

INFORMATIONAL PROPOSAL

(For information only, not to be used for bidding)

NEBRASKA DEPARTMENT OF TRANSPORTATION

LETTING DATE: January 24, 2019

CALL ORDER: 855
CONTROL NO. SEQ. NO.: M80034 000

CONTRACT ID: M80034
PROJECT NO.: M80034

TENTATIVE START DATE: 03/01/2019
LOCATION: DISTRICT 8 GRADING

CONTRACT TIME: 488 Calendar Days

BLAINE, BOYD, BROWN, CHERRY, GARFIELD, HOLT, LOUP, ROCK, WHEELER,
IN COUNTIES: KEWA PAHA

BIDDER

GROUP 1 GRADING

NOTES

THE TOTAL AMOUNT OR WORK WHICH WILL BE ACCEPTED IN
THIS LETTING IS LIMITED TO \$ _____

THE NUMBER OF GROUP _____ CONTRACTS WHICH WILL BE
ACCEPTED IN THIS LETTING IS LIMITED TO _____.



NOTICE TO ALL BIDDERS

To report bid rigging activities, call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

LETTING QUESTIONS

Prior to the letting, any questions pertaining to the Special Provisions or the Plans for this project should be submitted to NDOT in a written format through the Bid Express (BidX) website at <https://www.bidx.com/ne/lettings>. Likewise, NDOT will post answers exclusively to the BidX website. All official answers will be identified as “Authorized by NDOT.” **Questions will not be answered verbally.**

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. M80034**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Transportation in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on January 24, 2019, until 1:30 P.M.

- a. Bids submitted by mail should be addressed to the Nebraska Department of Transportation, c/o Contract Lettings Section, P.O. Box 94759, Lincoln, NE 68509-4759.
- b. Bids submitted electronically over the internet, shall be submitted using www.bidx.com.

The 2017 Edition of the Standard Specifications for Highway Construction, including all amendments and additions thereto effective at the date of the contract, are made a part of these Special Provisions, through reference.

The proposal contains a statement that the contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of his business and in the execution of the work contemplated in this proposal.

Fair labor standards shall be construed to mean such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the contractor filing this proposal.

SPECIFICATIONS FOR GRADING

A. SPECIFICATIONS:

This work shall comply with the specifications in the 2017 Edition of the Standard Specifications for Highway Construction except as superseded in the contract.

B. DESCRIPTION OF THE WORK:

This work shall consist of excavation and embankment items.

C. TERM OF CONTRACT:

The term of the contract will be sixteen (16) months commencing March 1, 2019. The Contract includes the option to renew for one (1) additional year upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

D. MOBILIZATION:

Mobilization will be a flat fee per mobilization plus mileage from the NDOT District Office to the center of the job site in the District the work is being performed, as determined by the closest route measurement on Google maps. No payment will be made for the Contractor's return to his/her base station.

No payment for mileage will be made for moves of less than twenty-five (25) miles from site to site. No payment for mobilization for moves of less than five (5) miles from site to site. Should the Contractor de-mobilize and return to their base of operations and have to mobilize to a site within twenty-five (25) miles and five (5) miles of a previous site or to complete work on the site; mobilization and mileage will be paid and considered a new mobilization.

The District Engineer or their designee will approve the distance used for payment and their decision shall be final. The Contractor shall mobilize, be on site and begin work within 10 business days from the date of the request for services from the District Engineer or their designee. Failure to be operational within the 10 business day period may result in termination of the contract.

E. INVOICING:

Invoices shall be submitted to the District Office in the District the work was performed. Invoices shall be submitted within fifteen days of the date the Department receives a written request from the Contractor for payment of services or work performed. The Department will issue a written letter of acceptance, partial acceptance or rejection of the services, or items of work. If the Department finds the services, or items of work are not acceptable; it will, within thirty days after the date of receipt of written notice from the Contractor payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, or items of work along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services, or items of work are acceptable, payment will be tendered to the Contractor within thirty days after the date of certification of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

All quantities are to be measured by the District Engineer and will be considered to be final and all payments for the same will be made on this basis.

F. QUANTITIES:

Paragraph 2 and 3 of Subsection 104.02 in the 2017 Standard Specifications is void. The approximate quantities for each item are estimated and are for bidding purposes only. Quantities may be increased or decreased as necessary to meet actual field requirements. The work on this contract is an on-call as-needed basis, and the Department makes no guarantees of the actual amount of work that the Contractor will receive.

