

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

NEBRASKA DEPARTMENT OF ROADS  
LETTING DATE : November 13, 2003

CALL ORDER: F23                      CONTRACT ID: 5214

CONTROL NO./SEQ. NO.: 51214 /000 PROJECT NO.: EACSTPD-L17E(106)

TENTATIVE START DATE: 08/23/04                      CONTRACT TIME:    35 WORKING DAYS

LOCATION: JCT. L17E/US-30 IN SUNOL.  
IN COUNTY: CHEYENNE

BIDDER

GROUP 1 GRADING  
GROUP 4 CULVERTS  
GROUP 9 BITUMINOUS  
GROUP 10 GENERAL ITEMS

SEE SPECIAL PROVISIONS FOR GROUP TIES  
SEE NOTICE TO BIDDERS SPECIAL PROVISION FOR COMBINED BID REQUIREMENT

## NOTES

THE TOTAL AMOUNT OF WORK WHICH WILL BE ACCEPTED IN THIS LETTING IS LIMITED TO \$_____.
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THE NUMBER OF _____ CONTRACTS WHICH WILL BE ACCEPTED IN THIS LETTING IS LIMITED TO ____.
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## **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 directed to Construction Division personnel at (402) 479-4568 or (402) 479-4529.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piece-work, station work, or by subcontract.

2. Except as otherwise provided in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment

preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve

such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246 (Rev. 3-94)

tive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more

than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for

the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:**  
In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form

desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of

Form FHWA-1273 (Rev. 3-94)



the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be 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.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION****1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant know-

ingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

**GOALS FOR MINORITY PARTICIPATION IN EACH TRADE**

<b>Economic Area</b>	<b>Goal %</b>	<b>Economic Area</b>	<b>Goal %</b>
103 Sioux City, IA:		Non-SMSA Counties . . . . .	5.3
SMSA Counties:		IA Adams, IA Audubon, IA Cass,	
7720 Sioux City, IA-NE . . . . .	1.9	IA Fremont, IA Harrison, IA Mills,	
IA Woodbury, NE Dakota		IA Montgomery, IA Page, IA Shelby,	
Non-SMSA Counties . . . . .	1.2	IA Taylor, NE Burt, NE Cass, NE Colfax,	
IA Cherokee, IA Crawford, IA Ida,		NE Dodge, NE Platte, NE Saunders,	
IA Monona, IA O'Brien, IA Plymouth,		NE Washington	
IA Sioux, NE Antelope, NE Cedar,		144 Grand Island, NE:	
NE Cuming, NE Dixon, NE Knox,		Non-SMSA Counties . . . . .	1.4
NE Madison, NE Pierce, NE Stanton,		NE Adams, NE Arthur, NE Blaine,	
NE Thurston, NE Wayne, SD BonHomme,		NE Boone, NE Boyd, NE Brown,	
SD Clay, SD Union, SD Yankton		NE Buffalo, NE Chase, NE Cherry,	
142 Lincoln, NE:		NE Clay, NE Custer, NE Dawson,	
SMSA Counties:		NE Dundy, NE Franklin, NE Frontier,	
4360 Lincoln, NE . . . . .	2.8	NE Furnas, NE Garfield, NE Gosper,	
NE Lancaster		NE Grant, NE Greeley, NE Hall, NE	
Non-SMSA Counties . . . . .	1.9	Hamilton, NE Harlan, NE Hayes,	
NE Butler, NE Fillmore, NE Gage,		NE Hitchcock, NE Holt, NE Hooker,	
NE Jefferson, NE Johnson, NE Nemaha,		NE Howard, NE Kearney, NE Keith,	
NE Otoe, NE Pawnee, NE Polk, NE		NE Keya Paha, NE Lincoln, NE Logan,	
Richardson, NE Saline, NE Seward,		NE Loup, NE McPherson, NE Merrick,	
NE Thayer, NE York		NE Nance, NE Nuckolls, NE Perkins,	
143 Omaha, NE:		NE Phelps, NE Red Willow, NE Rock,	
SMSA Counties:		NE Sherman, NE Thomas, NE Valley,	
5920 Omaha, NE-IA . . . . .	7.6	NE Webster, NE Wheeler	
IA Pottawattamie, NE Douglas,		145 Scottsbluff, NE:	
NE Sarpy		Non-SMSA Counties . . . . .	5.3
		NE Banner, NE Box Butte, NE Chey-	
		enne, NE Dawes, NE Deuel, NE	
		Garden, NE Kimball, NE Morrill,	
		NE Scotts Bluff, NE Sheridan, NE	
		Sioux, WY Goshen	

**GOALS AND TIMETABLES FOR FEMALE PARTICIPATION IN EACH TRADE**

<b>Timetables</b>	<b>Goals (Percent)</b>
From April 1, 1980 until further notice	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is by county.

November 3, 1980

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice, which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
    - Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the



work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Supplemental Reporting Requirements**

- A. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway agency and the Federal Highway Administration.
- C. The Contractor and each covered subcontractor will submit to the State Highway agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-aid Highway Construction Contractors Annual EEO Report), indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. If on-the-job training is being required by "Standard Federal Equal Employment Opportunity Specifications" the contractor will be required to furnish (Form FHWA 1409) "Federal-aid Highway Construction Contractor's Semi-Annual Training Report".

**Equal Employment Opportunity Policy**

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

GENERAL DECISION NE030002 06/13/03 NE2  
General Decision Number NE030002

Superseded General Decision No. NE020002

State: Nebraska

Construction Type:  
HEAVY  
HIGHWAY

County(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKE	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

SAUNDERS COUNTY (WEST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA

ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

SUNE2002E 06/16/1999

	Rates	Fringes
CARPENTER	13.30	
CEMENT FINISHER	12.50	
ELECTRICIAN	11.90	
FLAGGER	7.60	
FORM SETTER	10.80	
LABORER	8.30	
MANHOLE BUILDER	10.20	
MECHANIC	12.95	
PAINTER	8.35	
PILE DRIVER LEADPERSON	8.35	
POWER EQUIPMENT OPERATORS:		
Asphalt distributor	9.65	
Asphalt paving machine	12.35	
Asphalt paving machine (screed)	10.45	
Asphalt roller, self-propelled	11.20	
Backhoe excavator (track type)	12.55	
Concrete finishing machine or slip		
form paver	12.80	
Concrete saw operator	11.20	
Concrete cure machine	9.20	
Concrete texture machine	9.20	
Bulldozer or push tractors:		
Less than 115 drawbar h.p.	11.60	
115 drawbar h.p. and over	12.80	
Material stockpiler	10.20	
Motor grader (finisher)	13.15	
Motor grader (rough)	10.90	

Power broom operator	9.15
Roller or compactor, earthwork, self-propelled	10.05
Scraper	12.40
Traveling plant stabilization	11.60
Water tankers:	
Under 6000 gallons	9.65
6000 gallons and over	11.20
All purpose spreader	9.50
Clamshell, dragline, crane, pile driver/shovel	13.60
Dredge pump	9.50
Front end loaders:	
4 cu. yds. or less	11.40
Over 4 cu. yds.	12.10
Hydrohammer	9.60
Loader/backhoe (rubber-tired)	9.85
Power grader machine (trimmer & profiler)	12.80
Skid steer loader	9.50
Tractor (farm type)	9.50
Trenching machine	9.85
Stationary plant (base or stabili- zation)	11.75
Stationary plant (asphalt or concrete)	12.75
Crusher (including those with integral screening plant)	11.75
TRUCK DRIVERS:	
Single axle	8.40
Tandem axle	9.65
Semi-trailer or lowboy	10.85
Transit mix	9.65
WELDER	12.25

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

**SPECIAL PROVISIONS  
FOR  
FEDERAL AID  
PROJECT NO. EACSTPD-L17E(106)**

**GENERAL CONDITIONS**

Sealed bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on November 13, 2003, until 1:30 P.M.

Bids submitted by mail should be addressed to the Nebraska Department of Roads, c/o Contract Lettings Section, P.O. Box 94759, Lincoln, NE 68509-4759.

The 1997 English 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 Supplemental Specifications to the 1997 English Edition of the Standard Specifications for Highway Construction dated July 12, 2001, including all amendments and additions thereto effective at the date of the contract, are made part of these Special Provisions, through reference.

The Required Contract Provisions, Form FHWA 1273, (Rev. 4-93), and the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity and Standard Federal Equal Employment Opportunity Construction Contract Specifications dated November 3, 1980, are attached to and are a part of this proposal form. The Standard Labor Classifications and Descriptions for Highway Construction dated September 1, 1996, are made a part of these special provisions, through reference.

The General Wage Decision issued under the Davis-Bacon and Related Acts is attached to and is a part of this proposal form.

The attention of bidders is directed to the Required Contract Provisions covering subletting or assigning the contract.

GROUPS 1, 4, 9 AND 10 ARE TIED TOGETHER AND BIDDING PROPOSAL FORMS FOR THIS WORK WILL BE ISSUED AND A CONTRACT AWARDED TO A CONTRACTOR WHO IS QUALIFIED FOR CULVERTS OR BITUMINOUS.

**NOTICE TO BIDDERS**

To be eligible for the award of this contract, bidders shall submit a completed bidding proposal for both Call Order No. F23 [Project No. EACSTPD-L17E(106)] and Call Order No. F18 [Project No. STPD-30-1(121)].

Award of Contract, if awarded, will be made on the combined bid for both contracts.

Separate contracts will be awarded for each Call Order Number.

Paragraph 1.a.(2) of Subsection 108.01 in the 1997 English Edition of the Standard Specifications is void and superseded by the following:

With the Engineer's consent, the Contractor may sublet up to 70 percent of the work for the combined contracts.

### **DISADVANTAGED BUSINESS ENTERPRISES (S1-8-0801)**

#### **A. Policy**

The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a "level playing field" and equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this contract.

#### **B. Disadvantaged Business Enterprises Obligation**

The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have a "level playing field" and equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have a "level playing field" and equal opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Failure of the Contractor to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS (S1-11-0801)**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

### **STATUS OF UTILITIES**

The following information is current as of August 5, 2003.

Utility facilities, aerial and/or underground may exist within this project. The contractor should request a utility status update at the project preconstruction conference, and/or prior to starting work.

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.

The following utilities have facilities within the project area, and have been provided project plans.

Wheat Belt Public Power District  
Sprint Communications  
Southern Kansas Telephone Co.  
MCI

All utility rehabilitation will be accomplished prior to or concurrent with construction.

### **STATUS OF RIGHT OF WAY**

The right of way for this project has been acquired and physical possession is held by the State of Nebraska and ready for the contractor's use, except tracts listed below.



Status of unacquired and uncleared right of way tracts is estimated as follows:

TRACT NO.	HEARING DATE	IMPROVEMENTS REMAINING THIS DATE	IMPROVEMENT CLEARANCE
1000 **	None	None	None

\*\* Rail and Public Transportation Division is securing the easements on Tract 1000 – Union Pacific Railroad.

It is anticipated that all right of way will be acquired and physical possession held by the State prior to the tentative starting date shown elsewhere in this proposal.

The contractor will not be allowed to perform work on any tract listed above until legal and physical possession has been acquired by the State. If necessary, the contractor will be granted an extension of time if a delay is caused because of the above tract(s) not being acquired.

### **REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST (S1-43-0603)**

At bid submittal, all bidders must provide to the NDOR 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 NDOR 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.

### **CONTROL OF WORK (S1-43-0901)**

Subsection 105.08 in the 1997 Standard Specifications is void and replaced by the following:

#### **105.08 - Authority and Duty of the Inspector**

Department inspectors are authorized to inspect all work performed and all materials furnished. Such inspection may extend to the preparation, fabrication, or manufacture of the materials. The inspector has the authority to reject work or materials until any issues can be decided, including the right to suspend work. The inspector is not authorized to alter or waive the provisions of the contract or act as a supervisor for the Contractor.

#### **105.13 – Tentative Acceptance of Portions of the Project**

Paragraph 3.a. of Subsection 105.13 is amended by deleting the word “normal”.

**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC  
(S1-43-1001)**

107.14 – Opening of Sections of the Project to Traffic

Subsection 107.14 Paragraphs 2.b.(1) and (2) are void and replaced by the following:

- 2.b. (1) Whenever the Department permits the public use of a highway undergoing construction, repair, or maintenance in lieu of a detour route, the Contractor shall not be held responsible for damages to those portions of the project upon which the Department permitted public use, when such damages are the result of no proximate act or failure to act on the part of the Contractor.
- (2) If the traveling public should cause damage to the roadway, the Contractor shall assist the State in identifying the responsible party and the Contractor shall as a minimum if present at the time of the damage record pertinent information regarding the accident. (Who caused the damage; when the damage occurred; and how the damage occurred.)

107.15 – Contractor's Responsibility for Work

Subsection 107.15 is amended by adding Paragraph 1.b.(3) as follows:

- (3) The Contractor shall not be held responsible for damage caused by the traveling public on those portions of the project where the Department has permitted public use of the road in lieu of using a detour route and the damage as not the result of any proximate act or failure to act on the part of the Contractor.

**MEASUREMENT AND PAYMENT  
(S1-43-0901)**

109.08 – Acceptance, Final Payment, and Termination of Contractor's Responsibility

Subsection 109.08 Paragraph c. amended by deleting the word "normal".

Subsection 109.08 Paragraph d. is void and replaced by the following:

- d. If the traveling public should cause damage to the roadway the Contractor shall assist the State in identifying the responsible party and the Contractor shall as a minimum if present at the time of the damage record pertinent information regarding the accident. (Who caused the damage; when the damage occurred; and how the damage occurred.)

**LIABILITY INSURANCE  
(S1-43-1103)**

Paragraph 2.a. of Subsection 107.13 in the Standard Specifications is void and superseded by the following:

- a. The General Liability coverage for bodily injury liability shall be not less than \$1,000,000 for injuries, including accidental death, in any one occurrence, and subject to an aggregate limit of not less than \$2,000,000.

Paragraph 2.b. of Subsection 107.13 is void and superseded by the following:

- b. The amount of property damage liability insurance shall be not less than \$1,000,000.

**SPECIAL PROSECUTION AND PROGRESS  
(Culvert Construction at Sta. 580+50 and Sta. 583+30)**

The Contractor will be required to construct these culverts one-half at a time under traffic maintained conditions utilizing flagging operations. The roadway shall be open to two-lane, two-way traffic at night and at times when the Contractor is not working.

**UNION PACIFIC RAILROAD COMPANY**

**RAILROAD SAFETY TRAINING  
(S1-22A-0801)**

The railroad company requires that anyone working within the railroad right-of-way attend a "Rail Safety Training" class. The Contractor, or their representative, will not be allowed on railroad right-of-way until they have successfully completed the mandatory safety training. The railroad will present a certification card to everyone who completes their safety training, and construction crews will be required to have their safety training certification cards in their possession at all times when they are working on railroad right-of-way.

The Contractor will be responsible for all costs associated with attending this training class.

**FLAGGING PROTECTION**

When, for any reason, the Manager Industry and Public Projects, Susan K. Grabler, or other duly authorized representative of the Union Pacific Railroad Company shall deem it necessary to employ flagmen for the protection of train operations, such flagmen shall be furnished by the Railroad Company and all costs for such flagmen shall be borne by the contractor.

Prospective bidders shall familiarize themselves fully with the Railroad Company's requirements for flagging protection before bidding on the work.

**REIMBURSEMENT TO RAILROAD COMPANY  
FOR FLAGGING COSTS  
(S1-24-0801)**

At all times while performing such work, flagmen shall be deemed to be employees of the Railroad Company.

