

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

PROJECT NO. 15-CR-008

**CDBG
ASPHALT RESURFACING
GARFIELD AVENUE – A STREET
TO E STREET
D STREET – GARFIELD AVENUE
TO BALTIMORE AVENUE**

CITY OF HASTINGS

APRIL 2016



ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the construction of the following project:

CDBG PROJECT NO. 15-CR-008
ASPHALT RESURFACING
GARFIELD AVENUE – A STREET TO E STREET
D STREET – GARFIELD AVENUE TO BALTIMORE AVENUE

until 10:00 a.m. at the Office of the City Clerk of Hastings, Nebraska, on the 19th day of April, 2016, at which time and place all bids will be publicly opened and read aloud.

The Contract Documents, including plans and specifications, are on file at the Office of the City Clerk of Hastings, 220 N Hastings Avenue, Hastings Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by viewing the City of Hastings Website www.cityofhastings.org/bids. For questions, contact Diane Parker, 402-461-2330. A paper copy is available by depositing Fifty Dollars (\$50.00), plus \$3.50 sales tax and \$5.00 postage if mailed for each project packet requested, none of which will be refunded.

Each bid shall be accompanied by a certified check, drawn on a solvent bank in the State of Nebraska, or a bid bond in an amount of not less than five percent (5%) of the total bid of all contract construction costs, made payable to the City Treasurer of the City of Hastings, Nebraska, as security that the bidder to whom the contract may be awarded will enter into a contract to build all the improvements in accordance with this notice and give bond in the sum hereinafter provided for the construction of improvements.

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of thirty (30) days after scheduled time of closing bids.

Time is of the essence in this contract. In evaluating bid(s) received, the City will consider the timelines of completion of prior construction contracts, existing workload of bidders and available manpower that bidder commits to the project.

The successful bidder will be required to furnish a Performance Bond in the sum of the full amount of the Contract within ten (10) days of the date of award. No additional time will be allowed the Contractor for providing the Performance Bond.

This project is funded in part by the Nebraska Department of Economic Development, Community Development Block Grant program. As such, the project requires compliance with Davis-Bacon Act and Equal Opportunity requirements. Section 3 business concerns are encouraged to bid on this project.

DATED AT HASTINGS, NEBRASKA, this 24th day of March, 2016.

CITY OF HASTINGS, NEBRASKA

Kimberly S. Jacobitz, City Clerk

Publish: March 28, 2016
April 4, 2016
April 11, 2016

Furnish 2 proofs of publication

NOTE TO CONTRACTORS/ SPECIAL PROVISIONS:

1. This project is funded in part by the Nebraska Department of Economic Development, Community Development Block Grant program. As such, the project requires compliance with Davis Bacon Act and Equal Opportunity requirements. Section 3 business concerns are encouraged to bid on this project. Please submit completed 3a and 3b forms. List your minority enterprises included in your bid or your efforts to obtain minority enterprises for work in this project.
2. Contractors are requested to fill in each individual unit quantity blank and totals of each respective unit. Project accounting covers 2 Grant allocations
3. Please check to verify that your bid surety accompanies your bid. Bids not accompanied with a surety will not be read.
4. Contract, if awarded, will be awarded to the low bidder bid for Project CDBG 15-CR-008 respectively.
5. It is understood and agreed that time is of the essence in the contract. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not a penalty, (see table below) per working day of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages. Deductions will be in accordance with Article 108.08 of the 2007 Nebraska Department of Roads Standard Specifications for Highway Construction and its supplements and revisions.

SCHEDULE OF LIQUIDATED DAMAGES

CONTRACT AMOUNT		LIQUIDATED DAMAGES
More Than	Up To And Including	Per Working Day
\$0	\$25,000	\$63
\$25,000	\$50,000	\$105
\$50,000	\$100,000	\$154
\$100,000	\$500,000	\$210
\$500,000	\$1,000,000	\$315
\$1,000,000	\$2,000,000	\$420
\$2,000,000	\$5,000,000	\$630
\$5,000,000	\$10,000,000	\$840
\$10,000,000		\$980

6. The undersigned bidder agrees and understands that bidder will be appointed as Purchasing Agent for the City and will be issued an Exempt Sales Certificate to be used in accordance with specified requirements.

7. This contract shall be awarded only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to such matters as contract integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

8. This project calls for utilizing recycled asphalt products into the mix design. Contractor's bid is to incorporate RAP into mix design, and the bid items shall reflect all costs to provide for recycled asphaltic concrete per ton on a net basis. Incentive payment, in accordance with NDOR (J-22-1210), is void and will not be applicable to this contract.

CITY OF HASTINGS

PROPOSAL

(ALL BIDS MUST BE SUBMITTED ON THIS FORM)

TO MEMBERS OF THE CITY COUNCIL
CITY OF HASTINGS
HASTINGS, NEBRASKA

THE UNDERSIGNED, having examined the plans, specifications, general and special conditions and other contract documents, including any addenda thereto, and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal, (b) the location, arrangement, character, conditions of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures and other installations, both surface and underground, which may affect or be affected by the proposed work, (c) the nature and extent of the embankments and excavations to be made and the type, character and general condition of materials to be filled and excavated, (d) the necessary handling and re-handling of excavated materials, (e) the difficulties and hazards to the work which might be caused by storm and flood water, (f) local conditions relative to labor, transportation, hauling and rail facilities and (g) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant, to perform all necessary labor and supervision and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following proposal for:

Project No. 15-CR-008
ASPHALT RESURFACING
GARFIELD AVENUE – A STREET TO E STREET
D STREET – GARFIELD AVENUE TO BALTIMORE AVENUE

PROJECT QUANTITIES
PROJECT NO. CDBG 15-CR-008
GARFIELD AVENUE - A STREET TO E STREET
D STREET - GARFIELD AVENUE TO BALTIMORE AVENUE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
1	Cold Milling Class 3 (approximately 2")	5,685.1	S.Y.	\$	\$
2	Asphaltic Concrete Type SLX	799.6	Tons	\$	\$
3	Asphaltic Cement Performance Graded Binder (64-34) with Evotherm	60.3	Tons	\$	\$
4	Emulsified Asphalt (SS1H) Tack Coat	1,421.3	GAL	\$	\$
5	Asphaltic Patching Type SPR	205.2	Tons	\$	\$
6	Remove 30" Combination Curb & Gutter	657.6	Lin. Ft.	\$	\$
7	Build 30" Combination Curb & Gutter	76.9	Lin. Ft.	\$	\$
8	Full Depth Saw Cut	423.5	Lin. Ft.	\$	\$
9	Remove Asphalt Pavement (Intersection)	771.6	S.Y.	\$	\$
10	Build 6" PCC Concrete Pavement (47B) (Intersection)	976.8	S.Y.	\$	\$
11	Remove Sidewalk	75.1	S.Y.	\$	\$
12	Build 5" PCC Concrete Sidewalk (47B)	59.4	S.Y.	\$	\$
13	Build Curb Ramp (Detectable Warning Pad Furnished by City)	12	EACH	\$	\$
14	Adjust Manhole to Grade	7	EACH	\$	\$
15	Adjust Utility Water Valve to Grade	2	EACH	\$	\$
16	Traffic Control, Barricades, and Maintenance thereof	1	Lump Sum	\$	\$
TOTAL				\$	\$

Amount shall be shown in both words and figures.

In case of a discrepancy, the amount shown in words will govern.

The undersigned bidder agrees to furnish the required performance bond and to enter into a contract within ten (10) days after acceptance of the Proposal and further agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements. The proposed work is to commence as soon as possible after the contract is signed and the required bond is approved with completion of work on or before SEPTEMBER 1, 2016.

Enclosed herewith is the required bid bond in the amount of 5% of Base Bid which the undersigned bidder agrees is to be forfeited to and become the property of the City of Hastings, Nebraska, as liquidated damages should this proposal be accepted and a contract awarded to bidder and bidder fail to enter into a contract in the form prescribed and to furnish the required performance bond within ten (10) days, but otherwise the aforesaid proposal guarantee will be returned upon bidder signing the contract and delivering the approved performance bond.

In submitting this bid, it is understood that the right is reserved by the City to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of thirty (30) days after the scheduled time for the receipt of bids.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that bidder has not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Hastings and (d) that bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

The undersigned bidder agrees and understands that they will be appointed as Purchasing Agent for the City and will be issued an Exempt Sales Certificate to be used in accordance with specified requirements.

DATED IN _____ this _____ day of _____, 2016.

I/We hereby acknowledge receipt of Addenda Nos. _____.

SIGNATURE OF BIDDER:

If an Individual: _____ doing business as

If a Partnership: _____

By: _____
Member of Firm

If a Corporation: _____

By: _____

Title: _____

Business Address of Bidder:

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Hastings, Nebraska, a Municipal Corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor".

1. Improvements. The Contractor hereby agrees to construct certain improvements for the City, described as follows:

**Project No. 15-CR-008
ASPHALT RESURFACING
GARFIELD AVENUE – A STREET TO E STREET
D STREET – GARFIELD AVENUE TO BALTIMORE AVENUE**

In connection with construction of the improvements, the Contractor will furnish all labor, tools, equipment and materials.

2. Price. For and in consideration of the construction of the improvements, the City agrees to pay to the Contractor the sum of \$_____. The time and manner of payment shall be set forth in the contract document.

3. Specifications. The Contractor shall construct the improvements in accordance with the project specifications.

4. Project Manager. The City hereby designates the City Engineer as the Project Manager. The City Engineer may appoint a member of the Engineering Department Staff to so serve in his place. The Project Manager shall interpret and construe the contract documents and reconcile any apparent or alleged conflicts and inconsistencies therein. All work upon the improvements shall be subject to the approval of the Project Manager. The Project Manager shall determine any and all questions that arise concerning the performance of the work, the workmanship, quality of materials, acceptability of the completed project and the contract documents. The decision of the Project Manager shall be final, conclusive and binding.

5. Schedule. The Contractor shall perform and complete all work within the time and in the manner established by the project specifications.

6. Performance Bond. To ensure prompt, faithful, sufficient and complete performance of this contract, the Contractor shall, upon execution of this contract, furnish to the City a performance bond issued by one or more sureties acceptable to the City. Said bond shall be in the full amount of the contract price and shall ensure the faithful performance of the contract. The bond shall be in a form acceptable to the City.

7. No Encumbrances. The work and materials for the project shall be completely installed and delivered to the City within the time provided herein free and clear of all liens, claims, encumbrances or demands of any kind.

8. Contract Documents. This contract shall consist of component parts, all of which are as fully a part of the contract as if set forth herein, or if not attached, as if hereto attached:

- (a) Agreement (this instrument)
- (b) Advertisement for Bids
- (c) Proposal
- (d) Performance Bond
- (e) Technical Specifications
- (f) Special Provisions General Requirements
- (g) Plans and Typical Sections
- (h) Addenda Nos.:
- (i) Multiple Counterparts – This agreement may be executed in multiple counterparts containing the signatures of all parties on one or more counterparts, and each counterpart shall be considered an original of this document.

9. Applicable Law. The Contract shall comply with all applicable local, state and federal laws and regulations, which shall include but not be limited to: State of Nebraska Standard Specifications for Highway Construction, Series 2007 English Units Department of Roads and its Supplements or Revisions; National Electric Code 2008; International Building Code 2009; International Fire Code 2003; NFPA Pamphlet No. 54, 2012; International Plumbing Code 2012, Uniform Mechanical Code 2009.

DATED this day and year first above written.