G. BORROW SITES:

Soil materials needed for the items of "Earthwork Measured in Embankment", "Roadway Grading", or "Earth Shoulder Construction" may be obtained from right of way sources when available. If the Contractor is required to provide soil materials and a commercial site is not available, the costs of obtaining a borrow site may be paid for as "Extra Work".

REQUIRED PROVISIONS SUPPLEMENTAL TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

I. Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

The contractor shall insert in each of his subcontracts all of the stipulations contained in the Special Provisions and these Required Provisions.

A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

II. Equal Opportunity

1. Selection of Labor

During the performance of this contract, the contractor shall not discriminate against labor from any other state.

2. Nebraska Fair Employment Practices Act

The contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex or national origin. The contractor agrees to post in a conspicuous place or places a notice to be provided by the State Highway Department which sets forth excerpts of the Act.

3. Nebraska Equal Pay Act

The contractor shall not discriminate on the basis of sex by paying wages to employees of one sex at a lesser rate than the rate paid to employees of the opposite sex for comparable work on jobs which have comparable requirements. An abstract of the Act is included on the notice which is provided by the State Highway Department.

III. Employment of Labor

1. General

No person under the age of sixteen (16) years, and no one whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health and safety of others shall be employed on any project. This paragraph shall not be construed to deny the employment of older people or physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

No person currently serving sentence to a penal or correction institution shall be employed on any project.

Except as specifically provided under this section, workers who are qualified by training or experience to be assigned to projects of this character shall not be discriminated against on any grounds whatsoever.

2. **Payrolls**

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working on the site of the work.

The contractor's and subcontractor's payroll records shall be available for inspection by authorized representatives of the State Highway Department and authorized representatives of Federal Agencies.

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work. No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals. No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

IV. Safety and Accident Prevention

In the performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the contracting officer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

STATUS OF UTILITIES

The following information is current as of December 3, 2018.

Aerial and/or underground utilities may exist within the limits of this project. The Contractor shall determine to their satisfaction the extent of occupancy of any utility facilities located within the project construction areas and the extent of conflict with the proposed work under this contract.

At this time, no utilities have been required to relocate their facilities.

Any utility adjustments or interruption of service for the convenience of the Contractor shall be the sole responsibility of the Contractor.

To arrange for utilities to locate and flag their underground facilities, contact The Diggers Hotline of Nebraska at 1-800-331-5666 or dial 811.

Any work necessary will be concurrent with construction.

STATUS OF RIGHT-OF-WAY

All work is to be performed within the existing Right of Way as located by the Engineer.

SPECIAL PROSECUTION AND PROGRESS (Traffic Control)

Traffic Control shall be measured and paid for as Lump Sum/Day. It shall be based on the Traffic Control items shown in the plans for the different types of project situations (erosion control, grading or tree topping). When submitting a bid, the Contractor will be required to enter a Lump Sum/Day cost for each type of Traffic Control option (5 types, see below).

The Basis of Payment is:

Pay Item	Pay Unit
Flagging	Day
Shoulder Closure 2-Lane Roadway	Day
Shoulder Closure 4-Lane Roadway	Day
Lane Closure 2-Lane Roadway	Day
Lane Closure 4-Lane Roadway	Day

After a contractor is selected to be the on-call contractor for a District for either of the three types of projects (erosion control, grading or tree topping operations), the District shall then notify the Contractor when services are required with regard to the type and location of the work required, the anticipated time required to complete the work, and the type of traffic control required for the work. The type of traffic control to be used on each individual occurrence shall be determined by the District.

The **Traffic Control** options are as follows:

Flagging shall consist of the appropriate signs and devices as indicated on the Traffic Control plan sheet. Flagging operations may be used for (1) point control for ingress and egress into the work zone or (2) it may be used for a short distance lane closure on a two-lane two-way highway. If more than one flagger is required for a flagging operation, the lump sum/day cost shall be adjusted accordingly by the Engineer.

Shoulder Closure shall consist of the appropriate signs and devices as indicated on the Traffic Control plan sheet. A Shoulder Closure may be used for (1) point control for ingress and egress into the work zone or (2) it may be used for a short distance shoulder closure on a two-lane two-way highway or a four-lane divided highway. There will be a separate bid item for **Shoulder Closure – 2 Lane Roadway** and for **Shoulder Closure – 4 Lane Freeway Closure**.