The contractor shall reimburse the Railroad Company directly for this flagging protection and shall make a showing that the Railroad Company has been reimbursed for all necessary flagging required by his operations before final payment for the work contemplated in the contract is made by the State.

Direct payment for flagging protection as required in these special provisions will not be made but it shall be considered that this work is subsidiary to any or all of the items for which the contract provides that direct payment shall be made.

**FLAGGING CONDITIONS  
(S1-25-0801)**

Flagging and other protective services and devices will be provided by the Company to protect its facilities, property and movements of its trains or engine.

In general, the Company will furnish such flagging or other protective services and devices:

- (a) For any excavation below elevation of track subgrade, if, in the opinion of the Company's representative, track or other railroad facilities may be subject to settlement or movement.
- (b) During any clearing, grubbing, grading or blasting in proximity to the railroad, which, in the opinion of the Company's representative, may endanger or interfere with the railroad's facilities or operations.
- (c) When any of the Contractor's operations are carried on or within the Railroad Company's right of way and in the opinion of the Company's representative could endanger Company's facilities or create a hazard to the Company's operations.

## **PROTECTION OF UTILITIES (S1-26-0801)**

Before the contractor begins his operations on the railroad right-of-way he shall confer with the official representatives of the State and the Railroad Company with regard to any underground or overhead utilities which may be on or in close proximity to the site of the work. The contractor shall take such measures as the State or Railroad Company may direct in protecting those utilities properly throughout the period his construction operations are in progress. The party or parties owning or operating overhead or underground utilities shall perform the actual work of moving, repairing, reconditioning or revising those utilities, except as otherwise provided in the contract. Whenever and wherever such operations are undertaken by owners of utilities, the contractor shall cooperate to the extent that ample protection of their work will be provided so that the entire work that is contemplated in the contract may be expedited to the best interests of all concerned, as judged by the engineer for the State.

The contractor shall be responsible for any and all damages to utilities that are permitted to remain in place, or to reconstructed utilities in the vicinity, which may be due either directly or indirectly to his operations, and shall repair promptly any such damaged property to the satisfaction of the engineer and the owner of the property, or shall make payment to such owners for repairs as may become necessary on account of damages that are due to his operations.

Direct payment for this work will not be made but it shall be considered that the protection of the utilities is subsidiary to any or all of the items for which the contract provides that direct payment shall be made.

## **RAILROAD SPECIAL PROVISIONS**

Before the contractor begins his operations on railroad right of way, he will contact the railroad at least 10 days in advance by telephone at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the railroad property to be used by the contractor.

The railroad will advise the contractor if fiber optic cable exists at the location(s) being occupied and will dispatch a representative to locate, mark and protect each cable in the vicinity of the work to be performed by the contractor.

The railroad will need the Railroad Mile Post involved which is 396.35 on this project.

The contractor, for his own protection, should obtain and record the "Trouble Log Number" from the railroad for verification of the call made.

## **WRITTEN NOTICE TO RAILROAD COMPANY**

The contractor shall give written notice to the Manager Industry and Public Projects, Susan K. Grabler, or to his authorized representative, at least ten days in advance of the date on which he expects to begin any work under or adjacent to any of the tracks of the Railroad Company or he expects to begin any construction work on the right of way of the Railroad Company. The contractor shall also give written notice to the Manager Industry and Public Projects, Susan K. Grabler, no later than ten days after completion of all work on the railroad company's right of way.

## **PROTECTION OF PROPERTY (S1-29-0801)**

The contractor shall use the utmost care to guard against accidents or cause the least possible interference with the operation of trains of the Railroad Company and the telephone, telegraph or signal lines of the Railroad Company or of any tenant of the Railroad Company's right-of-way. The contractor shall use the utmost care in guarding against injury to underground and overhead public utilities and services at or near the site of the work.

All work to be done under this contract shall be handled by the contractor so as to interfere as little as is reasonably possible with the use of tracks, wires, signals and property of the Railroad Company or its tenants, and the underground or overhead services of public and private utilities, and the contractor shall be responsible for any damages which may be sustained by the Railroad Company, its tenants, employees, passengers or freight in its care, or by the owners of any public or private overhead or underground services caused by such interferences which could have been avoided by the proper handling of said work. The contractor shall discontinue immediately, upon request of the engineer, any practices or actions which, in the opinion of the engineer, are unsafe or cause damage to underground or overhead services of public or private utilities, or which might result in delays to trains, engines or cars, or damage to tracks, roadbed, telephone, telegraph or signal wires.

The contractor shall take all precautions for the purposes of protecting the embankment of all railroad tracks as may be determined necessary by the authorized representative of the Railroad Company. The contractor agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and calculations pertaining to details for sheeting or otherwise protecting excavations next to or adjacent to railroad tracks if necessary and noted on the State's plans. The contractor also shall take all precautions for the protection of underground and overhead services either public or private, as may be determined by the engineer.

## **PROTECTION OF PROPERTY**

The contractor shall not place or permit to be placed, or remain, piles of material or other temporary obstructions closer than 12 feet (3.7 meters) to the nearest rail of any track or closer than 23 feet (7 meters) above the top of any rail except that the construction forms and scaffolding may be placed no closer than 12 feet (3.7 meters) from the centerline of any such track.

Any changes necessary in the clearance set forth above shall be made only by special arrangements with the Manager Industry and Public Projects, Susan K. Grabler, of the Company or his authorized representative.

The contractor agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and calculations pertaining to details for sheeting or otherwise protecting excavations next to or adjacent to railroad tracks if necessary and noted on the State's plans.

### **RAILROAD CROSSINGS (S1-31-1201)**

The Contractor shall use only public roadways or special crossings that are specifically shown on the plans to cross railroad tracks. If the Contractor should desire a temporary crossing for construction purposes at a location other than an existing public crossing, provisions for such crossing shall be negotiated with the railroad by the Contractor, and all costs for such crossing shall be borne by the Contractor.

Prospective bidders should familiarize themselves with railroad temporary crossing and insurance requirements before bidding on the work.

### **INSPECTION (S1-32-0801)**

Subsection 105.09 in the Standard Specifications is amended to provide also that the work shall be subject to the inspection of the properly authorized representatives of the railroad and that such inspection shall in no sense make the railroad a party to this contract and will in no way interfere with the rights of either party hereunder.

### **INSURANCE (S1-33-1201)**

The State shall require its Contractor or any of his subcontractors to carry regular Contractor's Public Liability and Property Damage Insurance as specified in Federal-Aid Policy Guide 23 CFR 646A providing for a limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than Four Million Dollars (\$4,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident and providing for a limit of not less than Two Million Dollars (\$2,000,000) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than Four Million Dollars (\$4,000,000) for all damages to or destruction of property during the policy period. A certified copy of the policy providing said Contractor's Public Liability and Property Damage Insurance executed by a corporation qualified to write the same in the State in which the work is to be performed, in form and substance satisfactory to the Railroad, shall be delivered to and approved by the Railroad prior to the entry upon or use of the Railroad's property by the Contractor.

In addition to any other forms of insurance or bonds required under the terms of the contract and the specifications, the Contractor shall furnish to the Railroad a Railroad Protective

Policy in the form provided by Federal-Aid Policy Guide 23 CFR 646A. The combined single limit of said policy shall not be less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence during the policy period; and subject to that limit, a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of or loss or destruction of or injury or damage to property during the policy period. Said insurance policy executed by a corporation qualified to write the same in the State in which the work is to be performed shall be in form and substance satisfactory to the Railroad and shall be delivered to and approved by the Railroad prior to the entry upon or use of its property by the Contractor.

The above mentioned insurance shall be written in accordance with the Federal-Aid Policy Guide 23 CFR 646A issued by the Federal Highway Administration, which is hereby, through reference, made a part of these provisions.

The State shall require its Contractor or any of its subcontractors to carry a Business Automobile Insurance Policy or equivalent policy with minimum limits of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence on all vehicles which the Contractor or subcontractors, their agents or employees may use at any time in connection with the performance of the work on this project. A certified copy of the policy providing said Business Automobile Insurance executed by a corporation qualified to write the same in the state in which the work is to be performed, in form and substance satisfactory to the companies, shall be delivered to and approved by the companies prior to the entry upon or use of the companies property by the Contractor.

The insurance as hereinbefore specified shall be carried by the Contractor and the Railroad covering all work performed on this project within the limits of the rights-of-way of the Railroad. Said insurance shall be carried until all work required under the terms of the contract is satisfactorily completed, as evidenced by formal acceptance by the State.

The State's Contractor shall cause triplicate originals of the policy or policies covering the Railroad Protective Liability Insurance specified above to be delivered to the State for delivery to the Railroad. The Contractor shall not enter upon or perform any work upon the property or the rights-of-way of the Railroad until the specified originals of the policy or policies have been delivered to and approved by the Railroad. The Contractor shall deliver one original policy of the above described Contractor's Property Damage Liability Insurance and one copy of the Business Automobile Insurance Policy to the State prior to the beginning of any work on the Railroad's right-of-way.

In addition to the above, the Contractor shall indemnify and hold the railroad(s) harmless against and from all cost, liability, and expense whatsoever (including the railroad attorney's fees and court costs and expenses) actually incurred arising out of or in any way contributed to by any negligent act or omission of the Contractor and its employees, for any damage to or destruction of any telecommunications system by the Contractor and its employees on the railroad's property.



**RIGHT OF WAY  
(S1-34-0801)**

The right of way and property which the public has, or will have, by ownership or easement, for the permanent construction and the prosecution of the construction operations, is indicated in the plans or will be defined upon request. Any additional ground, or working or storage space that the contractor may require for his operations, shall be provided by the contractor at his own expense.

**RESTORATION OF RAILROAD COMPANY'S PROPERTY  
(S1-35-0801)**

In the event the contractor shall in any manner move or disturb other property of the Railroad Company, in connection with the use of the said property, then, and in that event, the contractor shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed, and the contractor shall indemnify and save harmless the Railroad Company against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence, or the moving or disturbance of any other property, of the Railroad Company.

**FINAL CLEANING UP  
(S1-36-0801)**

Subsection 104.08 in the Standard Specifications is amended to provide also that upon the completion of the work contemplated in this contract, the contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish, ditches, and temporary building, furnished or erected by him from within the limits of the right of way of the Railroad Company and shall leave the said right of way in a neat condition satisfactory to the Chief Engineer of the Railroad Company, or his authorized representative.

## PERCENTAGE OF COST OF WORK WITHIN RAILROAD RIGHT-OF-WAY

The following information is furnished to aid in the determination of a proper premium for the Railroad Protective Liability Insurance required elsewhere in these special provisions.

### RAILROAD PROTECTIVE POLICY DATA SHEET

Railroad: Union Pacific Railroad Company

Railroad Contact: Susan K. Grabler

Title: Manager Industry and Public Projects

Address: 1400 W. 52<sup>nd</sup> Ave., Denver, CO 80221

Telephone Number: (303) 964-4099

Project Number: EACSTPD-L17E(106)

Project Location: Jct. L17E/US-30 In Sunol

Type of Project: Reconstruction

No. of trains/day: Total: 70

Freight or Coal: 70 Speed: 70 mph Passenger 0 Speed     mph

No. of Tracks: Mainline 2 Branchline 1

Project Over RR: No X Yes     Project Under Railroad: No X Yes    

Railroad Shoo-fly Required: No X Yes    

Project Parallel to RR: No X Yes     If Yes, Number of Miles    

Crossings on State Highway or City Street System: No     Yes X

If Yes, Number of Crossings 1 at DOT No. 817817A

Pavement or Overlay up to Crossing on County or City Road:

No X Yes     If Yes, Number of Crossings    

Work to be done by Railroad None

It shall be the contractor's responsibility to contact the railroad for additional information needed to purchase the Railroad Protective Policy.

The percentage of work within railroad right of way that is within 50 feet (15.25 meters) of any railroad track shall be covered by railroad protective insurance. The railroad's ownership of right of way that extends beyond 50 feet (15.25 meters) from the closest track shall be covered under regular Contractor's Public liability and Property Damage Insurance in the amounts specified in this contract.

<u>Group</u>	<u>Approximate Percent of Work Within 50 feet (15.25 meters) of Nearest Track</u>	<u>Approximate Percent of Work on RR/ROW Not Within 50 feet (15.25 meters) of Nearest Track</u>	<u>Description of Work</u>
<u>All</u>	<u>11 %</u>	<u>15 %</u>	<u>Asph. Conc.</u>

### **CONSTRUCTION DETAILS**

#### **FUEL COST ADJUSTMENT PAYMENT (S2-1-0801)**

Section 205 in the Standard Specifications and Supplemental Specifications is amended to include the following:

Payment will be made to the contractor for monthly fluctuations in the cost of diesel fuel used in performing the items of work, "Excavation", "Excavation, Borrow", "Excavation, Established Quantity", and/or "Earthwork Measured in Embankment" when the fuel cost fluctuates by more than 10% from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions will only be calculated on that portion of the fuel cost fluctuation that exceeds the 10% specified above.

Payments or deductions for the fuel cost adjustment will be included in the contractor's progress estimates; and the payment or deduction authorized for each estimate will be based upon the algebraic difference between the quantities for "Excavation", "Excavation, Borrow", "Excavation, Established Quantity", and/or "Earthwork Measured in Embankment" on the current estimate and the quantities shown on the previous estimate.

The fuel cost adjustment for the current estimate will be computed according to the following formula:

$$FCA = QFD \text{ where}$$

FCA = Fuel cost adjustment, in dollars;

Q = The algebraic difference between the quantities (in cubic yards or cubic meters) for "Excavation", "Excavation, Borrow", "Excavation, Established Quantity", and/or "Earthwork Measured in Embankment" on the current estimate and the quantities shown on the previous estimate;

F = English  
The fuel use factor for diesel fuel, in gallons per cubic yard. For the items of work "Excavation", "Excavation, Borrow", and "Excavation, Established Quantity", "F" shall be equal to .15. For the item of work "Earthwork Measured in Embankment", "F" shall be equal to .20.

Metric

The fuel use factor for diesel fuel, in liters per cubic meter. For the items of work "Excavation", "Excavation, Borrow", and "Excavation, Established Quantity", "F" shall be equal to .74. For the item of work "Earthwork Measured in Embankment", "F" shall be equal to 1.00.

D = Allowable price differential.

The allowable price differential, "D", for the current estimate will be computed according to the following formula:

When the current price, P, is greater than the base price, P(b).

$$D = P - 1.10P(b), \text{ but not less than zero.}$$

When the current price, P, is less than the base price, P(b).

$$D = P - .90P(b), \text{ but not greater than zero.}$$

In either case, P(b) shall be the base diesel price, in dollars per gallon (liter), defined as the average of the minimum and maximum prices for No. 2 Diesel Fuel (Oklahoma) published in the first issue of "*Platt's Oilgram Price Report*" for the month in which bids for the work were received.

In either case, P, shall be the current diesel price, in dollars per gallon (liter), defined as the average of the minimum and maximum prices for No. 2 Diesel Fuel (Oklahoma) published in the first issue of "*Platt's Oilgram Price Report*" for the month in which the progress estimate is generated.

**WATER  
(S2-1-0603)**

Paragraph 4.a. of Subsection 205.04 in the Standard Specifications is amended to include the following:

Payment shall be made at the established contract unit price.

**SUBGRADE PREPARATION**

Subsection 302.04 in the 1997 English Edition of the Standard Specifications is amended to provide that the work of subgrade preparation as well as all water applied as directed by the Engineer will not be measured for payment, but shall be considered subsidiary to the item "Asphaltic Concrete Type SP4".