CONTRACTOR

By: _____

Title: _____

CITY OF HASTINGS

By: _____

Title: _____

ATTEST:

CITY CLERK

(SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____,
as principal, and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Nebraska, as surety are held and firmly
bound unto the CITY OF HASTINGS, NEBRASKA, a municipal corporation organized and
existing under the laws of the State of Nebraska, hereinafter referred to as CITY, in the penal sum
of _____ Dollars (\$_____),
lawful money of the United States, for the payment of which will and truly be made, we the said
principal and the said surety do hereby bind ourselves, our heirs, executors, administrators and
assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that, whereas the principal, by an instrument in writing
attached hereto and bearing the date of _____, 20____, has agreed with the
CITY to do all work necessary and to furnish all labor, materials, supplies, tools and equipment to

as specified thereby and in the specifications, proposals and contract forming the Contract
Documents attached thereto and made a part hereof:

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a
workmanlike manner, and to the satisfaction of the CITY perform and complete the work required,
and shall defend, indemnify and save harmless the CITY against all damages, claims, demands,
expenses and charges of every kind (including claims of patent infringement) arising from any act,
omission or neglect of said principal, his agents, servants or employees, with relation to said work,
and shall pay all costs, charges, rentals and expenses for labor, materials, supplies and equipment
and deliver the said improvement to the CITY completed and ready for operation and free from all
encumbrances or claims for labor, materials or otherwise, and shall pay all other expenses lawfully
chargeable to the CITY, and this bond shall also be for the use and benefit of all persons who may

perform any work or labor or furnish any material in the execution of said Contract and may be sued on thereby in the name of any such party claiming the benefit hereof, then this obligation shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in full force and effect for the full guarantee period provided in the specifications contained herein.

PROVIDED FURTHER, that said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to terms of the Contract, to the work or to the specifications.

PROVIDED FURTHER, that if the principal of his, their or its subcontractor or subcontractors fail to duly pay for any labor, materials team, hire sustenance, provisions, provender or any other supplies or materials used or consumed by such contractor of his, their or its subcontractors in performance of the work contracted to be done, the surety will pay the same in any amount not exceeding the sum specified in the bond together with interest as provided by law.

IT WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20____,

This Bond is executed in triplicate counterparts.

	_____	Principal
(SEAL)	_____	Street Address
_____	Witness	_____
		City, State, Zip

		Name of Person Executing
ATTEST:	_____	_____
		Surety
_____		By: _____
_____		Title: _____

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date (see Instructions)		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Identify Project					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY					
Name and Address of Subcontractor			Delegation Information		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most

nonprofit organizations are **NOT** exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to Contractor Information on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT**

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name _____			Name _____		
Legal Name _____					
Street Address (Do not use PO Box) _____			Street or Other Mailing Address _____		
City _____	State _____	Zip Code _____	City _____	State _____	Zip Code _____

Check Type of Certificate

- Single Purchase** If single purchase is checked, enter the related invoice or purchase order number _____.
- Blanket** If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

- Check One** Purchase for Resale (Complete Section A.) Exempt Purchase (Complete Section B.) Contractor (Complete Section C.)

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of _____
Description of Product or Service Sold, Leased, or Rented

My Nebraska Sales Tax Permit Number is 01-_____.

If none, state the reason _____
or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (insert appropriate number for the category of exemption described on the reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Items Purchased _____	Intended Use of Items Purchased _____
--------------------------------------	---------------------------------------

If exemption category 3 or 4 is claimed, enter your Nebraska Exemption Certificate number. 05-_____. Do not enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold _____	Date of Seller's Original Purchase _____	Was tax paid when purchased by seller? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was item depreciable? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Section C—For Contractors Only

1. Purchase of building materials or fixtures.

- As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax Permit Number is: _____.

2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of _____ (exempt entity)

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here →

Authorized Signature _____ Title _____ Date _____

Authorized Signature Name (please print) _____

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.

Sellers cannot accept incomplete certificates.
revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

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Community Development Block Grant Regulations
BONDING AND INSURANCE REQUIREMENTS
CODE OF FEDERAL REGULATIONS 24CFR85.36

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold*, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

*fixed at 41 U.S.C. 403(11) (currently set at \$100,000)

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor 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 so 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or 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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each 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 29 CFR Part 3;

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

(c) 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 subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action 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.

4. Apprentices and Trainees.

(i) **Apprentices.** 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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** 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 U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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 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. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR part 1).

The law provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 109 of the Housing and Community Development Act of 1974, As Amended.

The law requires that, "[n]o person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of Title 29 also shall apply to any such program or activity."

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, Et, seq.).

The law provides that, "no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

"Section 504 provides that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 1701u).

The law provides that, "to the greatest extent feasible, recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people."

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND
SEGREGATED FACILITIES**

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds \$100,000).
- (c) No segregated facilities will be maintained.

Name & Title of Signer (Print or Type)

Signature

Date

CONTRACTOR**Section 3 Plan**

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of _____

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.
- E. *To insure that subcontracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

**Loans, grants, contracts and subsidies for less than \$100,000 will be exempt.*

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract.

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of the nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contract/subcontracts above \$10,000)

1. SEC. 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracting agencies shall include in every government contract hereafter entered into the following:

During the performance of this contract:

- (1) The contractor will not discriminate against any employee a applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the [Contract Compliance Officer], advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the [Department] and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor *will* take such action with respect to any subcontract or purchase order as may be directed by the [Department and the] Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction [by the Department], the contractor may request the United States to enter into such litigation to protect the interests of the United States [italics added]."

ACCESS TO AND MAINTENANCE OF RECORDS

The Consultant/Contractor agrees to maintain such records and follow such procedures as may be required under HUD Community Planning and Development (CPD) subpart J, 570.502 (paragraph a. 16.) and 24CFR85.42 (paragraphs (b) and (c)) and any such procedures that the department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant/Contractor or grantee for a period of three years after the final audit of the grantee's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the grantee shall request a longer period for record retention.

The grantee, the department and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant/Contractor involving transactions to this local program and contract.

Conflict of Interest

From 24CFR85.36, no officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this Contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

CLEAN AIR AND WATER ACTS – REQUIRED CLAUSES

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. s/s 7401 et seq. (1970)), the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), and the regulation of the Environmental Protection Agency with respect to 40 CFR32 as amended. It also should be mentioned in the bid document.

During the performance of this contract:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 48 CFR 9.40 and 40CFR32.20.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the government may direct as a means of enforcing such provisions.

NEBRASKA

possibilities...endless™

Department of Economic Development

TO GRANTEES FOR CONSTRUCTION PROJECTS SUBJECT TO DAVIS-BACON:

The following documents must be bound into the project specifications/bid document/awarded contract:

- **General Wage Determination**
- **Attachments 1, 3, 3a, 3b, 4, 5, 6**
- **Federal Labor Standards Provisions, HUD-4010**

The General Wage Determination is issued without a time limitation and will be in effect until the U.S. Department of Labor issues either modifications or a new determination. This project would be subject to any modification or new determination if published before the opening of bids and there is reasonable time to notify bidders, or if the contract has not been awarded within 90 days after bid opening. **Ten days before bid opening you need to verify the applicability of the wage determination online; please make a note in the file to include your name, the date verified, wage determination number, wage determination modification number, wage determination date and type of project (heavy, highway, building, residential). Additionally you will need to download the Federal Labor Standards Provisions and HUD-4010.** Before you award a contract you must verify the contractor by visiting the Excluded Parties List System website; you will need to print out the results of the search and file this in the construction folder. **When a Project Specific Determination is needed you will need to submit SF-308 to the Department, please contact me.** If you have questions, please contact me.

Contract Documents

Link

HUD 4010..... <http://portal.hud.gov/hudportal/documents/huddoc?id=4010.pdf>

Davis-Bacon Verification

Link

Wage Determination..... <http://www.wdol.gov/>
Contractor Verification (Excluded Parties List System)..... <http://epls.gov/>

If you have questions, please call me at (402) 471-3745 or email me at terry.mcauliffe@nebraska.gov.

Sincerely,

Terry McAuliffe
Labor Standards Specialist
Community and Rural Development Division

Wage Decision text format

General Decision Number: NE160031 01/08/2016 NE31

Superseded General Decision Number: NE20150031

State: Nebraska

Construction Type: Highway

Counties: Adams, Blaine, Buffalo, Clay, Custer, Franklin, Garfield, Greeley, Hall, Hamilton, Harlan, Howard, Kearney, Loup, Merrick, Nance, Nuckolls, Phelps, Sherman, Valley, Webster and Wheeler Counties in Nebraska.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/08/2016

* ENGI0571-005 01/01/2013

	Rates	Fringes
OPERATOR: Trencher.....	\$ 20.83	9.60

* SUNE2011-027 08/29/2011

	Rates	Fringes
CARPENTER.....	\$ 17.16	

CEMENT MASON/CONCRETE FINISHER
 Adams, Blaine, Buffalo,
 Clay, Franklin, Garfield,
 Greeley, Hall, Hamilton,
 Harlan, Howard, Kearney,
 Loup, Merrick, Nance,
 Nuckolls, Phelps, Sherman,
 Valley Webster, Wheel
 Counties.....\$ 14.06
 Custer County.....\$ 15.38

ELECTRICIAN, Includes Installation of Traffic Signals.....	\$ 19.00
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FENCE ERECTOR.....	\$ 12.83
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HIGHWAY/PARKING LOT STRIPING:

Wage Decision text format

Laborer

Adams, Blaine, Buffalo,
Custer, Clay, Franklin,
Garfield, Greeley, Hall,
Hamilton, Harlan, Howard,
Loup, Merrick, Nance,
Nuckolls, Phelps, Sherman,
Valley Webster, & Wheel
Counties.....\$ 11.49
Kearney County.....\$ 12.00

IRONWORKER, REINFORCING.....\$ 17.93

LABORER: Common or General

Adams County.....\$ 11.52
Blaine, Clay, Franklin,
Garfield, Greeley, Howard,
Kearney, Loup, Merrick,
Nance, Phelps, Sherman,
Webster & Wheeler Counties..\$ 11.39
Buffalo County.....\$ 9.43
Custer County.....\$ 11.12
Hall County.....\$ 12.79
Hamilton County.....\$ 12.77
Harlan County.....\$ 12.24
Nuckolls County.....\$ 10.64
Valley County.....\$ 11.13

LABORER: Landscape &
Irrigation.....\$ 8.30

LABORER: Mason Tender -
Cement/Concrete.....\$ 9.75

LABORER: Traffic Control -
Flagger and Cone/Barrel Setter

Adams County.....\$ 8.75
Blaine, Clay, Custer,
Franklin, Garfield,
Greeley, Loup, Merrick,
Nance, Nuckolls, Phelps,
Webster & Wheeler Counties..\$ 10.16
Buffalo County.....\$ 10.97
Hall County.....\$ 9.72
Hamilton County.....\$ 9.65
Harlan County.....\$ 11.96
Howard County.....\$ 9.35
Kearney County.....\$ 9.68
Sherman County.....\$ 9.83
Valley County.....\$ 11.15

LABORER

Asphalt Raker.....\$ 11.13

Operating Engineers: (Skid
Loader).....\$ 12.96

OPERATOR: Asphalt Plant.....\$ 12.75

OPERATOR: Backhoe Loader
Combo.....\$ 14.33

OPERATOR: Broom/Sweeper.....\$ 10.77

Wage Decision text format

OPERATOR: Bulldozer.....\$ 15.69

OPERATOR: Chain Saw.....\$ 13.35

OPERATOR: Compactor.....\$ 10.05

OPERATOR: Crane
 Adams, Blaine, Buffalo,
 Custer, Clay, Franklin,
 Garfield, Greeley, Hall,
 Hamilton, Howard, Kearney,
 Loup, Merrick, Nance,
 Nuckolls, Phelps, Sherman,
 Valley Webster, & wheele
 Counties.....\$ 16.17
 Harlan County.....\$ 13.60 1.80

OPERATOR: Distributor.....\$ 14.37

OPERATOR: Loader
 Adams, Blaine, Clay,
 Franklin, Garfield,
 Greeley, Hamilton, Howard,
 Kearney, Loup, Marrick,
 Nance, Nuckolls, Phelps,
 Sherman, Valley, Webster,
 Wheeler Counties.....\$ 14.68
 Buffalo County.....\$ 15.21
 Custer County.....\$ 17.58
 Hall County.....\$ 13.78
 Harlan County.....\$ 13.02

OPERATOR: Mechanic
 Adams, Blaine, Buffalo,
 Custer, Clay, Franklin,
 Garfield, Greeley,
 Hamilton, Harland, Howard,
 Kearney, Loup, Merrick,
 Nance, Nuckolls, Phelps,
 Sherman, Valley Webster, &
 wheele Counties.....\$ 15.42
 Hall County.....\$ 16.42