Lane Closure shall consist of the appropriate signs and devices as indicated on the Traffic Control plan sheet. As directed by the Engineer, (1) if this is to be used on a two-lane two-way highway, the use of Pilot Car shall be required with the appropriate signing and (2) if this used on a freeway or interstate facility, the use of a flashing arrow panel (s) shall be required with appropriate signing. There will be a separate bid item for **Lane Closure – 2 Lane Roadway** and for **Lane Closure – 4 Lane Freeway Closure**.

NOTICE TO BIDDERS

The bidder to whom the Contract is awarded, shall furnish prior to beginning work on any work order, an IDIQ Contract Bond in a sum equal to the full amount of the work order. A Contract Bond Rider is required for each and every subsequent work order, or any changes to the original Contract Bond. The IDIQ Contract Bonds and Contract Bond Riders must be executed on the form furnished by the Department, by a corporation authorized to contract as a surety in Nebraska. The IDIQ Contract Bond and Contract Bond Rider may be found on the Department's website at: <https://dot.nebraska.gov/business-center/business-opp/hwy-bridge-lp/>.

NOTICE TO BIDDERS (Storm Water Pollution Prevention Plan) (1-17-1217)

The Contractor shall understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site. For reference, the general permit is posted on the Department's website.

Additionally, the Contractor, as evidenced by their signature on this proposal, agrees and understands that, if awarded the contract on this project, he/she:

- 1) becomes a co-permittee, along with the owner(s), to the Nebraska Department of Environmental Quality NPDES General Permit for Storm Water Discharges from construction sites on this project;
- 2) is legally bound to comply with the Clean Water Act to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under the NPDES permit and the terms of the NPDES permit; and
- 3) will hold the owners harmless for damages or fines arising as a result of noncompliance with the terms of the storm water permits and authorizations associated with the work on this project.

STORM WATER DISCHARGES

In compliance with the Federal Water Pollution Control Act, authorization to discharge storm water on this project has been granted under National Pollutant Discharge Elimination System (NPDES) General NPDES Permit Number NER110000 for Storm Water Discharges from Construction Sites to Waters of the State of Nebraska. This permit became effective on January 1, 2008.

Contractors are advised that, under the Construction Storm Water General Permit, ***plant sites, camp sites, storage sites, and borrow or waste sites not shown on the plans may be subject to separate NPDES permit authorization requirements for stormwater discharges from those locations.*** Contractors shall be responsible for verifying the need for NPDES permit coverage with the Nebraska Department of Environmental Quality (NDEQ). When required for these locations, the filing of a "Notice of Intent" shall be made by the Contractor directly to the NDEQ.

Additionally, asphalt (SIC Code 2951) or concrete (SIC Code 3273) batch plants that are owned by a private Contractor and are operated on a contract-for-service basis to perform work for the Contractor completing the project may be subject to NPDES General Permit Number NER000000 for Industrial Storm Water Discharges. While the plant may be required for completion of the project, it is not under the control of the Department (or other project owner); and the filing of a "Notice of Intent" shall be made by the Contractor directly to the NDEQ.

The NDEQ may be contacted at 402-471-4220 for additional information.

REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST

All bidders must provide to the NDOT the identity of all firms who provided quotations on all projects, including both DBEs and non-DBEs. This information must be on a form provided by the NDOT Contracts Office.

If no quotations were received, the bidder must indicate this in the space provided.

Each bidder will be required to submit one list per letting to cover all projects bid.

WORKER VISIBILITY

Pursuant to Part 634, Title 23, Code of Federal Regulations, the following modified rule is being implemented:

Effective on January 1, 2008, all workers within the right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel.

High-visibility safety apparel is defined to mean personal protective safety clothing that:

- 1 - is intended to provide conspicuity during both daytime and nighttime usage, and
- 2 - meets the Performance Class 2 or Class 3 requirements of the ANSI/ISEA 107-2004 publication titled "American National Standards for High-Visibility Safety Apparel and Headwear."

SPECIAL PROSECUTION AND PROGRESS (Federal Immigration Verification System)

The Contractor shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The Prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.

The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The Contractor may use an equivalent Federal program designated by the United States Department of Homeland Security or other Federal agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.

The Prime Contractor shall furnish a letter to the NDOT Construction Division in Lincoln on company letterhead and signed by an officer of the company stating that documentation is on file certifying that the Contractor and all subcontractors have registered with and used a Federal Immigration Verification System. The Contractor shall maintain all records of registration and use for a period of three years and make records available upon request. The Contractor shall contractually require subcontractors to maintain all records for a period of three years and make records available upon request.

Payment will not be made to the Contractor for using the Federal Immigration Verification System or the maintenance of the records. This work shall be subsidiary to the work being performed.