**SUBGRADE PREPARATION  
(S3-1-0801)**

Paragraph 2.a. of Subsection 302.03 in the Standard Specifications is amended to include that trimming on narrow, irregular or roadway grading of 1/2 mile (0.8 km) or less may be accomplished using conventional methods.

**TRENCHED WIDENING**

Description

Trenched widening will consist of the removal of existing shoulder material and a portion of the existing bituminous surfacing for the placement of material produced in the Hydrated Lime Slurry Stabilization work. Included will be the excavation required outside the remaining surfacing, for the placement of any foundation course and surfacing shown in the plans. Also included will be the compaction of the subgrade outside the remaining surfacing.

Construction Methods

1. Removal
  - a. The Contractor shall remove any vegetation in the area to be widened.
  - b. The Contractor shall remove existing shoulder material and a portion of the existing bituminous surfacing to expose a vertical face, as shown in the plans, using methods approved by the Engineer. A milling type machine shall be used to produce the trench. Removal by scarifying or blading will not be allowed. The excavated material shall be placed in a windrow outside of the trench to be used as shouldering material.

2. Preparation of Subgrade

- a. Compact the underlying subgrade with two complete coverage's with a device capable of attaining compaction, as determined by the Engineer. Any unsuitable subgrade material shall be removed and replaced with acceptable material and recompacted to meet the above mentioned requirements.

3. Placement of Hot Lime Material

- a. Material produced in the Hydrated Lime Slurry Stabilization process shall be placed in the widening area when performing the Hydrated Lime Slurry Stabilization work.
- b. All trenched areas shall be filled with material produced in the Hydrated Lime Slurry Stabilization process by the end of that day's work. Public traffic will not be permitted to travel next to these trenched areas until the trench has been filled.

Method of Measurement

Trenched Widening shall be measured for payment by measuring each side separately in stations of 100 feet, measured horizontally along the project centerline, of completed and accepted work.

Basis of Payment

The work of Trenched Widening, measured as provided herein, will be paid for at the contract unit price per station for the item "Trenched Widening". This price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete the work.

Removal and replacement of unsuitable subgrade materials shall be measured and paid for as extra work.

**DETOUR SIGNING  
(S4-1-0801)**

On projects that the detour alignment shown in the plans initiates or terminates at a point which is in excess of two miles (3.2 km) from the project, the contractor responsible for erecting and maintaining traffic control on the project shall erect the specified signs and Type III barricades, equipped with specified warning lights, in the vicinity of the detour beginning or terminating point, in accordance with the details shown in the plans.

The contractor will not be required to perform the maintenance of these signs and barricades except for providing the engineer with the necessary batteries to keep the lights operative and replace any damaged or lost barricades or warning lights. Signs which are damaged or lost will be replaced by the Department.

The signs, barricades and batteries utilized as described herein, shall not be measured and paid for directly, but shall be subsidiary to the items for which direct payment is provided.

## **TEMPORARY TRAFFIC CONTROL DEVICES (S4-9-1201)**

Paragraphs 2.a. of Subsection 422.05 in the Standard Specifications is void and superseded by the following:

2.a. If signs are not returned or are returned damaged, and the damage is beyond reasonable "wear and tear" and the damage was caused by the Contractor, then the Contractor shall be charged the value of the missing or damaged items. These charges shall be deducted from monies due the Contractor upon final payment.

## **TYPE B HIGH INTENSITY WARNING LIGHTS (S4-9-1002)**

All references in the plans to Type B High Intensity Warning Lights shall be considered void. The plans will not be revised to reflect this change.

## **CONTRACTOR FURNISHED SIGNS (S4-11-0303)**

"Contractor Furnished Sign Day" shall consist of approved retroreflective fluorescent orange or white signs mounted on NCHRP-350 approved traffic control devices, i.e. Type III Barricades or Plastic Drums. The Contractor furnished sign, mounted on a traffic control device, shall together be NCHRP-350 Test Level 3 approved. The signs shall be of the size and shape required by the plans. The color and design of the signs shall be as required by the MUTCD and the NDR Traffic Engineering Division. Sign legends and symbols shall be of professional quality workmanship and in uniformity with the Standard Highway Signs design guide. Contractor furnished Signs shall meet the requirements of the American Traffic Safety Services Association (ATSSA), "Quality Standard for Work Zone Traffic Control Devices", hand printing or poor workmanship shall not be allowed.

Rigid sign substrates that have been approved to NCHRP 350 (TL-3) mounted on a traffic control device may be used.

Retroreflective orange fluorescent sheeting used for Contractor Furnished Signs shall be 3M diamond grade, Avery Dennison 6500 sheeting or other approved equal material.

Subsection 422.03 is amended by adding Paragraph 1.h.

Contractor Furnished Signs shall be installed as shown in the plans, or as directed by the Engineer. Contractor Furnished Signs shall be installed as prescribed in the MUTCD.

Paragraph 1.a. of Subsection 422.04 is void and superseded by the following:

- 1.a. Sign days of permanent, temporary and Contractor furnished signs installed in accordance with the plans, or as directed by the Engineer, will be measured and paid for by the each.

Paragraph 1. of Subsection 422.05 is amended to include the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Contractor Furnished Sign Day	Each (ea)

**LOCAL MATERIAL SOURCES  
(S5-1-0801)**

Information regarding possible sources of local materials is available at the Materials and Research Division of the Department of Roads, Lincoln, Nebraska.

**ASPHALTIC CONCRETE  
(S5-5-0801)**

Paragraph 5. of Subsection 503.02 in the Standard Specifications is void.

**COLD MILLING, CLASS 3**

Under no circumstance shall the Contractor mill a greater depth from the roadway than is shown in the plans.

Void Paragraph 9.a. of Subsection 510.04 of the 1997 English Edition of the Standard Specifications and replace it with the following:

Bituminous material produced from the cold milling operation shall become the property of the Contractor and removed from the project.



**SEEDING**

Subsection 803.02 in the 1997 English Edition of the Standard Specifications is amended to include the following:

Type "B"	Minimum Purity (%)	Broadcast or Hydraulic Seeder Application Rate in lb. of Pure Live Seed/Acre	Approved Mech. Drill Application Rate in lb. of Pure Live Seed/Acre
Perennial Ryegrass – Linn	85		8
Thickspike Wheatgrass – Critana	85		6
Western Wheatgrass – Flintlock, Barton	85		6
Sheeps Fescue	85		5
Buffalograss – Sharps II, Cody	80		5
Blue Grama – NE, KS, CO, SD	35		2
Oats/Wheat	90		12

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.

Rates of application of commercial inorganic fertilizer shall be:

	Rate of Application Per Acre (Minimum)
Available Nitrogen (N <sub>2</sub> ) -----	32 or 36 lb.
Available Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> ) -----	92 or 96 lb.

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

Nitrogen (total available) -----	60 lb.
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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) -----	60 lb.
----------------------------------	--------

### **SAFETY SLOPED END SECTIONS**

Paragraph 1. of Subsection 724.05 in the Standard Specifications is amended to include the following:

	<b>Pay Item</b>	<b>Pay Unit</b>
1.	_____ inch _____ Safety Sloped End Section	Each (ea)

### **FLY ASH (S10-5-0801)**

Subsection 1008.01 in the Standard Specifications is void and superseded by the following:

Fly ash shall be Class C or F meeting the requirements of ASTM C 618.

## STRUCTURAL STEEL (S10-5-0801)

Section 1045 of the Standard Specifications is amended to include the following:

### 1045.03 -- Steel Plate Substitution

The Contractor may use either English or Metric steel plates in accordance with Table 1045.01.

<b>Table 1045.01</b>			
<b>English-Metric Steel Plate Substitution Table</b>			
<b>Metric (millimeters)</b>	<b>English (inches)</b>	<b>Metric (millimeters)</b>	<b>English (inches)</b>
9	3/8	32	1 1/4
10	3/8	35	1 3/8
11	7/16	38	1 1/2
12	1/2	40	1 5/8
14	9/16	45	1 3/4
16	11/16	50	2
18	3/4	55	2 1/4
20	13/16	60	2 3/8
22	7/8	70	2 3/4
25	1	80	3 1/4
28	1 1/8	90	3 1/2
30	1 1/4		

## REPAIR OF DAMAGED METALLIC COATINGS (S10-5-0801)

Paragraph 2. of Subsection 1061.01 in the Standard Specifications is void and superseded by the following:

2. The material used for repair shall provide a minimum coating thickness of at least 50 µm with one application.

**CORRUGATED METAL PIPE  
(S10-5-0801)**

Table 1035.01 in Section 1035 of the Supplemental Specifications is amended by deleting the title "Steel and Aluminum Culvert Thickness".

**METAL FLARED-END SECTIONS  
(S10-5-0801)**

Table 1036.01 in Section 1036 of the Supplemental Specifications is amended by deleting the title "Steel and Aluminum Flared-End Thickness".

**REINFORCED CONCRETE PIPE, MANHOLE RISERS,  
AND FLARED-END SECTIONS  
(S10-5-0801)**

Paragraph 3.a. of Subsection 1037.02 in the Supplemental Specifications is void and superseded by the following:

3.a. Round reinforced concrete pipe shall conform to the requirements of AASHTO M 170-95 with the exception of the minimum circumferential reinforcing (in<sup>2</sup>/ft. (mm<sup>2</sup>/m) of pipe wall) for 15, 21, and 24 inch (380, 460, 600 mm) Class III pipe, as shown below:

Paragraph 3.b. of Subsection 1037.02 is void and superseded by the following:

b. AASHTO M 170-95 Specifications are modified as follows:

Paragraph 4. of Subsection 1037.02 is void and superseded by the following:

4. Reinforced concrete arch pipe shall conform to the requirements of AASHTO M 206-95.

Paragraph 5. of Subsection 1037.02 is void and superseded by the following:

5. Reinforced concrete elliptical pipe shall conform to the requirements of AASHTO M 207-95.

Paragraph 7. of Subsection 1037.02 is void and superseded by the following:

7. Concrete flared-end sections shall be of the design shown in the plans and in conformance with the applicable requirements of AASHTO M 170-95, Class II pipe, AASHTO M 206-95, Class A-II pipe, or AASHTO M 207-95, Class HE-II pipe for the diameter of pipe which it is to be installed.

### **HIGH TENSILE BOLTS, NUTS, AND WASHERS (S10-5-1001)**

Subsection 1058.02 in the Supplemental Specifications is void.

Paragraph 4.b.(5) in the Standard Specifications is void and superseded by the following:

- (5) The bolt, nut, and washer assembly shall be assembled in a Skidmore-Wilhelm calibrator or an acceptable equivalent device. For bolts that are too short to be assembled in the calibrator, see Subsection 1058.03, Paragraph 4.b.(9).

### **ELASTOMERIC BEARINGS AND LAMINATED BEARING PADS (S10-5-0903)**

Paragraph 2. of Subsection 1068.02 in the Standard Specifications is void and superseded by the following:

2. Samples and Certification shall be furnished in accordance with NDR's *Materials Sampling Guide*.

Paragraph 3. of Subsection 1068.02 is void.

### **STEEL BARS FOR CONCRETE REINFORCEMENT (S10-5-1201)**

Section 1020 in the Standard Specifications is void and superseded by the following:

#### 1020.01 - Description

Steel tie bars for longitudinal joint reinforcement in concrete pavements shall be epoxy coated and deformed Grade 40 or 60 billet steel as shown in the plans, specifications or Special Provisions.

#### 1020.02 - Material Characteristics

1. Billet-steel bars shall conform to the requirements of ASTM A 615/A 615M.
2. Epoxy coatings shall conform to the requirements in Section 1021 of the Standard Specifications and Supplemental Specifications.

#### 1020.03 - Acceptance Requirements

Acceptance shall be based on sampling, testing, and certification requirements in accordance with the NDR *Materials Sampling Guide*.

**EPOXY COATED REINFORCING STEEL  
(S10-5-0403)**

Table 1021.01 in Section 1021 of the Standard Specifications is void and superseded by the following:

<b>Table 1021.01</b>			
<b>Bend Test Requirements</b>			
<b>English</b>		<b>Metric</b>	
<b>Bar No.</b>	<b>Mandrel Diameter (inches)</b>	<b>Bar</b>	<b>Mandrel Diameter (millimeters)</b>
3	3	10	75
4	4	13	100
5	5	16	125
6	6	19	150
7	7	22	175
8	8	25	200
9	9	29	230
10	10	32	250
11	11	36	280
14	17	43	430
18	23	57	580

**PERFORMANCE GRADED BINDER**

Section 503 in the Standard Specifications and Supplemental Specifications is amended to include Performance Graded Binders.

**I. Description**

The performance graded binder to be used on this project shall be PG Binder 64-28 supplied by a Certified Supplier.

**Certified Supplier**

A supplier must be certified by the Nebraska Department of Roads to be allowed to supply Performance Graded Binder in Nebraska. A certified supplier must be a participant in one or more of the following PG Binder groups.

1. AASHTO Materials Reference Laboratory (AMRL)
2. Western Cooperative Testing Group
3. Combined States Binder Group

The supplier must maintain and follow the requirements of the group or groups in which they participate in, to maintain certification by the Nebraska Department of Roads. In addition, active participation is required to maintain certification by the Department. Active participation

will include submitting of round robin sample results, along with meeting other requirements of the group or groups. Failure to do so will result in loss of certification by the Department.

A certified supplier may be asked to supply to the Department, past round robin results, laboratory inspection reports, reasons for and investigative reports on out lying results, quality control testing, and/or technician training and proficiency testing reports.

The binder supplier agrees to inspection of their plant or terminal without notice anytime during production or supplying of material to the Department. The inspection may also include the supplier's laboratory.

### **Supplier Certification**

A supplier may request certification by contacting the Nebraska Department of Roads, Materials and Research Division, Flexible Pavement Engineer at (402) 479-4675. A temporary certification may be issued for a period of up to one year. Split sample testing will be required prior to receiving a temporary certification. Split sample testing will be done on all grades of binder that the supplier intends to supply during the temporary certification. The supplier will have up to one year to become certified by participating in and following the requirements of one or more of the approved binder groups.

A supplier may become certified through active participation in other binder certification/round robin groups that are approved by the Department. The Department may request from the supplier prior to approval, past or current round robin results, quality control testing, laboratory inspection reports, and/or technician training and proficiency testing reports.

## **II. Binder Sampling and Testing:**

1. Lots. Each 3750 tons (3400 Mg) of HMA produced will be a binder lot.
2. A binder lot will include only one PG Binder grade or a blend as allowed in paragraph 6.e.
3. A binder lot will only include one supplier of the PG Binder or a blend as allowed in paragraph 6.e.
4. Blending of different binder grades and binders from different suppliers will be allowed with restrictions as noted in paragraph 6.e. The Engineer must be notified of the intent to blend prior to actual blending.
5. All binders shall be sampled at the rate of at least one sample per lot with a minimum of three samples per project.
  - a. The sample shall consist of two one-quart (liter) cans and shall be taken by the Contractor's Certified Sampling Technician, with assistance from or under supervision of NDR personnel. The sample shall be taken at the plant from the line between the storage tank and the mixer or from the tank supplying material to the line, at a location at which material sampled is representative of the material in the line to the mixer. One can will be tested for compliance with AASHTO M320 specifications and the other can portion will be saved for dispute resolution, if needed. The sampling process shall follow procedures of the NDR Materials Sampling Guide and NDR T 40.