OPERATOR: Paver (Asphalt,
 Aggregate, and Concrete).....\$ 12.35

OPERATOR: Roller
 Adams County.....\$ 12.16
 Blaine, Buffalo, Custer,
 Clay, Franklin, Garfield,
 Greeley, Hall, Hamilton,
 Howard, Kearney, Loup,
 Merrick, Nance, Nuckolls,
 Phelps, Sherman, Webster,
 & wheele Counties.....\$ 12.00
 Harlan County.....\$ 12.86
 Valley County.....\$ 12.30

OPERATOR: Scraper
 Adams, Blaine, Buffalo,
 Custer, Clay, Franklin,
 Garfield, Greeley, Hall,

Wage Decision text format

Hamilton, Howard, Kearney,
Loup, Merrick, Nance,
Nuckolls, Phelps, Sherman,
Valley Webster, & Wheeler
Counties.....\$ 15.79
Harlan County.....\$ 15.50

OPERATOR: Screed.....\$ 12.01

OPERATOR: Tractor
Adams, Blaine, Buffalo,
Custer, Clay, Franklin,
Garfield, Greeley,
Hamilton, Harland, Howard,
Kearney, Loup, Merrick,
Nance, Nuckolls, Phelps,
Sherman, Valley Webster, &
Wheeler Counties.....\$ 12.80
Hall County.....\$ 13.73

OPERATOR: Grader/Blade
Adams County.....\$ 18.25
Blaine, Buffalo, Custer,
Clay, Franklin, Garfield,
Greeley, Hamilton, Howard,
Kearney, Loup, Merrick,
Nance, Nuckolls, Phelps,
Sherman, Webster & Wheeler
Counties.....\$ 15.51
Hall County.....\$ 15.85
Harlan County.....\$ 14.49
Valley County.....\$ 15.48

POWER EQUIPMENT OPERATOR:
(BACKHOE, EXCAVATOR, TRACKHOE)
Adams, Blaine, Buffalo,
Clay, Custer, Franklin,
Garfield, Greeley, Hall,
Hamilton, Howard, Kearney,
Loup, Merrick, Nance,
Nuckolls, Phelps, Sherman,
Valley, Webster, Wheeler....\$ 15.14
Harlan.....\$ 14.36

1.71

TRUCK DRIVER (LOWBOY)
Adams, Blaine, Buffalo,
Custer, Clay, Franklin,
Garfield, Greeley,
Harland, Howard, Kearney,
Loup, Merrick, Nance,
Nuckolls, Phelps, Sherman,
Valley Webster, & Wheeler
Counties.....\$ 11.99
Hall County.....\$ 13.20
Hamilton County.....\$ 13.50

TRUCK DRIVER, Includes Dump
and Tandem Truck
Adams County.....\$ 12.13
Blaine, Buffalo, Custer,
Clay, Franklin, Garfield,
Greeley, Harland, Kearney,
Loup, Merrick, Nance,

Wage Decision text format

Nuckolls, Phelps, Sherman,
Valley Webster, & Wheeler
Counties.....\$ 12.18
Hall & Howard Counties.....\$ 11.00
Hamilton County.....\$ 13.58

TRUCK DRIVER: Oil
Distributor Truck.....\$ 13.25

TRUCK DRIVER: Semi-Trailer
Truck.....\$ 11.25

TRUCK DRIVER: Water Truck.....\$ 11.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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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
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing
this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that
no one rate prevailed for this classification in the survey and

Wage Decision text format

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the state of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

Wage Decision text format
200 Constitution Avenue, N.W.
Washington, DC 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, DC 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, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

GENERAL PROVISIONS

Section A—Definitions of Words and Terms.

The State of Nebraska Standard Specifications for Highway Construction, Series 2007, Department of Roads, Bureau of Highways and its supplements are hereby incorporated as the General Specifications for the City of Hastings, Nebraska, herein after referred to as “2007 Standard State Specifications”. Copies of these specifications may be obtained from the Department of Roads, Lincoln, Nebraska or on their website at www.dor.state.ne.us.

The following changes shall be made in Section 101., DEFINITIONS OF WORDS AND TERMS:

101.0327 Department	The City of Hastings Engineering Department which is authorized to improve and maintain the streets and alleys of the City of Hastings, Nebraska
101.0334 Engineer	The term State Engineer shall be amended to read City Engineer
101.0379 State	This term shall be construed to mean the City of Hastings
101.0358 Project	The specific section of the streets, alleys, parks or area of proposed construction together with all appurtenances and construction to be performed thereon under the contract
101.0367 Roadbed	The term “highway” shall be amended to word “street”
101.0370 Roadway	The portion of the highway within limits of construction; Term “highway” shall be amended to word “street”

Section B—Legal Relations and Responsibility to the Public.

Article 107 of the State of Nebraska Standard Specifications for Highway Construction, Series 2007, Department of Roads, Bureau of Highways, is hereby supplemented as follows:

1. Contractor to Protect and Hold the Owner Harmless.

The Contractor shall protect, defend, indemnify and save harmless the Owner and the Owner’s officers, agents, servants and employees, hereinafter called the “Owner”, against all claims and actions and all expenses incidental to the defense of such claims or actions, based upon or arising out of injuries or death of persons or damage to property caused by or sustained in connection with this contract or by conditions created thereby, and on request of the Owner will assume the defense of any claim or action brought against the Owner.

2. Contractor's and Subcontractor's Insurance.

Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor permit any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this Contract, if applicable, statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in the applicable state covering all his employees. In the case of any work sublet, the Contractor shall require each Subcontractor similarly to provide statutory Worker's Compensation Insurance for the Subcontractor's employees.

The Contractor shall take out and maintain during the life of this Contract, Employer's Liability Insurance with a minimum limit of \$500,000 with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this Contract. The Contractor shall require each of his Subcontractors similarly to maintain Employer's Liability Insurance on his employees.

B. Public Liability Insurance

1. The Contractor shall maintain during the life of this Contract such Public Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death and (b) property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

a. Bodily Injury Limits: \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

Property Damage Limits: \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

OR

b. Combined Single Limit: \$2,000,000 Aggregate

2. The Public Liability Insurance required by the preceding Subparagraph 1 shall include the following forms of coverage:
 - a. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
 - b. X.C.U. Coverage – If the Contract requires any work procedures involving blasting's, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU property damage liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement.
 - d. Contractual Liability coverage shall be included.
 - e. Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by his Subcontractors.
 - f. Products Liability and/or Completed Operations coverage shall be included.

3. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (1) bodily injury, including wrongful death and (2) property damage, which may arise from the operations of any owned, hired or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

- | | | |
|--------------------------|-------------|--------------|
| A. Bodily Injury Limits: | \$1,000,000 | Per Person |
| | \$1,000,000 | Per Accident |
| Property Damage Limits: | \$1,000,000 | Per Accident |

OR

- | | | |
|---------------------------|-------------|--------------|
| B. Combined Single Limit: | \$1,000,000 | Per Accident |
|---------------------------|-------------|--------------|

4. Umbrella Liability Coverage

A minimum \$2,000,000 limit will be required on all contracts. The City of Hastings retains the right to require a higher limit on a contract of higher value and/or complexity of work.

5. Certificate of Insurance

The Contractor shall furnish the City with two (2) copies of a certificate of insurance evidencing policies required in Paragraphs 2A, 2B, and 3 above. Such certificate shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required in Paragraph 2B, Subparagraphs 1 and 2 above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the coverage on said certificate(s) is shown to expire prior to completion of all terms of this Contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City. The certificates of insurance shall clearly show this Contract number. To the extent possible depending on the type of coverage required, City shall be named as an additional named insured on all such certificates of insurance.

6. Subcontractor's Insurance

The Contractor shall require each of his Subcontractors to take out and maintain during the life of his subcontract the same insurance coverage required of the Contractor under Paragraphs 2A, 2B, and 3 above, including the extension of coverage required under Paragraph 2B, Subparagraphs 1 and 2 above. Each Subcontractor shall furnish to the Contractor two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 4 above. The Contractor shall furnish one copy of the certificate to the City.

7. Insurance Company

All insurance policies herein required of the Contractor shall be written by a company duly authorized to do business in the State of Nebraska. Minimum AM Best's rating should be no less than A-VII

TECHNICAL SPECIFICATIONS

DIVISION I

GENERAL REQUIREMENTS

1. **Right-of-Way.** The City of Hastings, Nebraska, will provide the necessary right-of-way to construct all portions of the project.
2. **Preconstruction Conference.** A preconstruction conference will be held prior to beginning work on the project. Attendance at this conference by the Contractor or his representative and any subcontractors will be required.
3. **Time Limit and Liquidated Damages.** A Notice to Proceed will be issued by the Owner. Liquidated damages will be assessed against the Contractor at the rate as specified in the contract documents per working day for each day the work is uncompleted after the expiration of the working days specified.
4. **Construction Schedule and Progress of Work.** The Contractor shall submit a construction schedule to the Engineer prior to commencing work. The schedule shall reflect the Contractor's consideration of a minimum of inconvenience to the public.

Any deviations from work scheduling or traffic detouring shall be first approved by the Engineer.

5. **Public Access.** The area under construction may be closed to vehicular traffic. Pedestrian traffic shall be maintained as provided in Paragraph 15 of this section. The Contractor shall be responsible for all barricades, warning signs, flagmen, etc. needed to protect the public as outlined in the "Nebraska Manual of Uniform Traffic Control Devices".
6. **Description of Work.** This Project may consist of excavation, storm sewer, curb inlets, pavement replacement, prepackaged riprap installation and pavement installation, together with necessary appurtenances and accessories as noted on the specific plans for work.
7. **Location of Work.** The location of the work to be performed is identified on the proposal and the title sheet of the plans for each project.
8. **Purchasing Agent Appointment and Exempt Sales Certificate.** The Contractor performing the work under this contract will be issued a "Purchasing Agent Appointment" and "Exempt Sales Certificate" signed by the authorized representative of the Owner. It is to be used by the Contractor when purchasing tangible personal property to be actually incorporated into the contract work.

9. **Occupational Safety and Health Act Requirement.** The General Contractor, sub-contractors and suppliers of materials shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, following the effective date thereof, with regard to all work performed and/or materials supplied and shall establish safe and healthful working conditions for employees in connection with such work according to all occupational safety and health standards applicable thereto which are promulgated and issued by the Secretary of Labor during the time of performance of such work and shall indemnify and hold the City of Hastings and the Engineer harmless of and from any and all penalties, fines or expenses which may incur by reason of the violation by subcontractor or supplier of any of the terms and provisions of said Act or said standards.

10. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to the following:

- (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense or any other national emergency;
- (b) To any act of the City;
- (c) To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a), (b) and (c) of this paragraph 13.

Provided, however, that the contractor promptly notified the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

11. **Schedule of Construction.** Within ten (10) days after award of the contract, the Contractor shall submit a written progress schedule for the Engineer's approval outlining the manner in which he proposes to prosecute the work. No revision of the approved schedule of work shall be accomplished without first being submitted to and approved by the Engineer.

12. Obstructions. The contract prices shall include the cost of removal of quicksand, hardpan, boulders, rubbish, unforeseen obstacles, underground conduits, gas pipes, drain tile, trees, roots, tracks, pavements, sidewalks and the delay or damage caused by the same, whether these obstacles are shown on the contract drawings or not.

13. Cost of Service. The Contractor will be required to pay the cost of all water, power, lighting and heating required during construction, and such costs should be merged in the contract price.