The Contractor's Certification shall become part of the final records of the Contract. The Department considers this document to have direct bearing to the beginning interest date and may affect the amount of interest earned.

**PERMITS, LICENSES, AND TAXES
(Contractor Site Use Approval)**

Paragraph 4. of Subsection 107.02 Paragraph 4. in the Standard Specifications is void and superseded by the following:

4. Contractor Site Use Approval:
 - a.
 - (1) When a Contractor intends to obtain borrow and/or dispose of excess excavation at a site (or sites) not shown or otherwise designated in the contract the Contractor shall submit a completed NDOT Form 119 "*Borrow Site - Waste Excavation Site Request Identification and Evaluation*" to the Lincoln Construction Office for processing and approval.
 - (2) When a Contractor intends to: (i) dispose of construction debris, (ii) stockpile materials, equipment or other tangible property for the project, and/or (iii) install and operate a mobile asphaltic concrete plant, mobile Portland cement concrete plant or other mobile production plant at a site (or sites) not shown or otherwise designated in the contract the Contractor shall submit a completed NDOT Form 56 "*Plant Site - Stockpile Site - Construction Debris Site Request Identification and Evaluation*" to the Lincoln Construction Office for processing and approval.
 - (3) The NDOT Form 56 and NDOT Form 119 (hereafter referred to as "the Contractor Site Request form(s)") can be found on the NDOT website. Each Contractor Site Request form shall represent only one site and shall be project specific.
 - (4) The time frame required to obtain site approvals varies and is dependent upon whether the project has a Corps Section 404 notifying-permit and upon the complexities of each site listed in each request.
 - b. The Contractor shall contact the Nebraska Department of Environmental Quality (NDEQ) to determine if it is necessary for the Contractor to obtain a NPDES permit. The Contractor shall also be responsible for obtaining any and all other permits required by local governments.
 - c. The Contractor shall not begin work at any borrow, waste, debris, stockpile or plant site until receiving written approval for the submitted Contractor Site Request form(s) from NDOT, before obtaining a NPDES permit (if required), or any other permits required.

- d. No extension of completion time will be granted due to any delays in securing approval of a borrow, waste, debris, stockpile or plant site unless a review of the time frames concludes that there were conditions beyond the Contractor's control.

**LIABILITY INSURANCE
(1-49-0118)**

Paragraph 1.b.(5) of Subsection 107.15 in the Standard Specifications is void and superseded by the following:

- (5) Automobile liability coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.

Paragraph 1.c. of Subsection 107.15 is amended to include the following:

Limit: Statutory coverage for Nebraska and for any other State in which the project is located.

Paragraph 1.c.(3) of Subsection 107.15 is void and superseded by the following:

- (3) Workers' compensation coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.

Paragraph 1.f.(5) of Subsection 107.15 in the Standard Specifications is void and superseded by the following:

- (5) Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Transportation evidence of such insurance coverage in effect in the form of an ACORD[®] (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Transportation as the certificate holders.

Paragraph 1.f. of Subsection 107.15 is amended to include the following:

- (9) For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the State of Nebraska Department of Transportation (State) when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the State by mail (return receipt requested), hand-delivery, email, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Notice shall be sent to the State at the following address:

Nebraska Department of Transportation
Construction Division -- Insurance Section
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854
NDOT.ConstructionInsurance@nebraska.gov

CONSTRUCTION DETAILS

TEMPORARY WATER POLLUTION CONTROL

Section 204 in the Standard Specifications is void.

CONSTRUCTION STORMWATER MANAGEMENT CONTROL

A. General

1. This Section defines some best management practices (BMPs) for erosion and sediment control measures and construction practices the Contractor shall use to prevent soil erosion and avoid water pollution.
2.
 - a. The Department and the Contractor are co-permittees of the NPDES Construction Storm Water General Permit.
 - b. The Contractor shall comply with all conditions required by the current NPDES Construction Storm Water General Permit.
3. The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent silting of the waters of the state, the project site, and adjacent property. Construction of drainage facilities, as well as performance of other contract work which will contribute to the control of siltation, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable.
4.
 - a. The Contractor shall take sufficient precautions to prevent pollution of the waters of the state, the project site, and adjacent property from construction debris, petroleum products, chemicals, or other harmful materials.