- b. Testing. When the tested PG Binder is in compliance, the binder lot will be accepted and both cans of the sample can be discarded. If the tested PG Binder does not comply, then the price of the PG Binder lot represented by the sample shall be adjusted according to Tables 2, 3 and 4. Overall project average testing requirements and price adjustments will also apply, as stated in Table 5.

**6. Material Requirements**

- a. Performance graded binder, as specified in the contract items shall be in accordance with the PG+ specifications as noted, and AASHTO M320 with the exception of Direct Tension.
- b. Substitution of a PG Binder, which exceeds the upper and lower grade designations from the specified, requires advance notification of the Engineer, and be documented by a no cost change order. The bill of lading or delivery ticket shall state the binder grade and specific gravity.
- c. Material Certification - A Material Certification shall be submitted prior to construction, stating the type of modifier being used, and the recommended mixing and compaction temperatures for the Hot Mix Asphalt. The Material Certification must state that acid has not been used. The Material Certification must also state that the material has not been air blown or oxidized.
- d. The Contractor shall receive from the supplier, instructions on the proper storage and handling of each grade and shipment of PG Binder.
- e. Blending of PG Binders at the hot mix plant site will be allowed only when transitioning to an asphalt mixture requiring a different grade of binder and with the following restrictions:
  - (1) The resultant blend will meet AASHTO M320 specifications when tested as  $\pm 3^{\circ}$  C of the specified PG binder. The sample of the blended material will 1) be considered as a lot sample, 2) be taken during initial production following the blending of the binders, and 3) deductions when not meeting M320, will apply. On the blended sample's identification form will be a note explaining the blending conditions and a statement that the sample is a blend of materials. The next lot sample, following the sample representing the blend, will be tested as the specified binder grade for the asphalt mixture being produced and shall meet M320 specifications.
  - (2) Modified Binders - When a type of modification is used and stated in the Material Certification as required in paragraph 6.c., it will not be allowed to be blended with a binder containing a different type of modification. Blending of the same type of modifiers will be allowed.
- f. If the Engineer determines that there is a need for an anti-stripping additive the Contractor shall be compensated for the cost of liquid anti-strip additive needed, as determined during mixture design verification, at



the invoice price of the additive. The PG Binder Supplier will add liquid anti-strip additives to the PG Binder when required by the Engineer.

- g. When PG 64-28 and 70-28 are specified the following PG+ specifications (Table 1) and AASHTO M320 with the exception of Direct Tension) will apply:
  - (1) The performance graded binder shall be a binder, which incorporates a blend of base asphalt and elastomer modifiers of styrene-butadiene (SB), styrene-butadiene-styrene (SBS) or styrene-butadiene-rubber (SBR). Acid shall not be used. Air blown and/or oxidized asphalt will not be allowed. The supplier must certify that the binder is not acid modified, and that acid was not used. The binder supplier must also certify that air blowing or oxidization has not been done/used to modify the binder or used to change the properties of the binder. The composite material shall be thoroughly blended at the asphalt refinery or terminal prior to being loaded into the transport vehicle. The polymer modified binder shall be heat and storage stable and shall not separate when handled and stored per the suppliers storage and handling recommendations.
  - (2) Samples of binder proposed for use and production lot samples shall be submitted to the Materials and Research, Bituminous Laboratory for testing to insure the binder is of a modification system in which no acid is used. ARR-MAZ AD-here LOF65-00, amine anti strip will be added at the rate of 0.5% to sample(s) that have been heated to 300 degrees F or until viscous and stirred for a minimum of 5 minutes. The resultant blend will then be tested for PG grading and compared to PG grading prior to the blending. The resultant blend shall meet M320 specifications and shall not show a drop of  $G^*/\sin(\delta)$  of more than 25% when compared to the result(s) of the sample prior to blending the anti strip. If the resultant blend does not meet M320 specification or shows a drop of greater than 25%, the material that is represented by the sample will be rejected.
  - (3) Approval for initial use will be based on the sample(s) meeting the PG+ specifications as stated in Table 1 and M320 specifications. Approval for use will also be based on PG grading when comparing results after blending anti strip to PG grading prior to the addition of anti strip.
  - (4) Lot samples of the binder shall meet or exceed the PG+ specifications as listed, in addition to M320 specifications. For PG+, Table 1 specification testing, material will be tested on original unaged binder for phase angle specification and RTFO aged material for elastic recovery. Anti strip will also be added to project lot samples as described in 6.g.(2).
  - (5) When it is determined that material does not meet Table 1 specifications, Table 2 and 3 will apply, depending on the grade of

binder. When it is determined that a single sample(s) does not meet M320 specifications, Table 4 will apply.

- (6) All project samples will be tested for PG+ specification compliance.

**Table 1**  
**Additional Specifications for PG 64-28 and 70-28**  
**Original Unaged Binder**

	<b>PG 64-28</b>	<b>PG 70-28</b>
Elastic Recovery; AASHTO T301 tested at 77°F (RTFO Aged AASHTO T301)	Minimum 60%	Minimum 70%
Phase Angle; degrees (Max) (Original Binder)	77.0	75.0

**Table 2**  
**Single Sample Tolerance and Pay Factor Table**  
**Pg 64-28**

	<b>(1) Pay Factor of 0.75</b>	<b>(2) Pay Factor of 0.50 or Removal</b>
Elastic Recovery Percentage (RTFO Aged AASHTO T301)	54 to 57.5%	Less than 54%
Phase Angle (degrees) (Original Unaged)	78.5 – 79.0	Greater than 81.0°

**Table 3**  
**Single Sample Tolerance and Pay Factor Table**  
**Pg 70-28**

	<b>(1) Pay Factor of 0.75</b>	<b>(2) Pay Factor of 0.50 or Removal</b>
Elastic Recovery Percentage (RTFO Aged AASHTO T301)	64 to 67.5%	Less than 64%
Phase Angle (degrees) (Original Unaged)	76.5 – 79.0	Greater than 79.0°

**Table 4**  
**Single Sample Tolerance and Price Factor Table**

	Pay Factor of 0.75 <sup>1</sup>	Pay Factor of 0.50 or Removal <sup>2</sup>
<u>Tests on Original Binder</u> Dynamic Shear, $G^*/\sin \delta$ , kPa	0.86-0.92	< 0.86
<u>Tests on Rolling Thin Film</u> <u>Oven Residue</u> Dynamic Shear, $G^*/\sin \delta$ , kPa	1.76-1.97	< 1.76
<u>Tests Pressure Aging Vessel</u> <u>Residue</u> Dynamic Shear, $G^*\sin \delta$ , kPa	5601-6200	> 6200
<u>Creep Stiffness</u> S, mPa	325-348	> 348
m-Value	0.270-0.284	< 0.270

**NOTE:** If more than one test fails to meet requirements, the largest individual price reduction (pay factor of 0.75 or 0.50) will be used to calculate price reduction for the asphalt binder.

- <sup>1</sup> Price Reduction will be based on contract unit price of asphalt binder.
- <sup>2</sup> The Engineer will determine if the non-compliant material will be removed. Removal and replacement will be at no additional cost to the Department. If the non-compliant material is accepted, a price factor of 0.50 will be applied. The price factor will be applied to the contract unit price of asphalt binder.

The pay factor will be applied to the quantity of material that the sample represents.

#### **Overall Project Average - Price Reduction Based on Complete M320 Testing**

Overall Project Averages does not apply to tested samples after the addition of anti strip. Samples not meeting PG+ specifications and the requirements after the addition of anti strip will be rejected.

PG+, Table 1 specifications do not apply to Overall Project Averages. PG+, Table 1 specification testing will be conducted on each Lot sample.

Out of specification material will be determined by the specifications outlined in AASHTO M320, excluding Direct Tension.

The Nebraska Department of Roads, Materials and Research, Bituminous Laboratory will do complete testing, per M320 specifications, on a minimum of three samples or 20% of the total samples from the project, whichever is the greatest. The Department will randomly select one sample for complete M320 testing out of every five samples received. When any test result shows sample not meeting M320 specifications, the previous and following sample received will be tested for complete M320 compliance. Testing will continue in this manner until tested samples meet all of M320 specifications, or there are no more lot samples to be tested.

Original Dynamic Shear Rheometer testing will be completed on all samples. When a sample being tested for only Original Dynamic Shear Rheometer compliance falls out of M320 specification, it will then be tested for complete M320 specification compliance. Adjacent samples will be tested when results, other than the Original Dynamic Shear Rheometer result, do not meet specification. This additional complete testing for M320 compliance is in addition to the minimum number of samples that will be tested for complete M320 compliance.

At the completion of testing, all complete M320 test results will be averaged. For averages that do not meet M320 specifications, the largest reduction shown in Table 5 will be applied to all the Performance Graded Binder used on the project.

**Table 5**  
**Overall Project Average – Pay Factor Table**

	Range of Average	Pay Factor Applied
<u>Tests on Original Binder</u> Dynamic Shear, $G^*/\sin \delta$ , kPa Min. 1.00 kPa	< 1.00 – 0.98	0.98
	< 0.98 – 0.96	0.95
	< 0.96 – 0.94	0.92
	< 0.94	0.85
<u>Tests on Rolling Thin Film</u> <u>Oven Residue</u> Dynamic Shear, $G^*/\sin \delta$ , kPa Min. 2.20 kPa	< 2.20 – 2.156	0.98
	< 2.156 – 2.09	0.95
	< 2.09 – 2.024	0.92
	< 2.024	0.85
<u>Tests Pressure Aging Vessel</u> <u>Residue</u> Dynamic Shear, $G^*\sin \delta$ , kPa Max. 5000 kPa	< 5000 – 5100	0.98
	< 5100 – 5250	0.95
	< 5250 – 5400	0.92
	< 5400	0.85
m-Value Min. 0.300	< 0.300 – 0.298	0.98
	< 0.298 – 0.293	0.95
	< 0.293 – 0.290	0.92
	< 0.290	0.85
<u>Creep Stiffness</u> S, mPa Max. 300 mPa	< 300 – 306	0.98
	< 306 – 315	0.95
	< 315 – 324	0.92
	< 324	0.85

#### Single Sample Reduction and Overall Project Average Reduction

A sample representing a lot, not meeting M320 Specification, will have a reduction for the material that the sample represents. Only the largest reduction from Table 4, will apply when more than one result of a single sample does not meet M320 specifications. Only the largest overall project average reduction from Table 5, will apply when more than one test average falls out of M320 specifications. Pay Factors based on both Table 4 and Table 5 test results are separate from each other and both will be applied.

### **Investigation of Verification Lot Samples That Do Not Meet Specifications**

When the lot sample shows test results out of specification limits, the process of resolving the sample failure will include the following actions as appropriate:

1. The Bituminous Lab may conduct retesting of the remaining portion of the original can sample as determined necessary to confirm or disaffirm the original test result(s).
2. The Flexible Pavement Engineer will notify the Contractor who will arrange to investigate all aspects of the testing, loading, handling and delivery of the material in question. The Contractor shall report findings to the Central Laboratory, Flexible Pavement Engineer.
3. The Department will collect and compile all information and prepare a report. A copy of the report will be distributed to the District and the Contractor.
4. The Bituminous Laboratory will issue the standard report of tests for all samples tested, to include any resulting pay factor deductions. A copy of the report of tests will be distributed to the District, Construction Division, and Contractor.

### **Dispute Resolution**

After testing and investigations have been completed on the one can of the sample and there is still a dispute, the Department will select an independent laboratory for referee testing to take place on the second can of the sample. If the independent lab's tests indicate failing results and pay deductions equal to or greater than the Department's, the Contractor will reimburse the Department for the cost of testing. If the independent lab's tests indicate that the material meets specification or is at a pay deduction less than the Department's, the Department will assume the cost of testing. When the independent lab's tests indicate a pay deduction, the lesser of the Department's and the independent lab's deductions will be applied.

### **Basis of Measurement**

PG Binder shall be measured in accordance with Subsection 503.05 in the Standard Specifications and Supplemental Specifications.

### **Basis of Payment**

Subsection 503.06 in the Standard Specifications and Supplemental Specifications is amended to provide that PG Binder, accepted by the Engineer for use in asphaltic concrete, will be paid for at the contract unit price per ton (Megagram) for the item "Performance Graded Binder \_\_\_\_\_", less any deductions as prescribed in the tolerance and price reduction tables.

## **SUPERPAVE ASPHALTIC CONCRETE**

Section 1028 of the Standard Specifications and Supplemental Specifications is void.

Asphaltic Concrete Type SP4 shall use the 0.5 gradation band.

Paragraph 2.b.(1) of Subsection 503.04 is void and superseded by the following:

The contractor shall take at least four (4) control strip mixture samples and record the test results for the mixture properties identified in Paragraph 4.h.(3) of Subsection 1028.03. The contractor will also record compaction density values and rolling pattern information. This data will be for information only and shared with the Engineer.

## **SECTION 1028 -- SUPERPAVE ASPHALTIC CONCRETE**

### **1028.01 -- Description**

1. a. Superpave Asphaltic Concrete is a Contractor-designed mix.
  - b. The Contractor will be required to define properties using a gyratory compactor that has met the Superpave evaluation test procedures, during mix design and production.
2. a. Before production of asphaltic concrete, the Contractor shall submit, in writing, a tentative job mix formula on the NDOR Mix Design Submittal Form for verification to the NDR Flexible Pavement Engineer at the Lincoln, Nebraska Central Laboratory.
  - b. The job mix formula shall identify the virgin mineral aggregates, RAP, if used, and mineral filler, if needed, with the value of the percent passing each specified sieve for the individual and blended materials.
  - c. (1) The Contractor shall submit six – 95 mm and two – 75 mm gyratory pucks compacted to  $7\% \pm 0.5\%$  air voids for testing and 3 proportioned 22 lb. (10,000-gram) samples of the blended mineral aggregates and two one-quart (liter) sample of the proposed PG Binder to be used in the mixture to the NDR Materials and Research Central Laboratory at least 15 NDR working days before production of asphaltic concrete. These samples will be used to verify the Contractor's Superpave mix design test results and mix properties.
    - (2) Submitted with these samples shall be a copy of the Contractor's results for all Superpave mix design tests.
    - (3) This mix design shall include at a minimum:
      - (i) The bulk specific gravity of the blended aggregate. Whenever RAP is used it shall be processed through an ignition oven and then combined proportionally with the virgin aggregate. The bulk specific gravity shall be determined for the blend from an unwashed sample of the - #4 and a washed sample of + #4 material in accordance with AASHTO T 84 and AASHTO T 85 respectively.
      - (ii) The target binder content.
      - (iii) The supplier and grade of PG Binder.
      - (iv) The maximum specific gravity of the combined mixture (Rice).

- (v) The bulk specific gravity and air voids at N initial (Nini), N design (Ndes) and N maximum (Nmax) of the compacted gyratory specimens.
  - (vi) Voids in the Mineral Aggregate (VMA) and Voids Filled with Asphalt (VFA) at Ndes.
  - (vii) Fine Aggregate Angularity (FAA), Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Clay Content of the aggregate blend.
  - (viii) Location description and/or legal descriptions and producers of materials used in the mix.
  - (ix) Dust to Binder Ratio
  - (x) PG Binder recommended mixing and compaction temperatures.
  - (xi) Type of PG Binder modification, if modified
- d. Before the mix design is approved, the Materials and Research Laboratory shall test all properties. This approval is on the submitted laboratory materials, and allows the contractor to begin plant production test strip and verification testing with the QA/QC Program.
3. PG Binder in Recycled Asphalt Pavement:
- a. The Contractor may approach the State with a proposal to supplement the virgin aggregates of the asphaltic concrete mix with a Contractor's specified percentage of recycled asphalt pavement (RAP). The State may accept or reject the proposal based on whether the mix design meets the specified criteria of the asphaltic concrete proposed. The RAP may come from the project or an existing stockpile. The Contractor is responsible for investigating the quality and quantity of the RAP material.
  - b. In recycled asphaltic concrete mixtures, the allowable maximum percent of Reclaimed Asphalt Pavement (RAP) will be as shown in Table 1028.01. If the Contractor elects to exceed these values, the Contractor will be required to lower the minimum pavement design temperature of the PG Binder, one grade, according to AASHTO MP1.