14. Accommodation of Public Vehicular Traffic.

- (a) In order to maintain traffic and to facilitate the ingress and egress to properties and businesses located near or along the side of the project, it may be necessary to construct temporary driveways or temporary cross-overs. These locations may necessitate the placement of temporary surfacing to ensure the movement of traffic through these areas. The temporary cross-overs and the temporary surfacing shall be paid for at the contract unit price for each item of work involved as provided for elsewhere in this special provision. The locations of the temporary cross-overs and the temporary surfacing shall be as directed by the Engineer.
- (b) The schedule of sequence of the various portions of the job shall be made available to the Engineer at the preconstruction conference. Any variations from these accommodations to traffic provisions must be approved by the Engineer.
- (c) It shall be the responsibility of the Contractor to furnish a flagman or flagmen to direct traffic when his equipment is operating over or adjacent to the roadbed being used by the traveling public. He shall take any other steps necessary to ensure the orderly movement of traffic through or around the work at all times during the day or night, including Sundays and holidays.
- (d) All slow-moving equipment used under "Traffic Maintained" conditions including, but not limited to, asphalt pavers, distributors, aggregate spreaders, rollers and mechanical brooms, but not including dump trucks, shall be equipped with at least one revolving amber emergency light (more will be acceptable). All such slow moving equipment shall also be equipped with the standard "slow-moving vehicle" emblem meeting the requirements of Article 7, Section 39-723-10, R.R.S. 1943.
- (e) Revolving amber emergency lights shall be provided with a minimum 50 candlepower bulb. Lights shall be sealed so as to be dust and water tight and shall be maintained in good operating condition at all times. Lights shall be level mounted on equipment and provide for 360 degree visibility on each revolution. All revolving lights used shall provide a light that is clearly visible day or night for a minimum distance of 800 feet. The use of magnetic mounted lights will be permissible provided that they meet requirements for visibility and level mounting as set forth above.

- (f) Surfacing materials for detours, bypasses or crossings of the project shall be applied as shown in the plan or as directed by the Engineer. Measurement and payment for surfacing applied for accommodation of traffic will be made according to the Standard Specifications, special provisions or as "extra work" if not shown on the plans.
- (g) Direct payment will not be made for the flagging service or for the work and materials, except as noted herein, that are incidental to the accommodation of traffic, but it shall be considered that all labor, equipment, materials (other than surfacing) and tools that are required in the work are subsidiary to the items for which the contract provides that direct payment be made, unless specific unit bid items are contained within the contract bid proposals or documents.
- (h) It shall be the responsibility of the Contractor to provide and maintain all barricades necessary to close and/or divert traffic away from the streets where construction is taking place. All activities concerning placement of said barricades shall be coordinated with the Engineering Department.

15. Existing Sanitary Sewer, Water and Existing Utilities Services. Existing sanitary sewer and water service lines and mains shall be left in place, undisturbed and functioning, during installation of the storm sewer. The Contractor shall assume full responsibility to maintain continuous and uninterrupted service to users of the sewer and water system. The Contractor shall exercise every precaution to avoid damage to any existing utility line or appurtenance (including underground electrical and telephone cables) while performing his work, and he shall be held liable for any damage incurred as a result of his operations.

16. Standard Water and Sewer Cast Iron Pipe shall be Class 150, cement mortar lined or equal.

17. Soils and Groundwater Conditions. The successful Contractor shall be required to satisfy himself as to soils and groundwater conditions and will hold the Owner blameless for soils, rock, groundwater or other subsurface conditions encountered during construction of the project.

18. Special Section. The Contractor shall not order prefabricated special pipe sections, tees and manholes until order lengths have been verified in the field by the Engineer.

19. Excess Excavation Disposal Sites. All earth excavation shall be transported to a site as designated by the Engineer at the preconstruction conference.

In exercising every precaution, the Contractor will be required, among other things, to contact the owner of utilities in determining the exact location of all utilities in advance of his work. Location of utilities on the plans is approximate only, and telephone service lines are not shown.

- 20. Maintenance of Surface Drainage and Storm Sewers.** During the course of construction, the Contractor shall conduct his operations in a manner that will not pond or divert surface drainage onto private property and shall maintain the existing surface drainage patterns until such time that the storm sewer system is operable. In addition, the Contractor shall provide temporary works construction which must be approved by the Engineer and shall remain in place until such time that the storm sewer system is operable. The work required for maintenance of surface drainage and storm sewers will not be paid for directly but shall be considered subsidiary to the bid items of the contract.
- 21. Property Corners.** The Contractor shall protect existing property corners, and if disturbed or removed during the course of construction, he shall cause to have said corners replaced under the direction of a duly qualified Licensed Land Surveyor.
- 22. Testing.** All materials will be inspected, tested and accepted by the Engineer before incorporated in the work. Any work in which untested and unaccepted materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for. Unless otherwise designated, tests in accordance with the most recent cited standard method of AASHTO or ASTM, whichever are current on the date of advertisement, will be at the expense of the Contractor. All testing (concrete and subgrade) will be taken by the Engineer or a qualified representative of the Owner. The cost of concrete tests (compressive cylinder breaks) will be the responsibility of the Contractor. All materials being used are subject to inspection, test or rejection at any time prior to incorporation into the work. Copies of such tests will be furnished to the Contractor at his request.
- 23. Miscellaneous Removal Items.** Items indicated for removal on the plans or in the specifications shall be stored at locations determined by the Engineer. Caution shall be exercised in the removal and storage of said items to ensure minimal damage to the article. Items which require removal and replacement shall be restored to equal condition prior to beginning of construction.

No separate measurement and payment will be made for removal and/or replacement of miscellaneous items, unless a separate bid item is included in the contract for such work. Said work not specifically identified in the bid items shall be considered subsidiary to the other bid items of the contract.

- 24. Concrete Plugs** for storm sewer, collars and other miscellaneous items of work shall not be measured and paid for directly unless a separate bid item is included in the contract but shall be considered subsidiary to the bid items of the contract.
- 25. Concrete Mix Type.**

- (a) The concrete mix for P.C.C. Pavement, driveways and structural concrete shall be State of Nebraska 47B as specified in Section 1002 of the 2007 State of Nebraska specifications.
- (b) The concrete mix for sidewalks shall be State of Nebraska Type BX as specified in Section 1002 of the 2007 State of Nebraska Specifications.
- (c) All concrete shall have a minimum compressive strength of 2,000 psi at 7 days and 3,500 psi at 28 days unless otherwise noted in the plans and specifications.

26. Relaying of Storm Sewer Pipe shall be installed, measured and paid for in accordance with Section I of these specifications.

27. Stripping Topsoil.

- (a) Description. This work shall consist of the removal of topsoil from cut areas or areas to be covered by embankments in such quantity as required to cover the slopes, ditches and shoulders in accordance with the details shown in the plans; subsequent placing, spreading and finishing of the topsoil material shall be as indicated in Section M “Topsoil, Seeding, Mulching, Fertilizing & Erosion Control.”
- (b) Construction Methods.
 - (1) Clearing and grubbing operations from the area from which the topsoil is to be obtained shall be completed prior to the removal of the topsoil.
 - (2) In the work of removing the topsoil, care shall be taken to avoid the incorporation of any appreciable quantities of subsoil.
- (c) Measurement and Payment. Stripping will be measured and paid for at the contract unit price per cubic yard for “Stripping Topsoil”, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work, or as outlined in the Special Provisions.

28. Riprap.

- (a) Description. This work shall consist of furnishing and placing riprap in accordance with the details shown in the plans or as directed by the Engineer.
- (b) Materials. Riprap may consist of broken concrete of which at least 90 percent shall consist of pieces weighing not less than 50 pounds each. Pieces meeting this requirement shall be sound and free of fractures.
- (c) Construction Method.
 - (1) The riprap shall be placed upon the slopes and ditch bottoms as indicated on the plans or as directed by the Engineer and shall be placed to a minimum depth of 12 inches in two layers.

(2) The riprap shall be placed to provide a uniform slope with a regular surface conforming to the lines and grades indicated on the plans or as directed by the Engineer.

(d) Measurement and Payment. Riprap will be measured and paid for at the contract unit price per square yard for "Riprap", which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

29. Prepackaged Riprap.

(a) Description. This work shall consist of furnishing and placing of commercially available, prepackaged riprap bags in accordance with the details shown in the plans or as directed by the Engineer.

(b) Materials. Material shall consist of prepackaged crushed concrete, stone, sand and gravel and cement in degradable bags as produced by U-Mix Products Co., 6200 Cornhusker Highway, P.O. Box 29288, Lincoln, Nebraska 68529, (402) 466-1953, or approved equal. Filled bag size is approximately 20 inches long by 13 inches wide by 4 inches thick.

(c) Construction Method. The standard building technique for a riprap wall is to stack the bags in a running bond pattern similar to brick or concrete block. The first row of bags should be placed side by side which forms a toe for the remainder of courses which are then placed end to end. Each course of bags should be overlapped in a step pattern which may vary from 2 inches to 8 inches dependent upon vertical wall conditions as indicated on the plans. When the riprap is used as a wall for reclamation or as a seawall, backfill should be used. The backfill shall be placed simultaneously with every other course of bags laid and shall be compacted to at least 90 percent proctor density. The course of bags shall be placed so as to follow the contour of the natural ground or excavation proposed and shall be flat and perpendicular to the base. The base course gradeline shall be established by laser and control points in the field. The bags shall be pinned together vertically with #4 rebar in accordance with the plan details illustrated. Since the bags are filled with a dry material which allows the bag to conform to the contours of the base and fill, they should be tamped or packed with a tamper or jitterbug to ensure proper bonding of each course as well as giving a flat surface for the following course of bags. This also fills the bags completely with material giving a physically uniform dimensional wall. Any variations in placement of the bags from the details illustrated on the plans will be instructed by the Engineer in the field.

(d) Measurement and Payment. Prepackaged, bagged riprap will be measured and paid for at the contract unit price per bag, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

Reinforcing steel for pinning bagged, prepackaged riprap shall be paid for at the unit bid price per pound, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

30. Water. The Owner will provide access to the Contractor of any and all water necessary to construct the proposed project. The water will be furnished from the fire hydrant nearest the project. It will be the responsibility of the Contractor to contact Hastings Utilities before use of any fire hydrant. Hastings Utilities will, upon deposit from the Contractor, furnish and install a meter, check valve and shut-off for the Contractor's use. The Contractor shall furnish all other necessary hose adaptors, hose and other equipment for the distribution and transportation of the water and shall be responsible for water usage fees.

31. Opening Pavement for Use. No section of pavement shall be opened to traffic until approval has been given by the Engineer.

At the option of the Engineer, certain sections of the project may be opened to traffic. In such cases, the section will be inspected, completed work tentatively accepted in writing at the discretion of the Engineer and the same turned over to the City for maintenance. Such action shall not in any way be construed as a final acceptance of the project.

The Contractor will not be held responsible for damages to portions of the project which have been tentatively accepted by the Engineer and opened to traffic prior to final approval and acceptance of the project, provided such damages are due to actions of the elements or to normal action of traffic. The Contractor shall be responsible for any damages which may have been occasioned by defective work or because of noncompliance with the Plans, Specifications and Contract.

Upon written authorization by the Engineer, the Contractor may cease to maintain barriers and lights as required; the project may be opened to traffic; and the Contractor is relieved from further maintenance and public liability on that portion of the project, providing all of his equipment has been removed from the right-of-way.

32. Landfill Fees. The Contractor will be responsible for securing his own disposal site or paying any associated fees for disposal at the Landfill.

33. Salvage Rights. The City of Hastings will retain the right to salvage any paving brick that it may wish for its use in other projects.

DIVISION II
SITWORK

SECTION A—CLEARING AND GRUBBING

1. **Description.** The work of clearing and grubbing shall be as described in Section 202 of the 2007 State Specifications.
2. **Construction Methods** used for clearing and grubbing shall be in conformance with Section 202.02.
3. **Method of Measurement and Payment.**
 - (a) Clearing and grubbing of trees shall be measured and paid for as described in Section 202.01.
 - (b) General clearing and grubbing shall not be measured and paid for directly but shall be paid as a lump sum in accordance with Section 202.01.

SECTION B—EARTHWORK

1. **Description.** The work of performing Roadway Excavation and Embankment shall consist of that described in Section 205 of the 2007 State Specifications.
2. **Construction Methods** used shall conform to applicable portions of Sections 205.02 and 204.03. The compaction of embankments and fill shall be Class III Type C.
3. **Method of Measurement and Payment.** Unless specified in the plans or bidding documents, roadway excavation, embankment, watering, borrow or haul will not be paid for directly but shall be considered subsidiary to the bid items of the contract.