The Contractor shall conduct and schedule the operations to avoid interference with any protected species.
 - b. The Contractor shall comply with all applicable statutes relating to pollution of the waters of the state and fish and game regulations.
5. All construction debris shall be disposed in a manner that it cannot enter any waterway. Excavation shall be deposited as to protect the waters of the state from siltation.
6. All erosion and sediment control measures shall be properly installed and maintained by the Contractor until all permanent drainage facilities have been constructed, and all slopes are sufficiently vegetated to be an effective erosion deterrent; or until tentative acceptance of the work.

7. All erosion and sedimentation resulting from the Contractor's operations and the weather conditions must be corrected by the Contractor.

LIMITATION OF OPERATIONS

A. General

1. The maximum exposed surface area for the Contractor's operations in excavation, borrow, and embankment is 18 acres (72,800 m²) plus an equal area of clearing and grubbing/large tree removal. A written request for an increase in the maximum exposed surface area may be approved by the Engineer. This approval will be based on the soil, moisture, seasonal conditions, the Contractor's operation, or other conditions.
2. The Engineer shall have the authority to reduce the maximum exposed surface area when any of the following conditions warrant:
 - a. Soil and moisture conditions are such that erosion is probable.
 - b. Seasonal conditions may force extended delays.
 - c. Proximity to the waters of the state requires more stringent controls.
 - d. Equipment and personnel available on the job is not sufficient to properly maintain erosion and dust control measures.
 - e. Any other environmental condition in the area that may exist which would be affected by erosion from the project.
3. Construction operations in rivers, streams, wetlands, and impoundments shall be restricted to those areas specifically shown in the contract. Rivers, streams, wetlands, and impoundments shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.
4. Fording and operation of construction equipment within streams and wetlands will not be allowed, unless explicitly allowed in the contract. Streams are defined as any area between the high banks, regardless of the flow conditions.

CONSTRUCTION METHODS

A. General

1. The Contractor shall conduct all construction activities and install temporary erosion control measures, as necessary, to control sediment and avoid soil erosion during construction.

2. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.
3. Construction stormwater management control measures for Contractor obtained work areas located outside the right-of-way, such as borrow site operations, haul roads, plant sites, staging sites, waste sites, equipment storage sites, etc. are the sole responsibility of the Contractor. All construction stormwater management control measures for these areas are at the Contractor's expense. The Contractor is responsible for securing all required permits for use of these sites.
4. The construction stormwater management procedures contained herein shall be coordinated with any permanent erosion control measures specified elsewhere in the contract to the extent practical to assure economical, effective, and continuous erosion and sediment control throughout the construction period.
5. The Contractor shall be responsible to limit erosion and prevent siltation into the waters of the state during the construction period, as well as during the times that work may be suspended.
6.
 - a. All erosion and sediment control items shall be installed by personnel who are knowledgeable in the principles and practice of various BMP installations.
 - b. The installation of all erosion and sediment control items shall be done under the direct supervision of the Contractor's employee who has successfully completed training provided by the Department and has been certified as an Erosion and Sediment Control Inspector (Inspector). The Contractor's Inspector shall be present at each site during installation to direct and inspect all erosion and sediment control BMP installations.
 - i. The NDOT Erosion and Sediment Control Inspector Certification is obtained by completing an Erosion and Sediment Control Inspector Training Course provided by the Nebraska Department of Transportation and passing the examination that accompanies the training.
 - c. The Contractor shall notify the Engineer of all employees, who have been certified as Inspectors, who will be on the project to direct and inspect all erosion and sediment control BMP installations.
 - d. No payment will be made for any erosion and sediment control item unless a Contractor's Inspector was present to directly supervise and inspect the work.
 - e. No payment will be made for any erosion and sediment control item that is not properly installed. All erosion and sediment control items shall be installed as per the contract.

ENVIRONMENTAL COMMITMENT DOCUMENT

A. Environmental Commitment Document

1. a. An Environmental Commitment Document will be created by the Department to identify all project specific environmental commitments and will be included in the Contract.
- b. The Department will provide information for the following, when applicable:
 - i. Storm Water Pollution Prevention Plan (SWPPP)
 - ii. U.S. Army Corps of Engineers (USACE) Section 404 Permit
 - iii. Nebraska Department of Environmental Quality 401 Water Quality Certification
 - iv. State Title 117 Waters (USACE Non-Jurisdictional)
 - v. Floodplain Permit
 - vi. Historic Clearance
 - vii. Endangered Species Act Clearance
 - viii. Nebraska Nongame and Endangered Species Conservation Act Clearance
 - ix. National Environmental Policy Act Compliance
 - x. NPDES Construction Stormwater Permit (within Right-of-Way limits, only)
 - xi. Conservation Measures
 - xii. Migratory Bird Treaty Act
 - xiii. Bald and Golden Eagle Protection Act Compliance
 - xiv. Other pertinent issues
- c. The Contractor shall provide information for the following, when applicable:
 - i. Temporary Erosion Control Plan
 - ii. Spill Prevention and Control Plan
 - iii. Migratory Bird Treaty Act Compliance Plan