**Table 1028.01**

<b>Asphaltic Concrete Type</b>	<b>Percent, Maximum RAP</b>
SPS	50
SP1	35
SP2	25
SP3	25
SP4	15
SP4 Special	25
SP5	15

4. Quality Control Program:

- a. The Contractor shall establish, provide, and maintain an effective Quality Control(QC) Program. The QC Program shall detail the methods and procedures that will be taken to assure that all materials and completed construction conforms to all contract requirements.
- b. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract, the Contractor shall assume full responsibility for placing a pavement course that meets the target field values.
- c. The Contractor shall establish a necessary level of control that will:
  - (1) Adequately provide for the production of acceptable quality materials.
  - (2) Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
  - (3) Allow the Contractor as much latitude as possible in developing control standards.
- d.(1) The Contractor shall develop and keep on file with the Materials and Research Flexible Pavements Engineer a copy of their QC Program. A copy of the QC Program shall be kept on file in the QC lab trailer. This Program shall be updated as needed and submitted annually for review.
- (2) The Contractor shall not begin any construction or production of materials without an approved QC Program.
- e. The QC Program shall address, as a minimum, the following items:
  - (1) QC organization chart.
  - (2) Submittals schedule.
  - (3) Inspection requirements.
    - (i) Equipment.
    - (ii) Asphalt concrete production.



- (iii) Asphalt concrete placement.
  - (4) QC testing plan.
  - (5) Documentation of QC activities.
  - (6) Requirements for corrective action when QC and/or acceptance criteria are not met.
  - (7) Any additional elements deemed necessary.
  - (8) A list, with the name and manufacturers model number, for all test equipment used during laboratory testing.
  - (9) A description of maintenance and calibration procedures, including the frequency that the procedures are performed.
- f. The QC organization chart shall consist of the following personnel:
- (1) A Program Administrator:
    - (i) The Program Administrator shall be a full-time employee of the Contractor or a Subcontractor (Consultant) hired by the Contractor.
    - (ii) The Program Administrator shall have a minimum of 5 years experience in highway construction.
    - (iii) The Program Administrator need not be on the job site at all times but shall have full authority to institute any and all actions necessary for the successful implementation of the QC Program.
    - (iv) The Program Administrator's qualifications and training shall be described in the QC Program.
  - (2) One or more Quality Control Technicians:
    - (i) The quality control technicians shall report directly to the Program Administrator and shall perform all sampling and quality control tests as required by the contract.
    - (ii) The QC technicians shall be certified by the NDR Materials and Research Division.
    - (iii) Certification at an equivalent level by a state or nationally recognized organization may be acceptable.
    - (iv) The QC technician's credentials and NDR training records shall be submitted to the NDR Materials and Research Division.
    - (v) The Contractor may have a non-certified technician working under the direct supervision of a certified technician for no more than one construction season.

- g.(1) Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the work.
- (2) QC test results and periodic inspections shall be used to ensure the mix quality and to adjust and control mix proportioning.
- h. QC Testing Plan:
  - (1) The testing plan shall include the NDR statistically based procedure of random sampling for acquiring test samples.
  - (2) The Contractor may add any tests necessary to adequately control production.
  - (3) All QC test results shall be reported on NDR software by the Contractor with a copy provided to the Engineer within 1 week after the tests are complete. Daily review by the Engineer will be allowed if requested.
- i. Corrective Action Requirements:
  - (1) The Contractor shall establish and utilize QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.
  - (2) The Contractor's QC Program shall detail how the results of QC inspections and tests will be used to determine the need for corrective action.
  - (3)
    - (i) A clear set of rules to determine when a process is out of control and the type of correction to be taken to regain process control will be provided.
    - (ii) As a minimum, the plan shall address the corrective actions that will be taken when measurements of the following items or conditions approach the specification limits:
      - (I) Plant produced mix gradations at laydown.
      - (II) Binder content.
      - (III) Air voids.
      - (IV) VMA
      - (V) VFA (mix design only)
      - (VI) FAA AASHTO T 304  
CAA ASTM D 5821
      - (VII) Dust to Binder Ratio
    - (iii) Corrective actions that will be taken when the following conditions occur:

- (I) Rutting
- (II) Segregation
- (III) Surface voids
- (IV) Tearing
- (V) Irregular surface due to mix tenderness

## **1028.02 -- Material Characteristics**

1. The type of PG Binder shall be shown in the plans or special provisions.
2. Aggregates:
  - a. Aggregates for use in superpave asphaltic concrete shall be tested on an individual basis.
  - b. With the exception of Asphaltic Concrete Type SPS the blended mineral aggregate shall not contain more than 60 percent limestone on the final surface lift of asphaltic concrete.
  - c. Crushed rock material for use in asphaltic concrete, 1/4 inch (6.35 mm) down, screenings and manufactured sand shall have a Sodium Sulfate loss of not more than 12 percent by mass at the end of 5 cycles. One 20-lb. (10-kg) sample shall be taken by NDR personnel at the project for every 5,000 tons (4500 Mg) of aggregate used, with a minimum of one per project for quality testing.
  - d. Quartzite, granite, and chat shall conform to the requirements of Subsection 1033.02, Paragraph 4, a. (8). One 60-lb. (30 kg) sample shall be taken by NDR personnel at the project every 3,000 tons (2700 Mg) of aggregate used, with a minimum of one per project for quality testing.
  - e. Crushed rock (Limestone) and Dolomite shall conform to the requirements of Paragraph 4.a. (4), (5) and (6). of Subsection 1033.02 of the Standard Specifications, Sampling size and frequency shall adhere to the current NDR Materials Sampling Guide. (Some aggregate can be adversely affected by ignition ovens resulting in erroneous reading for asphalt content and gradation unless corrected for.)
  - f. Amend Paragraph 4.a. (7) of Subsection 1033.02 to provide that soundness tests shall not be required for fine sand.
  - g. Amend Subsection 1033.02 to provide that once the satisfactory quality of aggregates from a source has been established, sufficient additional soundness tests will be performed to insure the continued satisfactory quality of the material.
  - h. The coarse aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.02

**Table 1028.02**  
**Coarse Aggregate Angularity**  
**(ASTM D 5821)**

<b>Asphaltic Concrete Type</b>	<b>CAA (minimum)</b>
SPS	35
SP1	55
SP2	65
SP3	75
SP4	85/80*
SP4 Special	85/80*
SP5	95/90*

\* Denotes two faced crushed requirements

- i. The fine aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.03.

**Note:** The specific gravity for calculation of the Fine Aggregate Angularity (FAA) shall be determined on a combined aggregate sample of the material passing the No. 8 (2.36 mm) sieve and retained on the No. 100 (150 µm) sieve. The Contractor will determine the specific gravity to be used in the calculation of FAA mixture design value(s) and, if verified by the NDOR Aggregate Laboratory, this same value can be used throughout production. The verification value determined by the NDOR Aggregate Laboratory will be on a combined aggregate sample supplied by the Contractor that is representative of the material proposed or being used during production. The specific gravity to be used throughout production to calculate FAA values will be the Contractor's verified value or the NDOR determined value (whenever verification is not made) and will be noted on the Mix Design. Changes in aggregate percentages during production may require determination of a revised specific gravity for FAA.

**Table 1028.03**  
**Fine Aggregate Angularity**  
**(AASHTO T304 Method A)**

<b>Asphaltic Concrete Type</b>	<b>FAA (minimum)</b>
SPS	--
SP1	40.0
SP2	43.0
SP3	43.0
SP4	45.0
SP4 Special	45.0
SP5	45.0

- j. The coarse aggregate shall not contain flat and elongated particles exceeding the maximum value for the appropriate asphaltic concrete type category shown in these provisions according to Table 1028.04.

**Table 1028.04**  
**Flat and Elongated Particles\***  
**(ASTM D 4791)**

<b>Asphaltic Concrete Type</b>	<b>Percent, Maximum</b>
SPS	25
SP1	10
SP2	10
SP3	10
SP4	10
SP4 Special	10
SP5	10

\*Criterion based on a 5:1 maximum to minimum ratio.

- k. The sand equivalent of the blended aggregate material from the fine and coarse aggregates shall meet or exceed the minimum values for the appropriate asphaltic concrete type shown in these provisions according to Table 1028.05.

**Table 1028.05**  
**Clay Content Criteria**  
**(AASHTO T 176)**

<b>Asphaltic Concrete Type</b>	<b>Sand Equivalent, Minimum</b>
SPS	30
SP1	40
SP2	40
SP3	45
SP4	45
SP4 Special	45
SP5	45

- I. The blended aggregate shall conform to the gradation requirements specified below for the appropriate nominal size.
- (1) It is recommended that the selected blended aggregate gradation does not pass through the restricted zones as specified in the following control points for nominal size. The plot of the blended aggregate gradation of Superpave mix designs with FAA values of less than 43.0 will not enter the limits of the restricted zone. The plot of the blended aggregate gradation of Superpave mix designs with FAA values of 43.0 to less than 45.0 passing through the restricted zone must intersect both the upper and lower limits of the restricted zone between 1) any two consecutive sieves used to define the restricted zone limits, or 2) two vertical lines plotted between the #8 and #50 sieve a distance apart no greater than 1/3 the horizontal distance between the #8 (2.36-mm) and #50 (300- $\mu$ m) sieves. Superpave mix designs with FAA values of 45.0 or greater will not be restricted from passing through the restricted zone.

**Table 1028.06**  
Gradation Control Points for 0.375 Inch (9.5 mm) Nominal Size

<b>English Sieve (Metric)</b>	<b>Control Points (percent passing)</b>		<b>Restricted Zone Boundary (percent passing)</b>	
	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
1/2 inch (12.5 mm)	100.0			
3/8 inch (9.5 mm)	90.0	100.0		
No. 4 (4.75 mm)		90.0		
No. 8 (2.36 mm)	32.0	67.0	47.2	47.2
No. 16 (1.18 mm)			31.6	37.6
No. 30 (600 $\mu$ m)			23.5	27.5
No. 50 (300 $\mu$ m)			18.7	18.7
*No. 200 (75 $\mu$ m)	2.0	10.0		

\* see note following Table 1028.08

**Table 1028.07**  
Gradation Control Points for 0.5 Inch (12.5 mm) Nominal Size

<b>English Sieve (Metric)</b>	<b>Control Points (percent passing)</b>		<b>Restricted Zone Boundary (percent passing)</b>	
	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
3/4 inch (19 mm)	100.0			
1/2 inch (12.5 mm)	90.00	100.00		
3/8 inch (9.5 mm)		90.00		
No. 8 (2.36 mm)	28.0	58.0	39.1	39.1
No. 16 (1.18 mm)			25.6	31.6
No. 30 (600 $\mu$ m)			19.1	23.1
No. 50 (300 $\mu$ m)			15.5	15.5
* No. 200 (75 $\mu$ m)	2.0	10.0		

\* see note following Table 1028.08

**Table 1028.08**  
**Gradation Control Points for 0.75 Inch (19 mm) Nominal Size**

English Sieve (Metric)	Control Points (percent passing)		Restricted Zone Boundary (percent passing)	
	Minimum	Maximum	Minimum	Maximum
1 inch (25 mm)	100.0			
3/4 inch (19 mm)	90.0	100.0		
1/2 inch (12.5 mm)		90.0		
No. 8 (2.36 mm)	23.0	49.0	34.6	34.6
No. 16 (1.18 mm)			22.3	28.3
No. 30 (600 $\mu$ m)			16.7	20.7
No. 50 (300 $\mu$ m)			13.7	13.7
* No. 200 (75 $\mu$ m)	2.0	8.0		

\* Dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 (75  $\mu$ m) sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be between 0.60 and 1.60.

- m. The combined mineral aggregate for Asphaltic Concrete, Type SPS, shall be an aggregate or a combination of aggregates, and mineral filler if needed.

**Table 1028.09**  
**Gradation Control Points for Type SPS**

English Sieve (Metric)	Control Points (percent passing)	
	Minimum	Maximum
1 inch (25 mm)	100.0	
3/4 inch (19 mm)	94	100.0
1/2 inch (12.5 mm)	81	94
No. 8 (2.36 mm)	42	70
No. 16 (1.18 mm)	29	43
No. 30 (600 $\mu$ m)	19	34
No. 50 (300 $\mu$ m)	11	20
* No. 200 (75 $\mu$ m)	2	8

\* see note following Table 1028.08

- n. Mineral filler shall consist of pulverized soil, pulverized crushed rock, broken stone, gravel, sand-gravel, sand or a mixture of these materials that conforms to the following requirements.

**Table 1028.10**  
**Mineral Filler for Type SPS**

	Min.	Max.
Total Percent Passing the No. 50 (300 $\mu$ m) Sieve	95	100
Total Percent Passing the No. 200 (75 $\mu$ m) Sieve	80	100
Plasticity Index (material passing the No. 200 (75 $\mu$ m) Sieve, except soil)	0	3
Plasticity Index for Soil	0	6

3. Contractor's Lab Equipment:

- a. The Contractor shall calibrate and correlate the testing equipment according to the procedures prescribed for the individual tests and conduct tests in conformance with specified testing procedures.
- b. The Contractor shall have the following equipment (or approved equal) at or near the project location:
  - (1) An AASHTO approved gyratory compactor and molds.
  - (2) An AASHTO approved Asphalt Content Ignition Oven.
  - (3) Rice equipment specified in AASHTO T 209, procedure 9.5.1, Weighing in Water. The thermometer being used to measure water temperature will be as specified in T 209.
  - (4) FAA equipment
  - (5) To test density of compacted asphaltic concrete, a minimum 6000 gm balance, 0.1 gm resolution, with under body connect and water container large enough to conveniently place specimen in the basket and completely submerge the basket and specimen without touching the sides or bottom is required.
  - (6) QC Laboratory (suggested size 8 ft. x 45 ft.) (2.4 m x 13.7 m) which contain the following:
    - Air conditioner.
    - Dedicated phone (where available).
    - FAX machine.
    - Xerox type copy machine.
    - Sample storage.
    - Work table.
    - Bulletin board.
    - Running water.
    - Desk and chair.
    - Separate power supply.
    - Incidental spoons, trowels, pans, pails.
  - (7) Diamond saw for cutting cores.
  - (8) Diamond core drill (6 inch (150 mm) and 4 inch (100 mm) diameter core.
  - (9) Oven, 347°F (175°C) minimum, sensitive  $\pm 5^\circ\text{F}$ . ( $\pm 2^\circ\text{C}$ ).
  - (10) USA Standard Series Sieves for coarse and fine aggregate with appropriate shakers (12 inch (300 mm) recommended).
  - (11) Personal Computer capable of running NDR software and Color Printer.