SECTION C—FOUNDATION COURSE

1. **Description.** This work shall consist of the construction of a compacted foundation course in accordance with Section 307 of the 2007 State Specifications.
2. **Subgrade** shall be prepared in accordance with Section 301, Subgrade Compaction, of the 2007 State Specifications.
3. **Materials.** All materials shall consist of that required to produce Aggregate Foundation Course (regular) as indicated in Section 307.02.
4. **Construction Methods.** Foundation Course shall be mixed, laid and compacted in accordance with Section 307.03 at locations designated on the plans or as directed by the Engineer.

5. Measurement and Payment.

- (a) All materials and work required to produce, mix, lay, water and compact Foundation Course (regular) will be measured and paid for on a square yard basis and shall be considered full compensation for producing, furnishing, laying, watering and compacting and all work necessary to complete the item of work.

- (b) Subgrade preparation shall not be paid for directly but shall be considered subsidiary to the bid items of the contract.

SECTION D—ASPHALTIC CONCRETE

SIEVE SIZE	RANGE FOR TARGET VALUES (1/2" Gradation Band)	
	Min.	Max.
1 inch	100	
3/4 inch	98	100
1/2 inch	94	100
3/8 inch	80	98
No. 4	52	88
No. 10	32	70
No. 30	17	38
No. 50	10	24
No. 200	3	7

SECTION E—PERFORMANCE GRADED BINDER

As per current NDOR Specifications.

Section 1028 in the Standard Specifications is amended to provide that Asphaltic Concrete, Type SPR shall use the ½" gradation band.

SECTION 1028 - SUPERPAVE ASPHALTIC CONCRETE (J-7-0213)

Section 1028 in the Standard Specifications is void and superseded by the following:

1028.01 -- Description

1. a. Superpave Asphaltic Concrete is a Contractor-designed mix.
- b. The Contractor shall be required to define properties using a gyratory compactor that has met the Superpave evaluation test procedures, during mix design and production.
2. Job Mix Formula
 - a. Before production of asphaltic concrete, the Contractor shall submit, in writing, a tentative Job Mix Formula (JMF) on the NDOR Mix Design Submittal Form for verification to the Department.
 - b. The JMF shall be determined from a mix design for each mixture. A volumetric mixture design in accordance with AASHTO R 35 as modified within this specification will be required. However, the mixture for the Superpave specimens and maximum specific gravity mixture shall be aged for two hours at compaction temperature. The mixture shall be prepared using the following:
 - (1) Mixture Conditioning of Hot Mix Asphalt (HMA), AASHTO R 30.
 - (2) Method for Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of the SHRP Gyratory Compactor, AASHTO T312.
 - c. The JMF shall identify:
 - (1) The virgin mineral aggregates and pit locations
 - (2) Recycled Asphalt Pavement (RAP) and source locations
 - (3) Hydrated lime
 - (4) Mineral filler
 - (5) The percent passing value for each specified sieve for the individual and blended materials
 - d.
 - (1) The Contractor shall submit one uncoated, proportioned 22 lb. (10,000 gram) sample of the blended mineral aggregates for consensus properties and specific gravity testing, for all mix types except SPS. Once verified, the Contractor may begin plant production and QC testing with the QA/QC program.

- (2) The Contractor has the option of submitting the following; 2 proportioned 22 lb. (10,000 gram) samples of the blended mineral aggregates (which are precoated with hydrated lime) and two one-quart (liter) samples of the proposed PG Binder to be used in the mixture to the Department Materials and Research Central Laboratory at least 15 NDR working days before production of asphaltic concrete. If submitted these samples will be used to verify the Contractor's Superpave mix design test results and mix properties.
- (3) Submitted with these samples shall be a copy of the Contractor's results for all Superpave mix design tests.
- (4) Mix design shall include at a minimum:
 - (i) The bulk specific gravity (G_{sb}), which shall be 2.585, for data purposes and as information only, for all mixes.
 - (ii) The target binder content. The binder content will be determined by ignition oven results. A correction factor of 0.3% will be added to the ignition oven results for mixes containing hydrated lime.
 - (iii) The supplier and grade of PG Binder.
 - (iv) The maximum specific gravity of the combined mixture (R_{ice}).
 - (v) The bulk specific gravity (G_{mb}) and air voids at N initial (N_{ini}), N design (N_{des}) and N maximum (N_{max}) of the gyratory compacted specimens.
 - (vi) Voids in the Mineral Aggregate (VMA) and Voids Filled with Asphalt (VFA) at N_{des} .
 - (vii) Fine Aggregate Angularity (FAA) and specific gravity, Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Sand Equivalent 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) JMF compaction temperatures from NDOR Gyratory Temperature Table (See Table 1028.11).
 - (xi) The hydrated lime content.

3. 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.
- d.
 - (1) The Contractor shall develop and submit a copy of their QC Program to the Department. 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) Inspection requirements.
 - (i) Equipment.
 - (ii) Asphalt concrete production.
 - (iii) Asphalt concrete placement.
 - (3) QC testing plan.
 - (4) Documentation of QC activities.
 - (5) Requirements for corrective action when QC or acceptance criteria are not met.
 - (6) Any additional elements deemed necessary.
 - (7) A list, with the name and manufacturers model number, for all test equipment used during laboratory testing.
 - (8) 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) 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 every 5 years by the Department 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 training records shall be submitted to the Department.
 - (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.

4. 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) A gyratory compactor and molds meeting AASHTO criteria.
 - (2) An Asphalt Content Ignition Oven meeting AASHTO criteria.
 - (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 specified in AASHTO T304.
 - (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 which contain the following:
 - Air conditioner.
 - Dedicated phone.
 - FAX machine or email.
 - Photocopy 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 minimum 3 inch (75 mm).
- (9) Oven, 347°F (175°C) minimum, sensitive plus 5°F (plus 2°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 the latest version of Department Superpave software, creating an electronic copy of the data, and printing to a Color Printer.

5. QC Testing Plan:

- a. The testing plan shall provide that the samples be collected in accordance with the Department statistically based procedure of random sampling.
- b. The Contractor may add any tests necessary to adequately control production.
- c. All QC test results shall be reported on the latest version of the Department's provided Superpave software by the Contractor with a copy provided to the Engineer within 1 week after the tests are complete. Daily review by the Engineer shall be allowed. At the completion of the asphalt production, the Contractor shall submit to the Department a final copy of the Superpave test results on electronic recording media (CD, e-mail, flash drive, etc.).
- d. 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 relating to the mixture approach the specification limits:
 - (I) Plant produced mix gradations at laydown (See gradation tolerances).

- (II) Binder content.
 - (III) Air voids.
 - (IV) VMA (mix design only).
 - (V) VFA (mix design only).
 - (VI) FAAAASHTO T 304.
CAA ASTM D 5821.
 - (VII) Dust to Binder Ratio.
 - (VIII) Density.
 - (IX) Contaminates.
- (iii) Corrective actions that will be taken when the following conditions occur:
- (I) Rutting.
 - (II) Segregation.
 - (III) Surface voids.
 - (IV) Tearing.
 - (V) Irregular surface.
 - (VI) Low Density.

1028.02 -- Material Characteristics

1. The type of PG Binder will be shown in the contract.
2. Recycled Asphalt Pavement:
 - a. The Contractor may submit to the State a proposal to supplement the virgin aggregates of the asphaltic concrete mix with a Contractor's specified percentage of Recycled Asphalt Pavement (RAP). The Contractor is responsible for investigating and maintaining the quality and verifying the quantity of the RAP material.
 - b. In recycled asphaltic concrete mixtures, the allowable percent of RAP will be as shown in Table 1028.01.

Table 1028.01

Asphaltic Concrete Type	Percent, RAP	
	Minimum	Maximum
SPS	0	50
SPR	0	50
SPH	0	35

3. 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 80% limestone on the final surface lift of asphaltic concrete.
- c. Asphaltic Concrete Type SPR may contain a total maximum of 10% of the virgin material that is composed of natural, uncrushed aggregate by manmade methods commonly known as but not limited to: 47B gravel, 2A gravel, gravel surfacing, sluice sand, blow sand, waste sand, fill sand, road gravel, roofing gravel, hot mix sand or gravel, coarse sand, fine sand, plaster sand, masonry sand, pit run sand or gravel. For clarification on any proposed gravel, contact the Department Flexible Pavements Engineer.
- d. Chat or coal sand will not be allowed in any mix.
- e. Crushed rock material for use in asphaltic concrete, 1/4 inch (6.35 mm) and smaller, screenings and manufactured sand shall have a Sodium Sulfate loss of not more than 12% by mass at the end of 5 cycles. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- f. Quartzite and granite shall conform to the requirements of Subsection 1033.02, Paragraph 4, a. (8). Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- g. 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 Department Materials Sampling Guide.
- h. Soundness tests shall not be required for fine sand.
- i. 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, as determined by the Materials Sampling Guide
- j. Aggregate consensus properties may be performed on material prior to the application of hydrated lime.
- k. 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. If the coarse portion of the blend is all ledge rock the CAA tests may be waived.

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

Asphaltic Concrete Type	CAA (minimum)
SPS	---
SPR	83
SPH	95/90*

* Denotes two faced crushed requirements

- l. 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.
- m. The specific gravity for calculation of the Fine Aggregate Angularity (FAA) shall be determined on a washed 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 Department Aggregate Laboratory, this same value can be used throughout production. The verification value determined by the Department 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 Department 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)**

Asphaltic Concrete Type	FAA (minimum)
SPS	--
SPR	43.0
SPH	45.0

- n. 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)**

Asphaltic Concrete Type	Percent, Maximum
SPS	25
SPR	10
SPH	10

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

- o. 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
Sand Equivalent Criteria
(AASHTO T 176)**

Asphaltic Concrete Type	Sand Equivalent, Minimum
SPS	30
SPR	45
SPH	45

- p. Dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 (75 μ m) sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be within 0.70 and 1.70.
- q. The blended aggregate shall conform to the gradation requirements specified in Table 1028.06 and Table 1028.07 for the appropriate nominal size.

**Table 1028.06
Gradation Control Points for 0.75 Inch (19 mm) and 0.5 Inch (12.5 mm) Nominal Size**

English Sieve (Metric)	0.75 Inch (19 mm) Control Points (percent passing)		0.5 Inch (12.5 mm) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum
1 inch (25 mm)	100.0			
3/4 inch (19 mm)	90.0	100.0	100.0	
1/2 inch (12.5 mm)		90.0	90.0	100.0
3/8 inch (9.5 mm)				90.0
No. 8 (2.36 mm)	23.0	49.0	28.0	58.0
No. 16 (1.18 mm)				
No. 30 (600 μ m)				
No. 50 (300 μ m)				
No. 200 (75 μ m)	2.0	8.0	2.0	10.0

Table 1028.07
Gradation Control Points for 0.375 Inch (9.5 mm) Nominal Size and SPR

English Sieve (Metric)	0.375 Inch (9.5 mm) Control Points (percent passing)		SPR Control Points (percent passing)		SPR (Fine) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
3/4 inch (19 mm)			98.0	100.0		
1/2 inch (12.5 mm)	100.0					
3/8 inch (9.5 mm)	90.0	100.0	81.0	89.0	81.0	96.0
No. 4 (4.75 mm)		90.0				
No. 8 (2.36 mm)	32.0	67.0	46.0	56.0	46.0	56.0
No. 16 (1.18 mm)						
No. 30 (600 μm)						
No. 50 (300 μm)			12.0	21.0	12.0	21.0
No. 200 (75 μm)	2.0	10.0	4.0	9.0	4.0	9.0

- r. The combined mineral aggregate for Asphaltic Concrete, Type SPS, shall be an aggregate or a combination of aggregates, and mineral filler if needed, that conforms to the gradation requirements specified in Table 1028.08.

Table 1028.08
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)	94.0	100.0
1/2 inch (12.5 mm)	81.0	100.0
No. 4 (4.75 mm)	70.0	90.0
No. 8 (2.36 mm)	42.0	70.0
No. 16 (1.18 mm)	29.0	43.0
No. 30 (600 μm)	19.0	34.0
No. 50 (300 μm)	11.0	20.0
No. 200 (75 μm)	2.0	10.0

- s. 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 requirements in Table 1028.09.