- iv. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments
- v. Name and telephone number of the employees that are NDOT-Certified Erosion and Sediment Control Inspectors
- vi. Critical Path Construction Schedule
- vii. Other items as defined elsewhere in the contract

**ACCEPTANCE TESTING OF SOILS BY USE OF THE LIGHT WEIGHT
DEFLECTOMETER (LWD) SCOPE
(2-2-1217)**

This test method covers the in-place measurement of deflection and moisture content of Class III embankments, subgrade preparation, granular fill and backfill for acceptance testing on Nebraska Department of Transportation Projects. Refer to Subsection 205.03 of the NDOT Standard Specifications for Highway Construction for a definition of Class III embankments. Refer to NDOT Test Method T 2835 for the proper operation of the LWD.

The deflection test measurement shall be the average measured deflection of the fourth, fifth, and sixth drops of the falling weight of the LWD. The first three drops are to be used to seat the LWD.

The Deflection Target Value (DTV) is the deflection value of each soil determined by using a test strip or from correlation with the Nebraska Group Index for an individual Soil.

Option 1

A. Determination of DTV using a Test Strip

- 1. A test strip shall be constructed for each soil type to determine the deflection target value.
- 2. A new test strip shall be constructed when there is an observed change in material or as determined by the Engineer.
- 3. The test strip dimensions for roadway embankment and subgrades shall have a minimum length of 200 feet and a width equal to the embankment or roadway. The total thickness shall be no less than 6 inches for roadway subgrade and no less than 1 foot and no more than 3 feet for roadway embankment.
- 4. The test strip dimensions for trenches, culverts, and structures shall have a minimum length of 10 feet and a width equal to that of the excavation. The total thickness shall be no less than 1 foot and no more than 3 feet.

5. The optimum moisture of fine-grained soils shall either be determined in the NDOT Branch Lab or Central Lab, and shall be based on a correlation with the Plastic Limit or determined from AASHTO T-99. A 10-lb sample of proposed material shall be submitted to the NDOT Branch Lab or Central Lab a minimum of 14 days prior to grading operations.
6. The moisture content for granular soils shall be “as necessary” to achieve proper compaction.
7. The moisture content limits of the soil shall follow the requirements provided in Table 1.
8. The test strip area construction shall be incidental to the embankment construction.
9. The testing rate during the test strip construction is provided in Table 2.

Table 1 - Moisture Requirements

Location	Soil Type	Depth Below Finished Subgrade	Minimum %	Maximum %
Soil materials receiving concrete pavement	Silt – Clay Silt- Clay Granular	Upper 3 feet Greater than 3 feet All Depths	Opt. -3 Opt. -3 **	Opt. +2 Opt. +2 **
Soil materials receiving flexible pavement	Silt – Clay Silt- Clay Granular	Upper 3 feet Greater than 3 feet All Depths	Opt. -2 Opt. -3 **	Opt. +1 Opt. +2 **
Soil materials receiving gravel surfacing	All materials	All Depths	**	**
Subgrade prep. Shoulder subgrade prep (concrete pavement)	Silt – Clay	The upper 6 inches of subgrade soil	Opt. -3	Opt +2
	Granular		**	**
Subgrade prep. Shoulder subgrade prep (flexible pavement)	Silt – Clay	The upper 6 inches of subgrade soil	Opt. -2	Opt +1
	Granular		**	**
Stabilized Subgrade	-	-	See Specifications	
Granular Structural Fill (MSE Walls, bridges, culverts, et.)	Granular	All Depths	**	**

** Moisture as necessary to obtain proper compaction. The moisture target value for granular materials shall be established in the field by the Contractor during the compaction process. Once established the target moisture shall not vary by more than $\pm 2\%$.

Table 2 - Test Strip Testing Rate

Material Location	Minimum Testing Rate
Roadway embankment and subgrade	3 tests/ pass*
Trenches, culverts, and miscellaneous structures	1 test / pass*

* Number of passes with compaction equipment as described in paragraph 13c of Subsection 205.03 of the NDOT Standard Specifications for Highway Construction.