## 1028.03 -- Acceptance Requirements

### 1. Volumetric Mix Design

- a. The job mix formula shall be determined from a mix design for each mixture. A volumetric mixture design in accordance with AASHTO PP 28 as modified within this special provision will be required. However, the mixture for the Superpave specimens and maximum specific gravity mixture shall be short-term aged for two hours.
  - (1) Practice for Short and Long-Term Aging of Hot Mix Asphalt (HMA), AASHTO R30
  - (2) Method for Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of the SHRP Gyratory Compactor, AASHTO T312
- b. The optimum binder content shall be the binder content that produces 4.0 percent air voids at Ndes. The design shall have at least four binder content points, with a minimum of two points above and one point below the optimum. Submitted with the design will be plots showing the values of Air Voids, VMA, VFA and Density at the four binder contents. The amount of uncompacted mixture shall be determined in accordance with AASHTO T209. For Type SPS Asphaltic concrete the optimum binder content shall be that which produces air voids at Ndes of 1.5 percent to a maximum of 5.0 percent.
- c. The Contractor shall inform the Engineer when changes in mixture properties occur for any reason, such as, but not limited to, the result of changes in the types or sources of aggregates are made or when changes in grades, sources, properties or modification procedures (if modified) of PG Binders are made. These changes may require a new job mix formula, mix design and moisture sensitivity test. The new proposed job mix formula shall be in accordance with the requirements as stated above and submitted 5 working days prior to use for verification.
- d. Each Superpave mixture shall be tested for moisture sensitivity in accordance with AASHTO T 283. The loose mixture shall be short-term aged for two hours in accordance with AASHTO R30. The 6-inch (152-mm) specimens shall be compacted in accordance with AASHTO T 312 to seven percent air voids at 95-mm in height and evaluated to determine if the minimum Tensile Strength Ratio (TSR) of 80 percent has been met. If the mixture has not met the minimum TSR value, an anti-stripping additive shall be added at a dosage rate, such that the mix will meet the minimum TSR of 80 percent. All data shall be submitted with the mix design verification request. For mixtures containing an anti-stripping additive; during production of Lot #1, the Contractor shall provide to the NDR Central laboratory properly prepared gyratory samples for AASHTO T 283 testing. A TSR test result of less than 80 percent will require mixture modification(s) and a sample from subsequent lots will be tested until a TSR value of at least 80 percent is achieved. Moisture sensitivity testing is not required for Asphaltic Concrete Type SPS.

- (1) When tests indicate the need for an anti-stripping additive the Contractor shall be compensated for the cost of liquid anti-strip additive needed, as determined during mixture design verification, at the invoice price of the additive. Liquid anti-strip additives will be added to the PG Binder by the PG Binder Supplier.

e. Design Criteria:

- (1) The target value for the air voids of the asphaltic concrete design shall be 4 percent at the Ndes number of gyrations. For Type SPS Asphaltic concrete the air voids at Ndes shall be a minimum of 1.5 percent with a maximum of 5.0 percent.

**Table 1028.11**  
**Gyratory Compaction Effort**  
**(Average Design High Air Temperature  $\leq 39$  degrees C)**

<b>Asphaltic Concrete Type</b>	<b>Nini</b>	<b>Ndes</b>	<b>Nmax</b>
SPS	6	40	62
SP1	7	68	104
SP2	7	76	117
SP3	7	86	134
SP4	8	96	152
SP4 Special	7	76	117
SP5	8	109	174

- (2) The design criteria for each mixture shall be determined from Tables 1028.12, 1028.13, and 1028.14.

**Table 1028.12**

<b>Mix Criteria</b>	<b>SPS, SP1</b>	<b>SP2</b>	<b>SP3, SP4, SP4 Special, SP5</b>
Voids In Mineral Aggregate	See Table 1028.13		
Voids Filled with Asphalt	See Table 1028.14		
%Gmm at Nini	91.5*	90.5	89.0
%Gmm at Nmax	98.0*	98.0	98.0

\* No specification requirement for SPS, only %Gmm at Ndes = 95 to 98.5

**Table 1028.13**  
**Voids in Mineral Aggregate**  
**Criteria at Ndes**

<b>Nominal Maximum Aggregate Size (Metric)</b>	<b>Minimum VMA, Percent*</b>
3/8 inch (9.5 mm)	15.0
1/2 inch (12.5 mm)	14.0
3/4 inch (19 mm)	13.0

\* No specification requirement for SPS

**Table 1028.14**  
**Voids Filled with Asphalt**  
Criteria at Ndes  
**(for mix design only)**

<b>Asphaltic Concrete Type</b>	<b>Design VFA, Percent</b>
SPS	N/A
SP1	70 – 80
SP2	65 – 78
SP3	65 – 78
SP4	65 – 75
SP4 Special	65 - 75
SP5	65 – 75

2. The Contractor shall make Mix adjustments when:
  - a. Air voids, VMA, FAA, CAA or Binder content do not meet the currently approved criteria.
  - b. Surface voids create a surface and/or texture that does not meet the criteria of Sections 502 and 503 in the 1997 English and Metric Edition of the Standard Specifications.
  - c. Pavement does not meet any other design criteria.
  - d. Rutting occurs.
  
3. Mix adjustments at the plant are authorized within the limits shown in Table 1028.15 as follows:
  - a. The adjustment must produce a mix with the percent air voids and all other properties as stated in these specifications.
  - b. All adjustments must be reported to the Engineer.
  - c. The adjustment values in Table 1028.15 will be the tolerances allowed for adjustments from the NDR verified mix design "Combined Gradation" target values which resulted from production or mix design adjustments, but cannot deviate from Superpave gradation criteria, or violate restricted zone criteria specified in paragraph 2. I. (1) of Subsection 1028.02. Mix adjustments for individual aggregates, including RAP, greater than 25% of the original verified mix design proportion or greater than 5% change in the original verified mix design percentage, whichever is greater, may require the Contractor to submit a new mix design, as determined by the Engineer. The contractor is responsible for requesting new mix design targets as they approach these tolerances, failure to do so may result in a suspension of operations until a new mix design is approved.

Table 1028.15

<b>Aggregate Adjustments</b>	
<b>Sieve Size</b>	<b>Adjustments</b>
1 inch (25 mm), 3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm)	$\pm 6\%$
No. 8 (2.36 mm), No. 16 (1.18 mm), No. 30 (600 $\mu\text{m}$ ), No.50 (300 $\mu\text{m}$ )	$\pm 4\%$
No. 200 (75 $\mu\text{m}$ )	$\pm 2\%$

4. Sampling and Testing:
- a. The Contractor shall take samples at frequencies identified by the Engineer, according to the NDR statistically based procedure. The samples shall be approximately 75 pounds (34 kg) and split according to NDR T-248 either at: 1) the sampling location, with the NDR taking custody of their sample at that time or 2) after being transported to the test facility in an insulated container, as determined by the Engineer. The details of sampling, location, splitting etc. shall be determined at the pre-construction conference.
  - b. All samples transported to the test facility and companion samples within the Lot shall be identified by attaching the lab calculation sheet from the superpave 2002 software, stored, and retained by the Contractor until the NDR has completed the verification testing process.
  - c.
    - (1) The sample shall be taken from the roadway, behind the paver before compaction or from the windrow.
    - (2) At least one QC sample shall be tested for every 750 tons (680 Mg) of plant produced mix.
      - (i) If, at the completion of the project, the final lot consists of less than 3,750 tons (3,400 Mg) of asphaltic concrete, 1 sample for each 750 tons (680 Mg) or fraction thereof, shall be taken and tested.
    - (3) Additional sampling and testing for the Contractor's information may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
    - (4) At least 1 sample shall be taken between the first 110 tons (100 Mg) and 300 tons (270 Mg) at the following times: 1) at the project start-up, 2) when a test result, identified in Paragraph 4,h,(3) of Subsection 1028.03, is out of specification, and 3) when a substantial aggregate proportion or other major mix change has been made. This sample, when other than at start-up, will be in lieu of the next scheduled random sample location.

- (5) The Contractor will be notified what subplot sample must be tested for FAA and CAA according to the NDR random sampling schedule. The FAA and CAA may be sampled from the blended cold feed material but in addition the Contractor will be required to test FAA and CAA from a roadway sample using an ignition oven sample for correlation. If the coarse portion of the blend is all ledge rock the CAA tests can be waived. If the samples tested with the ignition oven meet the CAA and FAA minimum requirement, then the cold feed sample does not have to be tested. When both ignition oven and cold feed samples are being tested the acquisition of the samples shall be timed such that each sample represents, as close as possible, the same aggregate being fed into the plant.
- (6) For projects using RAP material the FAA shall be established as follows:

A RAP sample will be processed through an ignition oven and then combined with the proportioned amount of virgin aggregate defined by the mix design and then proceeding with FAA and CAA testing.
- d. The sample shall be compacted immediately while still hot (additional heating may be required to raise the temperature of the sample to compaction temperature).
- e. Each production sample shall be tested as follows:
  - (1) (i) Bulk Specific Gravity (Gmb) shall be determined for each specimen in accordance with AASHTO T 166- Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens. One specimen shall be compacted for each production sample.
  - (2) One Theoretical Maximum Specific Gravity (Gmm) test for each production sample of uncompacted mixture shall be determined in accordance with AASTHO T 209 procedure 9.5.1. Weight in water - Maximum Specific Gravity of Bituminous Paving Mixtures.
  - (3) (i) The Blended Aggregate Bulk Specific Gravity (Gsb) shall be determined from a combined aggregate blend, including any RAP following ignition burn-off, on the + #4 and - #4 material. This test and recalculation will be required if the mix design changes according to the tolerances in Paragraph 3.c. of subsection 1028.03 and/or table 1028.15.
  - (ii) AASHTO T 84 - Specific Gravity and Absorption of Fine Aggregate.
  - (iii) AASHTO T 85 - Specific Gravity and Absorption of Coarse Aggregate.

- (4) The laboratory air voids shall be determined in accordance with the following:

Table 1028.16

$\text{Gmb}(\text{corr})@\text{Nany} = \text{Gmb}(\text{meas})@\text{Nmax} \times (\text{height}@\text{Nmax} \div \text{height}@\text{Nany})$ $\% \text{Gmm}(\text{corr})@\text{Nany} = 100 \times (\text{Gmb}(\text{corr})@\text{Nany} \div \text{Gmm}(\text{meas}))$ $\% \text{Air Voids}@\text{Nany} = 100 - \% \text{Gmm}(\text{corr})@\text{Nany}$ $\text{VMA}@\text{Ndes} = 100 - (\text{Gmb}(\text{corr})@\text{Ndes} \times \text{Ps} \div \text{Gsb})$ $\text{VFA}@\text{Ndes} = 100 \times ((\text{VMA}@\text{Ndes} - \% \text{Air Voids}@\text{Ndes}) \div \text{VMA}@\text{Ndes})$ $\text{Measured} = (\text{meas})$ $\text{Corrected} = (\text{corr})$
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5. (i) The percent of PG Binder shall be determined for each QC test. The percent of PG Binder will be computed by ignition oven results.
- (ii) The gradations shall be determined for each QC test using AASHTO T 30.
- (6) Except as noted in this Subsection, all sampling and testing shall be done as prescribed in the *NDR Materials Sampling Guide and Standard Method of Tests*.
- f. Testing Documentation:
- (1) All test results and calculations shall be recorded and documented on data sheets using the 2002 version of NDOR provided "Superpave" software. A copy containing complete project documentation will be provided to the Materials and Research Division at the completion of the project.
- g. QC Charts:
- (1) QC charts shall be posted at the asphalt production site and kept current with both individual test results and moving average values for review by the Engineer.
- (2) Control charts shall include a target value and specification limits.
- (3) As a minimum, the following values shall be plotted or reported on NDR provided software:
- (i) Laboratory Gyratory density
  - (ii) Ignition oven or cold feed aggregate gradations for all Superpave sieves will be reported.
  - (iii) PG Binder content shall be plotted to the nearest 0.1 percent by ignition oven results in accordance with AASHTO T 308.

- (iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001 percent will be reported.
  - (v) Laboratory Gyratory air voids at Ndes shall be plotted to nearest 0.1 percent. Laboratory Gyratory air voids, at Nini, Ndes and Nmax shall be reported to nearest 0.1 percent.
  - (vi) FAA and CAA of the asphaltic concrete for both cold feed and ignition oven samples will be reported to the nearest 0.1 percent.
  - (vii) VMA content shall be plotted to nearest 0.1 percent and VFA shall be reported to the nearest 0.1 percent.
  - (viii) Dust to Binder ratio to the nearest 0.01 will be reported.
- h. Independent Assurance (IA) Review of Testing:
- (1) The Contractor will allow NDR personnel access to their laboratory to conduct IA review of technician testing procedures and apparatus. Any deficiencies discovered in testing procedures will be noted and corrected.
  - (2) During IA review, NDR personnel and the Contractor will split a sample for the purpose of IA testing. The sample(s) selected will be tested in the NDR Branch Laboratory. Any IA test results found to be outside of defined testing tolerances will be noted. The Contractor must then verify the testing apparatus and make corrections if the apparatus is out of tolerance.
  - (3) Testing Tolerances
    - (i) Asphaltic Concrete and Asphaltic Concrete Aggregates.

**Table 1028.17**

<b>Test</b>	<b>Tolerance</b>
Asphalt Content by Ignition Oven	0.5%
Gyratory Density	0.020
Maximum Specific Gravity	0.015
Bulk Dry Specific Gravity (Gsb)	0.020
FAA	0.5%
CAA	10.0%
Field Core Density	0.020

## (4) Aggregate Gradation (Blended Aggregate)

**Table 1028.18**

<b>Size Fraction Between Consecutive Sieves, %</b>	<b>Tolerance</b>
0.0 to 3.0	2%
3.1 to 10.0	3%
10.1 to 20.0	5%
20.1 to 30.0	6%
30.1 to 40.0	7%
40.1 to 50.0	9%

5. a. In response to tests results, the Contractor shall notify the Engineer whenever the process approaches the Specification limits.
- b. When any single test result(s), on the same mix property, from two consecutive QC samples fall outside the allowable production tolerances in Table 1028.19, the material represented by these tests will be accepted with a 20% penalty or rejected, as determined by the Engineer.

**Table 1028.19**  
**Production Tolerances\***

<b>Test</b>	<b>Allowable Single Test Deviation from Specification</b>
Voids in the Mineral Aggregate	- 0.75% to + 1.25% from Min.
Dust to Asphalt Ratio	None
Coarse Aggregate Angularity	- 5% below Min.
Fine Aggregate Angularity	- 0.50% below Min.

\* These tolerances are applied to the mix design specification values, not the submitted mix design targets.

- c. The Contractor shall assume the responsibility to cease operations when specifications other than those stated in Table 1028.19 are not being met and production shall not be started again without approval of the Engineer.
6. Verification Sampling and Testing:
    - a. The NDR will select and test at random one of the subplot samples (750 tons, 680 Mg) within a Lot (3750 tons, 3400 Mg) for verification and report results in a timely manner.
    - b. The results of Contractor QC testing will be verified by NDR verification tests. On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.4 percent air voids, the Air Void verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factors. If the Air Void verification test results



and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four NDR subplot samples may be tested and the NDR subplot test results may be applied to the respective sublots and the resulting pay factors will apply.

- c. When verification test results show a consistent pattern of deviation from the QC results, the Engineer may cease production and request additional verification testing or initiate a complete IA review.
- d. If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Materials and Research Laboratory will be asked to resolve the dispute, which will be final.