Table 1028.09
Mineral Filler for Type SPS

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

1028.03 -- Acceptance Requirements

1. Mix Criteria:
 - a. The target value for the air voids of the SPH Asphaltic Concrete shall be 4% ($\pm 1\%$) at the Ndes number of gyrations. For Type SPS Asphaltic Concrete the air voids at Ndes shall be a minimum of 1.5% with a maximum of 5.0%. For Type SPR Asphaltic Concrete the air voids shall be 3% ($\pm 1\%$) at the Ndes number of gyrations.
 - b. The design criteria for each mixture shall be determined from Tables 1028.10, 1028.11, and 1028.12.

Table 1028.10
Gyratory Compaction Effort
(Average Design High Air Temperature <39 degrees C)

Asphaltic Concrete Type	Nini	Ndes	Nmax
SPS	6	40	62
SPR	7	65	100
SPH	8	95	150

Table 1028.11
Gyratory Compaction Temperatures

Mix Type	% RAP	Compaction Temp °F
SPS	0-25	270 \pm 5
	26-50	280 \pm 5
SPR	0-35	280 \pm 5
	36-50	290 \pm 5
SPH	0-35	300 \pm 5

Table 1028.12
Minimum Binder Content

Mix Type (Metric)	Minimum Binder Content, Percent
SPS	4.8
SPR	5.0
3/8 inch (9.5 mm)	5.5
1/2 inch (12.5 mm)	5.1
3/4 inch (19 mm)	5.0

- c. During production of Lot #1, the Contractor shall provide to the Department 6 properly prepared gyratory samples for AASHTO T 283 testing for all mixtures. Superpave mixtures shall contain 1.25% hydrated lime as specified in the Special Provision "Hydrated Lime for Asphaltic Mixtures". Each Superpave mixture shall be tested for moisture sensitivity in accordance with AASHTO T 283. The 6 inch (150 mm)

specimens shall be compacted in accordance with AASHTO T 312 to 7% ($\pm 0.5\%$) air voids at 95 mm in height and evaluated to determine the Tensile Strength Ratio (TSR).

- d. During production of Lot #1, the Contractor shall provide to the Department two 75mm gyratory puck samples at 4.0% voids ($\pm 0.5\%$) for APA testing for all mixtures except Asphaltic Concrete Type SPS.
2. The Contractor shall make Mix adjustments when:
 - a. The mix does not meet the current approved JMF or any other requirements of the contract.
 - b. Surface voids create a surface or texture that does not meet the criteria of Sections 502 and 503 in these Standard Specifications.
 - c. Rutting occurs.
 3. The Contractor shall inform the Engineer when changes in mixture properties or materials used occur for any reason. Changes such as, but not limited to, types or sources of aggregates or changes in grades, sources, properties or modification procedures (if modified) of PG Binders. The Department 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.
 4. Mix adjustments at the plant are authorized within the limits shown in Table 1028.13 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 1028.13 will be the tolerances allowed for adjustments from the Department verified mix design "Combined Gradation" target values which resulted from production or mix design adjustments, but cannot deviate from Superpave gradation criteria. 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 1028.13

Aggregate Adjustments	
Sieve Size	Adjustments
1 inch (25 mm), 3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm), No. 4 (4.75 mm)	$\pm 6\%$
No. 8 (2.36 mm), No. 16 (1.18 mm), No. 30 (600 μm), No. 50 (300 μm)	$\pm 5\%$
No. 200 (75 μm)	$\pm 2\%$

5. Sampling and Testing:

- a. The Contractor shall take samples at frequencies identified by the Engineer, according to the Department statistically based procedure. The samples shall be approximately 75 lbs (34 kg) and split according to AASHTO T-248 to create a companion sample. This sample splitting can be either at: 1) the sampling location, with the Department taking custody of their sample at that time or 2) after being transported to the test facility in an insulated container, with the Department taking custody of their sample at that time 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 or faxing the lab calculation sheet from the latest version of the superpave software, stored, and retained by the Contractor until the Department has completed the verification testing process. Transporting of all samples will be under the observation of Department.
- c.
 - (1) The sample shall be taken from the roadway, behind the paver before compaction or from the windrow. For SPS mixes, the Contractor has the option to obtain the samples directly at the plant.
 - (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 and quality control may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
 - (4)
 - (i) When cold feed samples are being taken, the acquisition shall be timed such that the material in the sample represents, as close as possible, the same material in the sample taken behind the paver. If cold feeds are sampled and tested by Contractor, a split of that sample must be submitted with the hot mix subplot sample. The Contractor will be notified what subplot (a minimum of 1 subplot per lot) sample must be tested for FAA and CAA from the blended cold feed material according to the Department random sampling schedule. All other FAA and CAA subplot samples may be taken from the randomly selected portion of the blended cold feed material or obtained from the random samples taken behind the paver. Samples shall be taken under the observation of Department and split according to AASHTO T-248, with the Department taking custody of their sample at that time.
 - (ii) 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) 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 2.585 for information only for all mixes.
 - (ii) FAA - AASHTO T 304 Method A. The pour time of the test sample into the funnel shall be completed in 5 ± 1 seconds.
 - (iii) CAA - ASTM 5821. For SPR mixes, CAA testing and results are only required on the cold feed verification test for the lot.
 - (4) The laboratory air voids shall be determined in accordance with the following:

Table 1028.14

$Gmb(corr)@Nany = Gmb(meas)@Nmax \times (height@Nmax \div height@Nany)$ $\%Gmm(corr)@Nany = 100 \times (Gmb(corr)@Nany \div Gmm(meas))$ $\% Air Voids@Nany = 100 - \%Gmm(corr)@Nany$ $VMA@Ndes = 100 - (Gmb(corr)@Ndes \times Ps \div Gsb)$ $VFA@Ndes = 100 \times ((VMA@Ndes - \% Air Voids@Ndes) \div VMA@Ndes)$ $\text{Measured} = (meas)$ $\text{Corrected} = (corr)$

- (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. A correction factor of 0.3% will be added to the ignition oven results for mixes containing hydrated lime.
 - (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 Department 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 latest version of Department provided "Superpave" software. A copy containing complete project documentation will be provided to the Department at the completion of asphalt production.

g. Superpave Software:

- (1) QC charts from the software shall be made available for review by the Engineer at any time.
- (2) As a minimum, the following values shall be reported on Department 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 0.01% by ignition oven results in accordance with AASHTO T 308.
 - (iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001% will be reported.
 - (v) Laboratory Gyratory air voids at Ndes shall be plotted to nearest 0.1%. Laboratory Gyratory air voids, at Nini, Ndes and Nmax shall be reported to nearest 0.1%.
 - (vi) FAA and CAA of the asphaltic concrete for both cold feed and ignition oven samples will be reported to the nearest 0.1% for FAA and 1% for CAA. A minimum of one subplot FAA and CAA cold feed sample per lot will be tested and recorded on Department provided software.
 - (vii) VMA content shall be plotted to nearest 0.1% and VFA shall be reported to the nearest 0.1%.
 - (viii) Dust to Binder ratio to the nearest 0.01 will be reported.

6. Verification Sampling and Testing:

- a. The Department 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.
- b. The results of Contractor QC testing will be verified by the Department's verification tests. Any samples outside of the tolerances in Table 1028.15 and 1028.16 will result in an Independent Assurance (IA) review of testing and may result in the Department test results being applied.

- (1) On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.0% 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 Department subplot samples may be tested and the Department subplot test results may be applied to the respective subplots and the resulting pay factors will apply.
 - (2) On any given Lot, if the results of the FAA verification testing and its companion QC testing are within 0.5 percent, the FAA verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factor. If the FAA 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 Department subplot samples may be tested and the Department subplot test results may be applied to the respective subplots and the resulting pay factors will apply.
- c. When verification tests are within testing tolerance but results show a consistent pattern of deviation from the QC results, the Engineer may cease production and/or request additional verification testing or initiate a complete IA review.

**Table 1028.15
Asphaltic Concrete Testing Tolerances**

Test	Tolerance
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%
Field Core Density	0.020
Air Voids	1.0%

**Table 1028.16
Blended Aggregate Gradation
Testing Tolerances**

Sieve Size	Tolerance
3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm), No. 4 (12.5 mm), No. 8 (2.36 mm)	5%
No. 16 (1.18 mm), No. 30 (600 μm), No. 50 (300 μm)	4%
No. 200 (75 μm)	2%

d. Independent Assurance (IA) Review of Testing:

- (1) The Contractor shall allow the Department personnel access to their laboratory to conduct IA review of technician testing procedures and apparatus. Any deficiencies discovered in testing procedures will be reported by the department and corrected by the Contractor.
- (2) During IA review, the Department personnel and the Contractor will split a sample for the purpose of IA testing. The samples selected will be tested in the Department Branch Laboratory. Any IA test results found to be outside of defined testing tolerances above will be reported. The Contractor shall verify the testing apparatus and make corrections if the apparatus is out of tolerance.
- (3) See Section 28 of the Materials Sample Guide for more information on IA testing.

e. If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Department will be asked to resolve the dispute, which will be final. It is the Contractor's responsibility to obtain a large enough sample size for any referee testing (a total sample size of 6000 grams, to be retained by the Department after splitting, is recommended for FAA testing). All dispute resolutions will be in accordance with the Quality Assurance Program requirements in the NDOR Materials Sampling Guide.

7. Production Tolerances, Acceptance, and Pay Factors

**Table 1028.17
Production Tolerances***

<i>Test</i>	<i>Allowable Deviation from Specification</i>
<i>Dust to Asphalt Ratio</i>	None
<i>Coarse Aggregate Angularity</i>	- 5% below Min.
<i>Fine Aggregate Angularity for SPR Only</i>	- 0.2% below Min. for cold feed - 0.5% below Min. for ignition oven
<i>Fine Aggregate Angularity for all other mixes</i>	- 0.5% below Min. for cold feed - 1.0% below Min. for ignition oven
Minimum Binder Content	None

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

- a. The Contractor shall notify the Engineer whenever a test result approaches the Specification limits.
- b. When any single test result for FAA testing falls outside the allowable production tolerances in Table 1028.17, the material represented by this test will be accepted with a penalty as shown in Table 1028.18 or rejected, as determined by the Engineer. For all other tests, when any single test result, on the same mix property, from two consecutive QC

samples fall outside the allowable production tolerances in Table 1028.17, the material represented by these tests will be accepted with a 20% penalty or rejected, as determined by the Engineer.

**Table 1028.18
FAA Penalty Scale**

Percentage outside of allowable deviation given in Table 1028.17	Penalty for SPR	Penalty for SPH
<i>0.1%</i>	20% or reject	5% or reject
<i>0.2%</i>	20% or reject	10% or reject
<i>0.3%</i>	20% or reject	15% or reject
<i>0.4% or greater</i>	20% or reject	20% or reject

- c. The Contractor shall assume the responsibility to cease operations when specifications are not being met.
- d. Acceptance and pay factors for Asphaltic Concrete Type SPS will be based on compacted in place average density.
- e. For each subplot of Asphaltic Concrete Type SPR and SPH, the asphaltic concrete unit price is a product of all applicable pay factors for the item "Asphaltic Concrete, Type _____". Included in a subplot, following approval of the control strips, may be any roadway Asphaltic Concrete Type SPR or SPH which is produced and approved by the Engineer for use as Patching, State Maintenance Patching, and Asphalt for Intersections and Driveways on project shall be eligible for inclusion in subplot(s) tonnage pay factor determination using the roadway Asphaltic Concrete Type _____ unit price. When a control strip is not constructed, the pay factor for the running average of four air voids shall be fixed at 1.0 for the first three asphaltic concrete sublots.
 - (1) When there is a production tolerance pay factor penalty as stated in Paragraph 7.b. subsection 1028.03 this penalty percentage will be entered in the Superpave Asphalt Pay Factor Summary under production specifications for each subplot affected. These individual pay factors will then be multiplied by each other to determine a total pay factor for each subplot [(750 tons) (680 Mg)].
- f. 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 1028.19.