B. Test Strip Construction and Testing

1. Prior to placing the fill material for the test strip, the subgrade shall be scarified and re-compacted.
2. The fill material shall be placed with a lift thickness no greater than 8 inches uncompacted.
3. The test strip shall be constructed with uniform material and moisture content, and compaction; until it meets the requirements of numbers 3 or 4 of Section A of this provision.
4. The deflection target value is obtained when:
 - i. The moisture content is within the acceptable range.
 - ii. The average of the deflection test measurements for three consecutive passes of compaction equipment does not change by more than 10% with additional compaction. The DTV shall be based on the lowest average deflection test measurement from these passes.
5. A 10-lb sample of the test strip material shall be submitted to the NDOT Branch Lab or Materials and Research Soil Lab for index testing.
6. The DTV shall be re-evaluated when:
 - i. Deflection test measurements are consistently less than the DTV. (3 out of 5 consecutive deflection test measurements are less than 0.80 of the DTV).
 - ii. Failing test results are consistently occurring and adequate compaction is observed.

Option 2

C. Determination of Deflection Target Values based on the Nebraska Group Index (NGI)

1. Prior to construction a 10-lb bag of representative material shall be submitted to the nearest NDOT Branch Lab or Materials and Research Soil Lab for each different soil type no less than 21 days prior to grading operations.
2. From the laboratory testing NDOT will determine the Nebraska Group Index (NGI) for each soil type submitted and provide a correlated minimum DTV and optimum moisture content.
3. If no correlation data is available for an individual NGI, a test strip shall be used to determine the DTV as discussed in parts A and B in this provision.

4. The DTV shall be re-evaluated when:
 - i. Deflection test measurements are consistently less than the DTV. (More than 20% of the deflection test measurements are less than 0.80 of the DTV.
 - ii. Failing test results are consistently occurring and adequate compaction is observed.

Acceptance Testing

1. The Deflection Target Value for use as acceptance testing shall be:
$$\text{DTV} \leq 1.10 \times \text{average deflection value determined from Option 1, Part B, of this provision}$$

$$\text{DTV} \leq \text{Correlated DTV determined from the NGI correlation, Option 2, Part C}$$
2. The testing frequency for moisture and deflection shall follow the NDOT Materials Sampling Guide.
3. The moisture content of soil shall be performed using NDOT's approved equipment and methods. Approved equipment includes: 1) hot plates, stove, or microwave, 2) Speedy Moisture Method, or 3) Laboratory oven method.
4. Moisture content results shall be reported to the nearest tenth of a percent.

EXCAVATION AND EMBANKMENT (Water Applied)

Paragraph 5. of Subsection 205.04 in the Standard Specifications is void and superseded by the following:

5. Water applied as prescribed in Section 205 will not be measured for payment, but shall be considered subsidiary to the earthwork item.

EXCAVATION AND EMBANKMENT

Subsection 205.04 in the Standard Specifications is amended to include the following:

7. "Excavation Borrow (EQ)" will not be measured directly, but shall be a cubic yard volume agreed upon by the Contractor and Engineer prior to the commencement of the work.

Paragraph 1. of Subsection 205.05 in the Standard Specifications is void and superseded by the following:

Pay Item	Pay Unit
Excavation Borrow (EQ)	Cubic Yard (CY)
Channel Excavation	Cubic Yard (CY)

**WORK ZONE TRAFFIC CONTROL SIGNS
(4-3-1217)**

The Department has adopted the FHWA 2009 Manual of Uniform Traffic Control (MUTCD) and the 2011 Nebraska Supplement to the MUTCD as the official guidance for work zone traffic control signs. Many work zone traffic control signs have been revised, redesigned, or replaced in the 2009 MUTCD (and 2011 Nebraska Supplement). Accordingly, all work zone signs shall comply with the following:

- 1 - All signs, regardless of age, shall meet the design standards of the 2009 MUTCD (and 2011 Nebraska Supplement).

**TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES
(4-3-1018)**

Paragraph 19. of Subsection 422.04 in the Standard Specifications is void.