#### 7. Acceptance and Pay Factors

- a. Acceptance and pay factors for Asphaltic Concrete Type SPS will be based on compacted in place average density.
- b. Acceptance and pay factors for Asphaltic Concrete Type SP1, SP2, SP3, SP4, SP4 Special and SP5 will be based on single test air voids, running average air voids, compacted in place average density, and production tolerances pay factor as stated in Paragraph 5.b. subsection 1028.03
  - (1) When there is a production tolerance pay factor penalty as stated in Paragraph 5.b. subsection 1028.03 this penalty percentage will be subtracted from the percent pay for single test air voids for each subplot affected. These three individual pay factors will then be multiplied by each other to determine a total pay factor for each subplot [(750 tons) (680 Mg)].

#### 8. Asphaltic Concrete Air Voids

- a. Normally, 1 sample for testing will be taken from each subplot [(750 tons) (680 Mg)] at locations determined by the Engineer.
- b. The pay factors for the single test air voids and moving average of four air voids pay factors will be determined in accordance with table 1028.20.
- c. If the average air voids pay factor is (50% or reject) the NDR will have the first option of accepting or rejecting the asphaltic concrete represented in this subplot. If the NDR accepts this subplot the Contractor will have the second option of replacing this asphaltic concrete for no pay on the removal and for whatever pay factor that applies to the replacement.
- d. In the case of removal, the foremost limits of the removal will be defined as the tonnage (mass) at which the production and placement was halted and a design change was made. The rear limits will be at the tonnage (mass) where linear interpolation with the previous test return to an accepted range and out of rejection limits or at the limit(s) of the defective material as determined by additional core samples taken and tested by the Contractor which show result(s) in an acceptable range and out of rejection limits to the satisfaction of the Engineer.

**Table 1028.20**

<b>Acceptance Schedule Air Voids - <math>N_{des}</math></b>		
<b>Air voids test results</b>	<b>Moving average of four</b>	<b>Single test</b>
Less than 1.5%	Reject	Reject
1.5% to less than 2.0%	Reject	50%
2.0% to less than 2.5%	50% or Reject	95%
2.5% to less than 3.0%	90%	95%
3.0% to less than 3.5%	100%	100%
3.5% to 4.5%	102%	104%
Over 4.5% to 5.0%	100%	100%
Over 5.0% to 5.5%	95%	95%
Over 5.5% to 6.0%	90%	95%
Over 6.0% to 6.5%	50% or Reject	90%
Over 6.5% to 7.0%	Reject	50%
Over 7.0%	Reject	Reject

9. Asphalt Concrete Density Samples:
  - a. Density tests will be performed by the Contractor under direct observation of NDR personnel. The Contractor will establish the method of testing in the preconstruction conference and shall be tested in accordance with the AASHTO T 166 or NDR T 587. The Contractor will insure that the proper adjustment bias and/or correction factors are used and accessible to NDR personnel along with all other inputs when NDR T 587 is selected. All correlation factors and test results shall be generated and reported on the NDOR Density spreadsheet. All disputed values determined using NDR T 587 shall be resolved using AASHTO T 166.

- b. Density of samples shall be determined by comparing the specific gravity of the core sample to the Maximum Specific Gravity (Rice) as follows:

$$\% \text{ Density} = \frac{\text{Specific Gravity of Core}}{\text{Maximum Mix Specific Gravity (Rice)}} \times 100$$

where:

$$\text{Sp. Gr. of Core} = \frac{\text{Wt. of Core in Air}}{\text{Wt. of SSD Core} - \text{Wt. of Core in Water}}$$

$$\begin{array}{l} \text{Maximum Mix} \\ \text{Specific Gravity} = \\ \text{(Rice)} \end{array} = \frac{\text{Wt. of Mix in Air}}{\text{Wt. of Mix in Air} - \text{Wt. of Mix in Water}}$$

**Note:** The individual QC test value of the Maximum Mix Specific Gravity (Rice) will be used to calculate the density of each corresponding core.

- c. Either 4 inch (100 mm) or 6 inch (150 mm) diameter core samples shall be cut by the Contractor the first day of work following placement of the mixture.
- d. Normally, 1 sample for determination of density will be taken from each subplot (750 tons) (680 Mg) at locations determined by the Engineer.
- e. The theoretical maximum density for each lot (3,750 tons) (3,400 Mg) shall be calculated using AASHTO T 209.
- f. The average density of the lot shall be used to compute the pay factor for density. Exceptions to the sampling and testing of core samples for the determination of density are as follows:
- (1) When the nominal layer thickness is 1 inch (25 mm) or less, the sampling and testing of density for this layer will be waived.
  - (2) When the average thickness of the 5 cores for a lot is 1 inch (25 mm) or less, the testing of density samples for this lot will be waived.
  - (3) When the nominal layer thickness and the average of the original 5 cores for a lot are both more than 1 inch (25 mm), but some of the cores are less than 1 inch (25 mm) thick, additional cores shall be cut at randomly selected locations to provide 5 samples of more than 1 inch (25 mm) thickness for the determination of the pay factor for density.
- g. For the first lot (3,750 tons) (3,400 Mg) of asphaltic concrete produced on a project and for asphaltic concrete used for temporary surfacing, the pay factor for density shall be computed in accordance with Table 1028.21. After the completion of the first lot, the pay factor for density shall be computed in accordance with Table 1028.22.

- h. (1) If, at the completion of the project, the final lot consists of less than 3,750 tons (3400 Mg) of asphaltic concrete, a minimum of 3 samples, or 1 sample for each 750 tons (680 Mg) or fraction thereof, whichever is greater, shall be taken and tested for density.
- (2) The test results shall be averaged and the density pay factor based on the values shown in Table 1028.22.
- (3) Should the average of less than 5 density tests indicate a pay factor less than 1.00, additional density samples to complete the set of five shall be taken at randomly selected locations and the density pay factor based on the average of the 5 tests.

**Table 1028.21**

<b>Acceptance Schedule Density of Compacted Asphaltic Concrete (First Lot)</b>	
<b>Average Density (5 Samples, Percent of Voidless Density)</b>	<b>Pay Factor</b>
Greater than 90.0	1.00
Greater than 89.5 to 90.0	0.95
Greater than 89.0 to 89.5	0.70
89.0 or Less	0.40 or Reject

**Table 1028.22**

<b>Acceptance Schedule Density of Compacted Asphaltic Concrete (Subsequent Lots)</b>	
<b>Average Density (5 Samples, Percent of Voidless Density)</b>	<b>Pay Factor</b>
Greater than 92.4	1.00
Greater than 91.9 to 92.4	0.95
Greater than 91.4 to 91.9	0.90
Greater than 90.9 to 91.4	0.85
Greater than 90.4 to 90.9	0.80
Greater than 89.9 to 90.4	0.70
89.9 or Less	0.40 or Reject

- i. If requested by the Contractor, check tests for all density tests in the original set, taken no later than the working day following placement will be allowed in lots with a density pay factor of less than 1.00. No re-rolling will be allowed in these lots. Locations for checks tests will be determined by a new random sampling schedule provided by the Engineer. The average density obtained by the check tests shall be used to establish the density pay factor for the lot.

10. PG Binder Sampling

- a. At least one sample (2-1 quart cans) (2-1 liter cans) of PG Binder will be sampled by the Contractor's QC Technician for every Lot (3750 tons) (3400 Mg) of asphalt concrete mixture produced.
- b. Samples will be taken in accordance with NDR Standard Method T40.
- c. The QC Technician will include on the Sample Identification form all information required by the contract.

**HYDRATED LIME SLURRY STABILIZATION  
(Contractor QAQC)  
(S10-13-0703)**

Description

1. This work shall consist of constructing a Hydrated Lime Slurry base course. Produce the stabilized base course by milling the bituminous pavement, mixing the reclaimed bituminous pavement material with hydrated lime slurry and emulsified asphalt. Spread and compact the mixture in accordance with these specifications, as shown on the plans or directed by the Engineer.

Materials

- 2.a. The hydrated lime slurry shall be manufactured at the jobsite by slaking pebble quicklime. Pebble quicklime shall conform to the requirements listed in these Special Provisions. Each load of quicklime shall be accompanied by a certification stating the purity of that load.
- 2.b. The Emulsified Asphalt to be used shall be CSS-1H or CSS-1.
- 2.c. Water used for the hydrated lime slurry shall conform to the requirements of Section 1005 of the Standard Specifications.

Pebble Quicklime

- 2.d. This Specification covers pebble quicklime that is suitable for treatment of soil and soil-aggregate mixtures for purposes of stabilization. Pebble quicklime is a calcined material, the major part of which is calcium oxide or calcium oxide in natural association with a lesser amount of magnesium oxide capable of slaking with water. This specification applies to limes made from calcium type limestone.

## Requirements

- 2.e. Provide materials that comply with the requirements of AASHTO M 216 (ASTM C 977).
- 2.f. Receipt and approval of certification stating purity and type.

## Mix Design

- 3.a. A mixture design is required before the start of the project. The Contractor shall complete the mix design or have a mix design performed by a testing laboratory familiar with this type of recycling. The Contractor shall submit the mixture design to the Engineer for approval.
- 3.b. The proposed mix design shall have the properties as listed below and as indicated by the criteria given in Table 1.

**TABLE 1**  
**50 blow Marshall Design**

Property	Criteria
Cured Marshall Stability*, ASTM D 1559, Part 5, 40°C, min., lb.	1250
Retained Marshall Stability* after soaking based on cured stability, min., %	70
*Cured stability determined on 60°C curing to constant weight (<72 hours). Retained stability determined after 23-hour water soak at 25°C followed by 40°C soak for one hour.	

- 3.c. Pebble quicklime shall be added by mass to the required quantity of water to provide uniform hydrated lime slurry having dry solids content of not less than 30 percent.
- 3.d. The milled bituminous material shall pass a 1.25-inch (31.5 mm) sieve.
- 3.e. The quantity of hydrated lime shall be determined by the mix design but shall have a minimum of 1.0 percent hydrated lime, based on the mass of dry RAP, added to the RAP.
- 3.f. The quantity of asphalt emulsion and mixing water shall be determined by the mixture design.

## Sampling and Processing

- 3.g. Obtain cores from the areas to be recycled. If cores show significant differences in various areas, such as different type or thickness of layers between cores, then separate mix designs shall be performed for each of these pavement segments. It is recommended to take at a minimum, one core for each lane mile and where visual differences in the pavement are noticed. Cores shall be cut in the laboratory to the depth specified for the cold-in-place recycling project. Cores shall be crushed in the laboratory. This material shall be crushed to simulate field processed conditions. Perform a mix design(s) using the recycled asphalt pavement millings.

- 3.h. A target gradation using the following sieve sizes shall be submitted with the mix design and shall conform to the tolerances shown during field production.

Sieve Size	Tolerance During Production
1¼ inch (31.5 mm)	0
1 inch (25 mm)	±10
¾ inch (19 mm)	±10
No. 4 (4.75 mm)	±10
No. 30 (600 µm)	±10
No. 200 (75 µm)	±10

#### Equipment

4. Cold Recycling shall consist of a unit or a combination of units, which will satisfactorily perform the following requirements:

##### 4.A. Configuration

1. Slake pebble quicklime and transport the hydrated lime slurry to the milling operation.
2. Mill the bituminous pavement, add the hydrated lime slurry to the RAP, and pick up the RAP.
3. Process the RAP to meet the specified gradation.
4. Add the emulsified asphalt to the RAP and mix the RAP uniformly with the hydrated lime slurry and emulsified asphalt.
5. Deposit the mixture in a paver.

##### 4.B. Performance

1. The slaking equipment shall be specifically manufactured for this purpose. Tank trucks or trailers used to transport hydrated lime slurry shall have mechanical agitators.
- 2.(I) The milling unit shall be capable of milling the asphalt pavement to a depth shown in the plans and 12 feet (3.66 meters) wide in one pass, unless otherwise specified. It shall have automatic controls capable of maintaining uniform grade and cross-slope.
- 2.(II) The milling chamber shall have a spray bar to incorporate hydrated lime slurry into the RAP. The metering device for the spray bar shall be calibrated to, and controlled by, the continuous weighing system for the RAP.

3. The RAP processing unit shall be a crusher with a scalper screen, or other approved devices capable of reducing the RAP to the specified gradation.
4. The mixing unit shall have a continuous weighing system for the RAP, coupled with meters to maintain the proper proportion of RAP material, hydrated lime slurry and emulsified asphalt. The mixing unit shall be capable of producing a homogenous mixture of processed RAP material, hydrated lime slurry and emulsified asphalt and depositing the recycled mixture into a paver, without segregation.
5. The liquid metering systems shall deliver the additive to within 0.2 percentage points of the desired application rate, and shall shut off automatically if the delivery of RAP material is stopped.
6. Positive means shall be provided for calibration of the weighing and metering devices.

#### Construction Requirements:

5. Cold mill the existing bituminous surfacing in such a manner that does not disturb the underlying material in the existing roadway. The Contractor shall conduct his operations to prevent segregation of hydrated lime slurry stabilization material. Areas of segregated lime stabilized material shall be removed and replaced with non segregated material or the type of Asphaltic Concrete used on the project at no additional charge.

#### Spreading and finishing

- 5.a. The RAP, lime and emulsion mixture shall be delivered to the paver immediately after mixing the lime with the RAP. The recycled material shall be spread and finished true to crown and grade, in one or more lifts with a bituminous paver meeting the requirements of Section 503 or other equipment approved by the Engineer.

#### Compaction and Density Requirements

- 5.b. Compaction and density requirements for this project shall be a minimum of 97 percent of the target density obtained on a test strip compacted under the following conditions: The Mix temperature of the test strip shall be 50 degrees F (10° C) or higher. At least two test strips shall be completed to determine the target density and optimum sequence of rollers. These test strips will remain in place as part of the completed work. The depth of the lift shall be representative of the project.
- 5.c. Target density shall be the highest density achieved on the test strip using the rolling procedure approved by the Engineer. The rolling procedure, used on the test strip, shall have a minimum of six roller coverage's. The Engineer will use a nuclear gauge to establish a density growth curve for each procedure. Rolling shall be discontinued when four consecutive coverage's of the rollers fail to increase the density 1 pound per cubic foot (16 kg per cubic meter).
- 5.d. The Contractor shall have, as a minimum, the following self-propelled rollers for use on the project: a double drum vibratory steel roller and a pneumatic tire roller. The vibratory roller shall meet the requirements of Subsection 503 of the Standard Specifications and also have a minimum operating weight of 18,000 pounds (8165 kg) and a drum width of not less than 66 inches (1.68 meters). The vibratory roller may be



used in the static mode. The pneumatic tired roller shall weigh at least 30 tons (27 Mg) and have a minimum tire pressure of 90 pounds per square inch (psi) (620 kPa). The air pressure in each of the pneumatic tires will be within 5 (psi) (34 kPa) of each other. The Contractor shall supply a suitable tire pressure gauge. The rollers shall have watering systems to keep drums and tires wetted as required to prevent mixture pickup.

- 5.e. When there is a significant change in mix proportions, weather conditions or other controlling factors the Engineer may require construction of another test strip(s) to check target density.
- 5.f. Stabilization will not be performed when the ambient air temperature is less than 50 degrees F (10 degrees C). Also, the weather must not be foggy or rainy. The above requirement may be waived, but only in writing by the Engineer.

#### Preparation of Roadway

- 6. Remove vegetation from cracks, joints and other areas such as along edges of the roadway to prevent the contamination of the reclaimed asphalt pavement during the milling operation. If foreign matter or debris exists (dirt, leaves, etc.), the roadway shall be cleaned by power brooming.