**Table 1028.19
Acceptance Schedule
Air Voids - N_{des}**

Air voids test results for Asphaltic Concrete Type SPR	Air voids test results for SPH Asphaltic Concrete	Pay Factor	
		Moving average of four	Single test
Less than 0.5%	Less than 1.5%	50% or Reject	50% or Reject
0.5% to 0.9%	1.5% to 1.9%	50% or Reject	50%
1.0% to 1.4%	2.0% to 2.4%	50% or Reject	95%
1.5% to 1.9%	2.5% to 2.9%	90%	95%
2.0% to 2.4%	3.0% to 3.4%	100%	100%
2.5% to 3.5%	3.5% to 4.5%	102%	104%
3.6% to 4.0%	4.6% to 5.0%	100%	100%
4.1% to 4.5%	5.1% to 5.5%	95%	95%
4.6% to 5.0%	5.6% to 6.0%	90%	95%
5.1% to 5.5%	6.1% to 6.5%	50% or Reject	90%
5.6% to 6.0%	6.6% to 7.0%	50% or Reject	50%
6.1% and over	7.1% and over	50% or Reject	50% or Reject

8. Asphalt Concrete Density Samples:

- a. The Contractor shall perform density tests under direct observation of Department personnel. The Contractor shall establish the method of testing in the preconstruction conference and shall test in accordance with the AASHTO T 166, NDR T 587, or as otherwise described in these Special Provisions. The Contractor shall insure that the proper adjustment bias and/or correction factors are used and accessible to Department 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 Department Density spreadsheet. When AASHTO T 166 is being used, the Department will observe the Contractor taking, transporting, and testing the cores. The Department will take immediate custody of the cores at the completion of the testing. All disputed values determined using NDR T 587 will be resolved using AASHTO T 166.
- b. The Contractor shall determine the density of samples 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:

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

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

Note: The individual QC test value of the Maximum Mix Specific Gravity (Rice), determined by AASHTO T 209, will be used to calculate the density of each corresponding core.

- c. The Contractor shall cut cores the first day of work following placement of the mixture. The core samples shall be a minimum of a 3 inch (75mm) diameter.
- 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 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.
- f.
 - (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 1028.20.
 - (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 1028.20

Acceptance Schedule Density of Compacted Asphaltic Concrete	
Average Density (5 Samples, Percent of Voidless Density)	Pay Factor
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

- g. If requested by the Contractor, check tests for all density tests in the original set, taken no later than the working day following the receipt of all test results for the lot, 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 provided by the Engineer from the Random Sampling Schedule. The average density obtained by the check tests shall be used to establish the density pay factor for the lot.
- h. The location of density samples are identified by the Random Sampling Schedule. When the random location is noted as zero or the lane width (i.e., zero or 12 ft. on a 12-foot lane), the core shall be cut with the outer edge of the core barrel no greater than 4 inches away (laterally) from the edge of the top of the mat for an unconfined edge or from the edge of the top of the hot mat (joint) for a confined edge. If using a nuclear gauge, the 4 inches would be measured to the edge of the gauge base. The percent density value at these edge-of-lane locations shall be adjusted upward by 2.5%, but to a value of no greater than 92.5%, and the resultant value used in determining the density pay factor. No initial value of 92.5 or greater shall be adjusted.

WARM MIX ASPHALT (J-7-0213)

The Contractor has the option to use Warm Mix Asphalt (WMA) meeting the following requirements.

1. Warm Mix Asphalt (WMA)

Warm Mix Asphalt mixtures shall follow the requirements of Superpave Asphaltic Concrete and all other applicable sections with the following exceptions:

- a. The Contractor shall request the use of a WMA additive in writing when submitting the Job Mix Formula. The requested additive shall be an approved Level I or II production product or combination thereof. The manufacturer's recommended additive rates, specifications, and all other pertinent information shall be included in the requests. All requests must be approved by the Flexible Pavements Engineer prior to their use.
- b. Level I Production
 - (1) Level I WMA additives are as follows: water injection devices.
 - (2) Hydrated Lime at 1.25% by weight of virgin aggregate is required for all mixtures.
 - (3) The allowable drop in temperature shall be a maximum of 40°F below the producer's recommended production temperature for Hot Mix Asphalt (HMA), or less as required during production to achieve proper laydown and compaction properties. Plant production temperatures shall not drop below 230°F.

- c. Level II Production
 - (1) Level II WMA additives are as follows: Advera, Evotherm (DAT, ET, 3G), and Sasobit.
 - (2) For amine based WMA additives, 25% of the additive must be considered an amine based anti-stripping agent. Amine based WMA additives with anti-stripping agents shall be terminal blended by the binder supplier or a system approved by the Flexible Pavements Engineer for application at the plant. For all other warm mix technologies hydrated lime shall be added at a minimum rate of 1.25% by weight of virgin aggregate, including the weight of limestone. Hydrated Lime shall not be used on Level II WMA mixtures when the WMA additive is an Amine based additive or when the Amine WMA additives are used in combination with Level I water injection. The minimum rate for amine based WMA additives shall be 0.7%. The dosage rate of anti-strip shall not exceed manufacturer's recommendations.
 - (3) The drop in temperature shall be a maximum of 90°F from the producer's recommended production temperature for HMA. Plant production temperatures shall not drop below 215°F.
- d. Other WMA additives shall not be used unless otherwise approved by the Flexible Pavements Engineer.
- e. WMA additives may be used in combination by approval of the Flexible Pavements Engineer.
- f. Asphalt mixes shall be tested for TSR on the first lot of production and then on randomly selected lots thereafter.
- g. Field samples shall be heated and compacted using the following table unless otherwise approved by the Flexible Pavements Engineer.

Gyratory Compaction Temperatures

Mix Type	% Rap	Compaction Temp °F
SPS	0-25	270 + 5
	26-50	280 + 5
SPR	0-35	280 + 5
	36-50	290 + 5
SPH	0-35	300 + 5

- h. NDOR may suspend or eliminate the use of WMA on a project if any of the following conditions occur: rutting, segregation, surface voids, tearing, irregular surface, low density, raveling, stripping, or if pavement does not meet any other design criteria.
2. Warm Mix Asphalt (WMA) additives will be measured and paid for directly by the unit of each for the item "Hydrated Lime/Warm Mix Asphalt" for each ton of hot mix asphalt produced.

ASPHALT DENSITY GAUGE (J-7-0213)

Description

An Asphalt Density Gauge may be used for Quality Control when determining the in-place density of asphaltic concrete.

Material Requirements

The device must be approved by the Flexible Pavements Engineer.

Testing Method

1. The Contractor shall establish the method of testing in the preconstruction conference. All testing shall be in accordance with AASHTO TP 68 and as directed in this provision.
2. The first 3 density locations of the project shall be cored in accordance with AASHTO T166 to calibrate the asphalt density gauge. Prior to coring, the Contractor shall calibrate the device at each core location.
3. Calibration: A correction factor shall be established for the first 3 cores by calculating the difference between the average density measurement of the asphalt density gauge and the roadway core density. This correction factor shall be entered into the device and used for measuring subsequent densities. The correction factor shall be verified with another core for every 15 density readings that are to be recorded.
4. Density Reading Procedure: Place the asphalt density gauge on the asphalt mat over the area to be tested. Record the density reading, and repeat this process for a total of 5 readings, as detailed in Figure 1. An average of the 5 readings will be used as the density reading for each location.

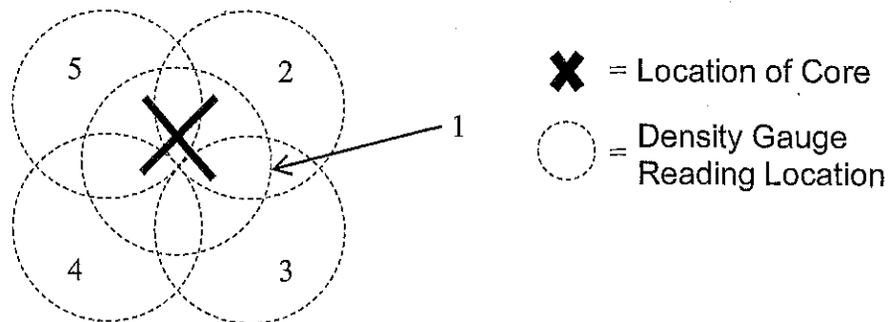


Figure 1: Asphalt density gauge

5. If any density measured by the asphalt density gauge is below 90%, a density core shall be cut at that location and used for density measurement for that subplot. Density

readings below 90% shall not be used to calculate a correction factor. All disputed values determined using the asphalt density gauge will be resolved using AASHTO T 166.

ASPHALTIC CONCRETE TYPE SLX (J-29-0414)

Asphaltic Concrete, Type SLX shall meet all of the requirements of Asphaltic Concrete, Type SPR, listed in Section 1028 and these Special Provisions, with the following exceptions:

1. Material Characteristics:

- a. The type of PG Binder used shall be PG Binder 64-34 with 0.7% of an approved amine-based WMA additive.
- b. Reclaimed Asphalt Pavement (RAP) will be added to the mix at a minimum of 20% and a maximum of 35%. The RAP must be fractionated/processed prior to use, to a sizing such that the combined hot mix meets the required gradation. The mat cannot exhibit any visual defects or cold spots from RAP conglomeration.
- c. The mix shall contain a minimum of 20% Crushed Rock Chips (with a minimum of 45% retained on the #4 sieve and a maximum of 5% passing the #200 sieve).
- d. The Asphaltic Concrete shall have a minimum Fine Aggregate Angularity (FAA) of 43.0 on the combined aggregate blend. There is no requirement for Coarse Aggregate Angularity (CAA).
- e. Asphaltic Concrete Type SLX shall use the gradation band listed below.

Gradation Control Points for Type SLX

English Sieve (Metric)	Control Points (percent passing)	
	Minimum	Maximum
1/2 inch (12.5 mm)	98.0	100.0
3/8 inch (9.5 mm)	93.0	100.0
No. 4 (4.75 mm)	70.0	87.0
No. 8 (2.36 mm)	45.0	65.0
No. 16 (1.18 mm)	25.0	41.0
No. 30 (600 µm)	15.0	31.0
No. 50 (300 µm)	10.0	21.0
No. 100 (150 µm)	---	---
*No. 200 (75 µm)	4.0	10.0

* Dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 (75 µm) sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be between 0.70 and 1.70.

2. Design Criteria:

- a. The optimum binder content shall be the binder content that produces 2.0 to 4.0 percent air voids at 50 gyrations, with a minimum content of 5.3%.
- b. The Voids in the Mineral Aggregate (VMA) shall be a minimum of 16% ± 1% (mix design only).

3. Placing and Finishing:

- a. Asphaltic Concrete shall be placed only when the ambient temperature is at least 40°F (4°C) and rising.
- b. The asphaltic concrete temperature shall be 285° F (154°C) or above measured in the truck just prior to placement. Exceptions to this requirement are that the PG Binder Supplier recommended maximum temperature requirement shall not be exceeded.
- c. The Contractor will use steel wheel compactors only. Rubber tire rollers will not be allowed.

4. Asphaltic Concrete Density:

Regardless of layer thickness, Asphaltic Concrete Type SLX will be monitored for density.

An initial rolling pattern test strip shall be completed to determine the rolling pattern that will target a minimum of 92.5% density. The Contractor shall monitor the density through a combination of rolling pattern and field testing as deemed necessary by the Engineer.

5. Method of Measurement:

For each lot of Asphaltic Concrete Type SLX, the asphaltic concrete shall be paid by the contract unit price for the item "Asphaltic Concrete, Type SLX". The asphaltic concrete unit price is a product of all applicable pay factors excluding density and CAA.

Basis of Payment:

Paragraphs 2.a., 2.b.(1), 2.b.(2) and 2.b.(3) of Subsection 503.06 are void and superseded by the following:

Asphaltic Concrete Type SLX shall be paid per ton (Mg) for the item "Asphaltic Concrete Type SLX".