SEEDING

Subsection 801.02 in the Standard Specifications is amended to include the following:

Type "A"	Minimum Purity	Broadcast Application Rate in lb. of Pure Live Seed/Acre	Approved Mechanical Drill Application Rate in lb. of Pure Live Seed/Acre
Canada wildrye – Mandan, native	85		4.5
Green needlegrass (<i>Nassella viridula</i>)	85		2
Slender wheatgrass	85		4
Thickspike wheatgrass – Critana	85		3
Western wheatgrass – Rodan, Rosana, Barton, Flintlock	85		3.5
Switchgrass – Pathfinder, Trailblazer, NE-28, Blackwell	90		1.5
Sand lovegrass – Nebraska-27, native	90		0.5
Sideoats grama – Butte, Pierre, Trailway	75		4
Prairie cordgrass (<i>Spartina pectinata</i>)	85		1
Little bluestem – Camper, Cimarron, Pastura	60		2.5
Purple prairie clover – inoculated	90		0.15
Blue flax (<i>Linum lewisii</i>)	85		1
Plains coreopsis (<i>Coreopsis tinctoria</i>)	85		0.25
Black-eyed Susan (<i>Rudbeckia hirta</i>)	85		0.2
Oats or wheat (wheat in the fall)	90		12

Type "B"	Minimum Purity	Broadcast Application Rate in lb. of Pure Live Seed/Acre	Approved Mechanical Drill Application Rate in lb. of Pure Live Seed/Acre
Canada wildrye – Mandan, native	85		7
Perennial ryegrass – Linn, Norlea, Amazon	85		18
Thickspike wheatgrass – Critana	85		6
Slender wheatgrass	85		15
Western wheatgrass – Rosana, Rodan, Barton, Flintlock	85		7
Blue grama – NE, KS, SD, CO, MN	30		4.5
Sideoats grama – Butte, Pierre, Trailway	75		4.5
Sand dropseed (<i>Sporobolus cryptandrus</i>)	90		0.5
Sand lovegrass – Nebraska-27, native	90		1.25
Little bluestem – Camper, Cimarron, Pastura	60		3
Oats/wheat (wheat in the fall)	90		16

All seed shall be origin Nebraska, adjoining states, or as specified. A contractor proposing to use a substitute variety, or origin shall submit for the engineer's consideration a seed tag representing the seed which shows the variety, origin and analysis of the seed.

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N ₂)	32 or 36 lbs.
Available Phosphoric Acid (P ₂ O ₅)	92 or 96 lbs.

Rate of application of granular sulphur coated urea fertilizer shall be:

Nitrogen (Total Available)	0 lbs.
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The contractor may, at his option, apply granular urea formaldehyde in lieu of the sulphur coated urea fertilizer at the following rate:

Nitrogen (Total Available)	0 lbs.
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Subsection 801.03, Paragraph 4a. is void and superseded by the following:

- 4.a. Seeding operations shall be performed only during the periods March 1 to July 1 and August 1 to December 1.

EROSION CONTROL

Subsection 810.02 in the Standard Specifications is amended to include the following:

	Minimum Purity (%)	Application rate in lb. of Pure Live Seed/1000 yd. ²
Canada wildrye – Mandan, Nebraska native	85	1.25
Perennial ryegrass – Linn, Norlea, Amazon	85	1.5
Thickspike wheatgrass – Critana	80	1.25
Slender wheatgrass	85	1.25
Green needlegrass (Nassella viridula), Lodorm	75	0.4
Western wheatgrass – Flintlock, Barton, Rodan, Rosana	85	1.25
Blue grama – NE, KS, SD, CO, MN	30	0.4
Sideoats grama – Butte, Pierre, Trailway	75	1
Sand lovegrass – Nebraska-27, Nebraska native	90	0.15
Sand dropseed (Sporobolus cryptandrus)	60	0.06
Little bluestem – Camper, Cimarron, Pastura	60	0.75
Oats/wheat (wheat in the fall)	90	7

All seeds shall be origin Nebraska, adjoining states, or as specified. A Contractor proposing to use a substitute variety or origin shall submit for the Engineer’s consideration a seed tag representing the seed, which shows the variety, origin and analysis of the seed.

Rate of application of inorganic fertilizer shall be:

	Rate of Application Per 1000 yd. ² (Min.)
Available Nitrogen (N ₂) -----	8 or 9 lb.
Available Phosphoric Acid (P ₂ O ₅) -----	23 or 24 lb.

Rate of application of granular sulphur coated urea fertilizer or urea-formaldehyde fertilizer shall be:

	Rate of Application Per 1000 yd. ² (Min.)
Nitrogen (Total Available) -----	0 lb.

CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

PROPOSAL GUARANTY

As an evidence of good faith in submitting a bid for this work, the bidder shall indicate the type of bid bond applied to this project in accordance with Subsection 102.14 of the Standard Specifications.

Paragraph 1.b. of Subsection 102.14 in the Standard Specifications is void.

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