#### Patching

- 7. The Contractor will repair all areas in the recycled roadway, which develop cracking and/or settlement after the cold recycling process. These areas shall be repaired by deep patching and completed prior to placement of the asphaltic concrete surfacing. The existing asphalt surfacing material, base and subgrade soil as required, shall be removed and replaced with the type of asphaltic concrete being produced on the project at that time and properly compacted to produce a stable repair.

#### Sampling and Testing

- 8. The Contractor shall randomly sample the recycled mixture for each 2500-foot (760 meter) lane section to verify that the mix design and density requirements are being met. If a sample fails to meet any of the mix design or density requirements the Contractor shall make any necessary adjustments and retest to verify that the mixture is meeting the requirements. All test results shall be reported to the State project personnel and a copy of the test reports submitted to the Engineer.

#### Method of Measurement

- 9.a. Patching shall be measured for payment in accordance with Subsection 516.05 of the Standard Specifications.
- 9.b. Hydrated Lime Slurry Stabilization shall be measured for payment by the station of completed and accepted work measured along the project centerline.

- 9.c. The Hydrated Lime will be measured by the Ton (Mg) of hydrated lime used in the slurry. Using the relationship of Pure Quicklime ( $\text{CaO}$ )  $\times 1.32 = \text{Hydrated Lime Ca(OH}_2\text{)}$ , the basis of pay for jobsite slaked hydrated lime shall be the “calculated method” using the certified lime purity for each load as follows:

$$\begin{aligned}\text{Quicklime Delivered} \times \% \text{ purity} \times 1.32 &= A \\ \text{Quicklime Delivered} \times \% \text{ inert material} \times 1.0 &= B \\ A+B &= \text{Total Hydrated Lime Produced (Pay Quantity)}\end{aligned}$$

- 9.d. Emulsified Asphalt for Hydrated Lime Slurry Stabilization shall be measured for payment by the gallon (liter). The refinery certified volume shall be used as a basis of measurement if the entire shipment is used.

#### Basis of Payment

- 10.a. “Hydrated Lime Slurry Stabilization” shall be paid for at the Contract unit price per station. This price shall include the milling, processing, addition and mixing of the lime slurry and emulsified asphalt, shaping, compaction, finishing, vegetation removal, roadway sweeping, tests strips and for all equipment, labor, tools, and incidentals necessary to complete the work.
- 10.b. The accepted quantity of “Hydrated Lime” will be paid at the Contract unit price per ton (Mg).
- 10.c. The accepted quantity of “Emulsified Asphalt for Hydrated Lime Slurry Stabilization” will be paid at the Contract unit price per gallon (liter). If the actual type of Emulsified Asphalt used is different than that shown in these provisions, the unit price will be adjusted, up or down, by the difference in the invoice price of the material.
- 10.d. Patching, measured as provided herein, shall be paid for in accordance with Subsection 516.06 of the Standard Specifications.
- 10.e. Water used in the hydrated lime slurry will not be measured for payment but shall be considered subsidiary to the item “Hydrated Lime”.

## CHECKING PERCENT SOLIDS OF LIME SLURRY

When requested by the Engineer, the Contractor shall determine the solids content of the hydrated lime slurry using Table 1, Table 2 and the Slurry Worksheet. The Contractor shall provide and use the standard weight per 83.205-ml Gardner cup meeting the requirements of ASTM D 244.

After a batch of lime slurry has been produced, use the following procedures to verify that the intended percent solids have been achieved.

Table 2, "Correction Factors to Adjust Density of Temperature", for accurate measurement of solids if slurry is not at 24 degrees C.

- I. Fill a quart container 3/4 full with lime slurry. Samples can be taken from ports located at either end of the vessel. Do not use glass.
- II. Weigh a dry, empty Gardner (WPG) cup and cover to the nearest 0.01 of a gram. Record this weight.
- III. Shake the lime slurry sample well. Immediately fill the WPG cup.
- IV. Tap the WPG cup lightly on an immovable object to allow for the escape of air bubbles.
- V. Slowly turn the cap of the WPG cup until it is completely seated. If the cover is pushed on quickly, lime slurry will squirt out through the hole in the center. Be sure to point the top of the WPG away from you (or others) while putting on the cap.
- VI. Hold the WPG cup by the top and bottom with thumb and forefinger. Be sure to cover the hole in the cap.
- VII. Rinse the WPG cup under running water to remove any lime from the outside of the cup.
- VIII. Dry the outside of the cup thoroughly.
- IX. Weigh the dry, filled WPG cup to the nearest 0.01 of a gram. Record this weight.
- X. Promptly remove the cover and insert thermometer. Record temperature.
- XI. Subtract the empty cup weight (step 2) from the filled cup weight (step 9). Record the difference.
- XII. Multiply the difference by 0.1. This number is the density (lbs./gallon) of the lime slurry. Record this number.
- XIII. Look up the temperature correction in Table 2. Record.
- XIV. Multiply the slurry density times the temperature correction. This is the adjusted slurry density. Record on the slurry worksheet.
- XV. Find the nearest density to that recorded above on the "Slurry Solids Chart" on Table 1, Slurry Solids Chart - 24 degrees C. The corresponding number is the percent solids of the lime slurry sample. Record on worksheet.

**Table 1, Page 1**  
**Slurry Solids Chart – 24°C**

<b>Density lbs./gal.</b>	<b>Slurry Solids %</b>	<b>Density lbs./gal.</b>	<b>Slurry Solids %</b>	<b>Density lbs./gal.</b>	<b>Slurry Solids %</b>	<b>Density lbs./gal.</b>	<b>Slurry Solids %</b>
9.108	15.1	9.402	20.1	9.715	25.1	10.050	30.1
9.114	15.2	9.406	20.2	9.722	25.2	10.057	30.2
9.120	15.3	9.414	20.3	9.728	25.3	10.064	30.3
9.128	15.4	9.420	20.4	9.735	25.4	10.071	30.4
9.131	15.5	9.426	20.5	9.741	25.5	10.078	30.5
9.137	15.6	9.433	20.6	9.748	25.6	10.085	30.6
9.143	15.7	9.439	20.7	9.755	25.7	10.092	30.7
9.148	15.8	9.445	20.8	9.761	25.8	10.099	30.8
9.154	15.9	9.451	20.9	9.768	25.9	10.106	30.9
9.160	16.0	9.457	21.0	9.774	26.0	10.113	31.0
9.166	16.1	9.463	21.1	9.781	26.1	10.120	31.1
9.171	16.2	9.469	21.2	9.787	26.2	10.127	31.2
9.177	16.3	9.476	21.3	9.794	26.3	10.134	31.3
9.183	16.4	9.482	21.4	9.800	26.4	10.141	31.4
9.189	16.5	9.488	21.5	9.807	26.5	10.148	31.5
9.195	16.6	9.494	21.6	9.814	26.6	10.155	31.6
9.200	16.7	9.500	21.7	9.820	26.7	10.163	31.7
9.206	16.8	9.506	21.8	9.827	26.8	10.170	31.8
9.212	16.9	9.513	21.9	9.833	26.9	10.177	31.9
9.218	17.0	9.519	22.0	9.840	27.0	10.184	32.0
9.224	17.1	9.525	22.1	9.847	27.1	10.191	32.1
9.230	17.2	9.531	22.2	9.853	27.2	10.198	32.2
9.235	17.3	9.538	22.3	9.860	27.3	10.205	32.3
9.241	17.4	9.544	22.4	9.867	27.4	10.212	32.4
9.247	17.5	9.550	22.5	9.873	27.5	10.220	32.5
9.253	17.6	9.556	22.6	9.880	27.6	10.227	32.6
9.259	17.7	9.563	22.7	9.887	27.7	10.234	32.7
9.265	17.8	9.569	22.8	9.894	27.8	10.241	32.8
9.271	17.9	9.575	22.9	9.900	27.9	10.248	32.9
9.277	18.0	9.581	23.0	9.907	28.0	10.255	33.0
9.282	18.1	9.588	23.1	9.914	28.1	10.263	33.1
9.288	18.2	9.594	23.2	9.920	28.2	10.270	33.2
9.294	18.3	9.600	23.3	9.927	28.3	10.277	33.3
9.300	18.4	9.607	23.4	9.934	28.4	10.284	33.4
9.306	18.5	9.613	23.5	9.941	28.5	10.292	33.5
9.312	18.6	9.619	23.6	9.948	28.6	10.299	33.6
9.318	18.7	9.626	23.7	9.954	28.7	10.306	33.7
9.324	18.8	9.632	23.8	9.961	28.8	10.314	33.8
9.330	18.9	9.638	23.9	9.968	28.9	10.321	33.9
9.336	19.0	9.645	24.0	9.975	29.0	10.328	34.0
9.342	19.1	9.651	24.1	9.982	29.1	10.335	34.1
9.348	19.2	9.658	24.2	9.988	29.2	10.343	34.2
9.354	19.3	9.664	24.3	9.995	29.3	10.350	34.3
9.360	19.4	9.670	24.4	10.002	29.4	10.358	34.4
9.366	19.5	9.677	24.5	10.009	29.5	10.365	34.5
9.372	19.6	9.683	24.6	10.016	29.6	10.372	34.6
9.378	19.7	9.690	24.7	10.023	29.7	10.380	34.7
9.384	19.8	9.696	24.8	10.030	29.8	10.387	34.8
9.390	19.9	9.703	24.9	10.037	29.9	10.394	34.9
9.396	20.0	9.709	25.0	10.044	30.0	10.402	35.0

**Table 1, Page 2**  
**Slurry Solids Chart – 24°C**

Density lbs./gal.	Slurry Solids %	Density lbs./gal.	Slurry Solids %	Density lbs./gal.	Slurry Solids %	Density lbs./gal.	Slurry Solids %
10.409	35.1	10.795	40.1	11.210	45.1	11.658	50.1
10.417	35.2	10.803	40.2	11.218	45.2	11.667	50.2
10.424	35.3	10.811	40.3	11.227	45.3	11.677	50.3
10.432	35.4	10.819	40.4	11.236	45.4	11.686	50.4
10.439	35.5	10.827	40.5	11.244	45.5	11.695	50.5
10.447	35.6	10.835	40.6	11.253	45.6	11.705	50.6
10.454	35.7	10.843	40.7	11.262	45.7	11.714	50.7
10.462	35.8	10.851	40.8	11.270	45.8	11.724	50.8
10.469	35.9	10.859	40.9	11.279	45.9	11.733	50.9
10.477	36.0	10.867	41.0	11.288	46.0	11.743	51.0
10.484	36.1	10.875	41.1	11.297	46.1	11.752	51.1
10.492	36.2	10.883	41.2	11.305	46.2	11.762	51.2
10.499	36.3	10.892	41.3	11.314	46.3	11.771	51.3
10.507	36.4	10.900	41.4	11.323	46.4	11.781	51.4
10.514	36.5	10.908	41.5	11.332	46.5	11.790	51.5
10.522	36.6	10.916	41.6	11.341	46.6	11.800	51.6
10.530	36.7	10.924	41.7	11.349	46.7	11.809	51.7
10.537	36.8	10.932	41.8	11.358	46.8	11.819	51.8
10.545	36.9	10.941	41.9	11.367	46.9	11.828	51.9
10.552	37.0	10.949	42.0	11.376	47.0	11.838	52.0
10.560	37.1	10.957	42.1	11.385	47.1	11.848	52.1
10.568	37.2	10.965	42.2	11.394	47.2	11.857	52.2
10.575	37.3	10.974	42.3	11.403	47.3	11.867	52.3
10.583	37.4	10.982	42.4	11.412	47.4	11.877	52.4
10.591	37.5	10.990	42.5	11.421	47.5	11.886	52.5
10.599	37.6	10.998	42.6	11.430	47.6	11.896	52.6
10.606	37.7	11.007	42.7	11.439	47.7	11.906	52.7
10.614	37.8	11.015	42.8	11.447	47.8	11.915	52.8
10.622	37.9	11.023	42.9	11.456	47.9	11.925	52.9
10.629	38.0	11.032	43.0	11.465	48.0	11.935	53.0
10.637	38.1	11.040	43.1	11.475	48.1	11.945	53.1
10.645	38.2	11.048	43.2	11.484	48.2	11.954	53.2
10.653	38.3	11.057	43.3	11.493	48.3	11.964	53.3
10.661	38.4	11.065	43.4	11.502	48.4	11.974	53.4
10.668	38.5	11.074	43.5	11.511	48.5	11.984	53.5
10.676	38.6	11.082	43.6	11.520	48.6	11.994	53.6
10.684	38.7	11.090	43.7	11.529	48.7	12.004	53.7
10.692	38.8	11.099	43.8	11.538	48.8	12.014	53.8
10.700	38.9	11.107	43.9	11.547	48.9	12.023	53.9
10.707	39.0	11.116	44.0	11.556	49.0	12.033	54.0
10.715	39.1	11.124	44.1	11.566	49.1	12.043	54.1
10.723	39.2	11.133	44.2	11.575	49.2	12.053	54.2
10.731	39.3	11.141	44.3	11.584	49.3	12.063	54.3
10.739	39.4	11.150	44.4	11.593	49.4	12.073	54.4
10.747	39.5	11.158	44.5	11.602	49.5	12.083	54.5
10.755	39.6	11.167	44.6	11.612	49.6	12.093	54.6
10.763	39.7	11.175	44.7	11.621	49.7	12.103	54.7
10.771	39.8	11.184	44.8	11.630	49.8	12.113	54.8
10.779	39.9	11.193	44.9	11.639	49.9	12.123	54.9
10.787	40.0	11.201	45.0	11.649	50.0	12.134	55.0

**Table 2**  
**Correction Factor to Adjust Slurry Densities for Temperature**

<b>Temp (C)</b>	<b>Factor</b>	<b>Temp (C)</b>	<b>Factor</b>
20	0.99927	61	1.01176
21	0.99944	62	1.01218
22	0.99962	63	1.01262
23	0.99981	64	1.01305
24	1.00000	65	1.01349
25	1.00002	66	1.01394
26	1.00041	67	1.01439
27	1.00063	68	1.01485
28	1.00085	69	1.01531
29	1.00109	70	1.01578
30	1.00132	71	1.01626
31	1.00157	72	1.01673
32	1.00182	73	1.01722
33	1.00208	74	1.01770
34	1.00234	75	1.01820
35	1.00261	76	1.01870
36	1.00289	77	1.01920
37	1.00318	78	1.01971
38	1.00347	79	1.02022
39	1.00376	80	1.02074
40	1.00407	81	1.02126
41	1.00438	82	1.02179
42	1.00469	83	1.02232
43	1.00501	84	1.02286
44	1.00534	85	1.02341
45	1.00567	86	1.02395
46	1.00601	87	1.02451
47	1.00635	88	1.02506
48	1.00670	89	1.02563
49	1.00706	90	1.02619
50	1.00742	91	1.02677
51	1.00779	92	1.02734
52	1.00816	93	1.02793
53	1.00854	94	1.02851
54	1.00892	95	1.02911
55	1.00931	96	1.02970
56	1.00970	97	1.03031
57	1.01010	98	1.03091
58	1.01051	99	1.03152
59	1.01092	100	1.03214
60	1.01134	101	1.03276

**PROPOSAL GUARANTY  
(S1-38-0801)**

As an evidence of good faith in submitting a proposal for this work or for any portion thereof as provided in the proposal form, the bidder must file with his proposal a bid bond, which must be executed on the Department of Roads' Bid Bond form, in the amount of 5 percent of the amount bid for any group of items or collection of groups for which the bid is submitted. Any alterations, conditions or limitations added to the Department of Roads' Bid Bond form will be unacceptable and cause the bid not to be opened and read.

\* \* \* \* \*

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