SECTION F—PORTLAND CEMENT CONCRETE PAVEMENT, CURB WALL, INTEGRAL CURB, CURB AND GUTTER AND SIDEWALK, STRUCTURAL CONCRETE, REINFORCING STEEL

1. **Description.** This work shall consist of that described in Division 600 Concrete Paving; Section 704 Concrete Retaining Walls and Steps; Section 606 Concrete Curb and Gutter; Section 607 Concrete Sidewalks; and Division 700 Bridges, Culverts, Related Construction of the 2007 State Specifications.
2. **Materials.** All materials used in the performance of the items of work shall comply with Division 600 and Division 1000 for Concrete Paving (47B).
3. **Construction Methods.**
 - (a) Concrete Paving shall be mixed, placed and finished as provided in Sections 603.03.
 - (b) Concrete Retaining Walls and Steps shall be mixed, formed, placed and finished in accordance with Section 704.
 - (c) Concrete Curb and Gutter shall be mixed, placed and finished in accordance with Sections 606.01 through 606.03.
 - (d) Concrete Sidewalks and Drives shall be mixed and finished in accordance with Sections 607.01 through 607.03 and Sections 609.01 through 609.03.
 - (e) Structural Concrete for box culverts, bridges and dams shall be mixed and furnished in accordance with Section 704.
 - (f) Reinforcing Steel. Steel bars for concrete reinforcement shall conform to Section 707 of the 2007 State Standard Specifications for Highway Construction and shall be deformed, of Grade 40 or Grade 60 billet or Grade 40 or Grade 60 axle steel as shown in the plans, specifications or Special Provisions.
4. **Method of Measurement and Payment.**
 - (a) Portland Cement Pavement shall be measured in place and paid for by the square yard at the contract bid price for "P.C.C. Pavement" at the thickness shown in the proposal and on the plans. Such payment shall be considered full compensation for furnishing all materials including, but not limited to, reinforcing steel, dowel bars, joint sealer, special joints, hauling, placing, sawing, finishing and curing said concrete paving and performing all incidental work necessary to complete the item of work.
 - (b) Integral Curb shall be subsidiary to the unit contract bid price for P.C.C. concrete pavement.

- (c) Concrete Curb Wall shall be measured and paid for by the cubic yard in place at the contract bid price for "Concrete Curb Wall" through and including transitions from Concrete Curb Wall to Standard Integral Curb. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (d) Concrete Curb and Gutter shall be measured and paid for by the linear foot for "Concrete Curb and Gutter". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (e) Portland Cement Concrete Sidewalks shall be measured and paid for by the square foot at the contract bid price for "5 Inch P.C.C. Sidewalks". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (f) Portland Cement Concrete Drives shall be measured and paid for by the square yard at the contract bid price for "6 Inch P.C.C. Drives". Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (g) Structural Concrete shall be measured and paid for per cubic yard at the contract bid price. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (h) Payment of steel reinforcement shall be made at the contract bid price per "pound". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

SECTION G—PAVEMENT, CURB AND GUTTER, SIDEWALK AND DRIVE REMOVAL

1. **Description.** This work shall consist of removing and disposing of Asphaltic Concrete Paving, Concrete Paving, Concrete Curb and Gutter and Concrete Sidewalks and Drives.
2. **Construction Methods.** Limits of paving removals for Asphaltic and Portland Cement Concrete Paving including Curb and Gutter, Sidewalks and Drives, when indicated in the plans or directed by the Engineer, shall be sawed to a depth sufficient to result in a straight and undamaged edge on the remaining pavement.

Where pipelines are to be installed by open cut in streets on which asphalt or concrete pavement exists, the pavement shall be neatly cut out in a straight line along both edges of the trench. Cutting will be done with a concrete saw or other suitable means acceptable to the Engineer. The paving so cut will be removed, loaded and hauled to a dump approved by the Engineer. Limits of paving removed will be designated by the Engineer.

3. **Method of Measurement and Payment.**

- (a) Removal of all types of roadway paving shall be unclassified and shall be measured and paid for on a square yard basis at the contract bid price for "Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (b) Removal of pavement for drives will be measured and paid for on a square yard basis at the contract bid price for "Driveway Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (c) Removal of concrete curb and gutter shall be measured and paid for on a linear foot basis at the contract bid price for "Curb and Gutter Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (d) Removal of concrete sidewalk shall be measured and paid for on a square foot basis at the contract bid price for "Sidewalk Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (e) Saw cutting pavement will not be paid for directly but shall be considered subsidiary to the bid items of the contract, unless otherwise so specified in the bidding documents.

SECTION H—REMOVAL OF EXISTING STRUCTURES

- 1. **Description.** This work shall consist of that described in Section 203 of the 2007 State Specifications.
- 2. **Construction Methods** used shall be in conformance with Section 203.02.
- 3. **Method of Measurement and Payment.**
 - (a) Removing existing concrete box culverts, dams, retaining walls, storm sewer inlets and catch basins, etc. shall be measured and paid for on a per each basis for each item removed at the contract bid price as specified in the Proposal, which payment shall be considered full compensation for providing all labor and materials necessary to complete the work.
 - (b) Removal of existing storm sewer shall be measured and paid for on a linear foot basis for the type and size indicated in the proposal and on the plans.

SECTION I—REINFORCED CONCRETE PIPE

- 1. **Description.** This work shall consist of that described in Section 1037 of the 2007 State Specifications.

2. **Materials** used in the construction shall conform to minimum material requirements shown as follows:

- (a) Reinforced Concrete Pipe shall conform to the requirements of AASHTO M170, M206 C 76 76 ASTM Designation or the latest revision thereof, for Class III Reinforced Concrete storm sewer and culvert pipe.

The various classes of pipe designated shall meet the following requirements:

- (1) Class III Reinforced Concrete Pipe – D Load 0.01 in crack 1,350 lbs.
Class III Reinforced Concrete Pipe – D Load Ultimate 2,000 lbs.
- (2) Concrete Proportions – as designated in Section 5.2.1 concrete (ASTM 76 76) with not less than six U.S. standard bags of cement per cubic yard.
- (3) Concrete Strength – 4,000 psi
- (4) Pipe Acceptance – as specified in Section 3.1.1 (ASTM 76 76) three edge bearing test. In addition, the reinforced concrete pipe manufactured under this specification will be required to meet absorption requirements of concrete as indicated in ASTM Specification C 76.

3. **Construction Methods.** All transporting, delivering, placing, excavating and backfilling of storm sewer shall conform to the requirements of Section 720 except that backfill material for the lowest 90 degrees shall be sand, placed and compacted to the required density under the direction of the Engineer. Bedding will be required for all reinforced concrete pipe and corrugated metal pipe installed on this project.

4. **Method of Measurement and Payment.**

- (a) Excavation backfilling and compaction of trenches for storm sewers shall not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.
- (b) Pipe for storm sewer shall be measured and paid for on the linear foot basis of the contract bid price for “C.M.P. Storm Sewer” and “R.C.P. Storm Sewer” for the pipe sizes indicated in the plans and specifications as provided in Section 720.05.
- (c) Pipe for sanitary sewer shall be measured and paid for on the linear foot basis at the contract bid price for “V.C.P. Sanitary Sewer” for the pipe size indicated in the plans and specifications. Said payment shall be considered full compensation for excavation, disconnecting house services from the existing sewer main, installing the sanitary sewer, wyes and house sewer service lines, plugging service lines at the point of disconnection, backfilling and compacting the trench, performing all incidental work and providing all equipment, labor and materials necessary to complete the item of work.

SECTION J—CATCH BASINS, MANHOLES, INLETS AND JUNCTION BOXES

1. **Description.** This work shall consist of that described in Sections 916 Catch Basins, Manholes, Inlets and Junction Boxes and 917 Reconstruction of Manholes and Adjusting Manholes to Grade.
2. **Materials.** All materials furnished shall conform to Section 916.02 except steel and gray iron castings shall be the types specified on the plans.
3. **Construction Methods.** Construction will be in accordance with Sections 916.03.
4. **Method of Measurement and Payment.**
 - (a) Excavation backfill and compaction will not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.
 - (b) Manholes and Inlets shall be measured and paid for at the contract bid price per each for the types specified and said payment shall be considered full compensation for furnishing all labor, equipment and materials, including steps and covers, cast iron sanitary sewer, adapter and incidental work necessary to complete the item of work.
 - (c) Manholes requiring an adjustment of 24 inches or greater to bring said structure to grade shall be measured and paid for at the contract bid price per each for 24 Inch Risers, which payment shall be considered full compensation for furnishing all labor, equipment and materials (including fabrication, steps and covers) necessary to complete the item of work.
 - (d) The work of Adjusting Manholes and Reconstruction of Manholes from 0 to 24 inches shall be measured and paid for at the contract bid price per each for “Adjusting Sewer Manholes to Grade”, which payment will constitute cost of all materials, equipment and labor necessary to complete the item of work.

SECTION K—SANITARY SEWER

Section deleted – not applicable to this contract.

SECTION L—WATER MAINS

Section deleted – not applicable to this contract.

SECTION M—TOPSOIL, SEEDING, MULCHING, FERTILIZING & EROSION CONTROL

1. **General.** Ditches, cells, berms and dikes disturbed by construction shall be shaped, seeded, mulched and watered.

(a) Work Included.

- (1) Preparation of subgrade to receive topsoil
- (2) Spreading topsoil
- (3) Seeding and fertilizing
- (4) Erosion control
- (5) Watering
- (6) Maintaining seeded areas until acceptance

(b) Delivery, Storage and Handling.

- (1) Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
- (2) Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- (3) All seed shall be a certified blue seed unless stated as a common seed.

(c) Existing Conditions. Beginning work of this Section means acceptance of existing conditions.

(d) Submittals. Submit shop drawing and product data for erosion control fabrics and seed mixture to Engineer for approval prior to installation.

2. Products.

(a) Growing Media.

- (1) Topsoil: Excavated material taken from the upper 18 inches of the soil profile, graded free of roots, rocks larger than one inch, subsoil, debris, and large weeds.
- (2) Starter Fertilizer: 18-46-0, commercial type with 50 percent of the elements derived from organic sources.

(b) Seed.

- (1) Seed Mixture – Type A

Species

*Pure Live
Seed/Acre

Big Bluestem	4.0 lbs.
Indian Grass	3.8 lbs.
Switch Grass	1.8 lbs.
Sideoats Gramma	3.4 lbs.
Oats	.5 lbs.

*Rates shown are for drilling. Rates shall be doubled for broadcast seeding.

(2) Seed Mixture – Type B

<u>Species</u>	<u>*Pure Live Seed/Acre</u>
Broam Grass	10.0 lbs.
Switch Grass	3.5 lbs.
Oats	.5 lbs.

*Rates shown are for drilling. Rates shall be doubled for broadcast seeding.

(3) Seed Mixture – Type C
(Bluegrass (60) - Rye (40))

<u>Bluegrass Species</u>	<u>Pure Live Seed/Sq. Ft.</u>	<u>Pure Live Seed/Acre</u>
Caliper	0.6 lbs.	26.0 lbs.
Newblue	0.6 lbs.	26.0 lbs.
Classic	0.6 lbs.	26.0 lbs.
<u>Rye Species</u>	<u>Pure Live Seed/Sq. Ft.</u>	<u>Pure Live Seed/Acre</u>
Dimension	0.6 lbs.	26.0 lbs.
Palmer III	0.6 lbs.	26.0 lbs.

(c) Accessories. Mulching Material: Prairie hay, oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Alfalfa, hay or chopped cornstalks is not acceptable.

(d) Erosion Control Fabric – Type I.

(1) Coconut fiber erosion control fabric shall meet the following requirements:

a) Materials: Coconut at 0.5 lbs./square yard

- b) Net – Heavyweight: UL stabilized both sides
- c) Roll Width – 6.5 feet minimum
- d) Staples shall be 6 inches, 11 gauge
- (2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.
- (e) Erosion Control Fabric – Type II
 - (1) Straw fiber erosion control fabric shall meet the following requirements:
 - a) Materials: Straw at 0.5 lbs./square yard
 - b) Net – Lightweight degradable, both sides
 - c) Roll Width: 6.5 feet minimum
 - e) Staples shall be 6 inches, 11 gauge
 - (2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.

3. Execution.

- (a) Preparation.
 - (1) Protect existing underground improvements from damage.
 - (2) Remove foreign materials, plants, roots, stones and debris from site. Do not bury foreign material.
 - (3) Remove contaminated subsoil.
 - (4) Cultivate area to receipt topsoil to depth of 3 inches. Repeat cultivation to areas where equipment has compacted subgrade.
- (b) Spreading Topsoil.
 - (1) Spread topsoil to depth of 6 inches over area to be seeded. Place during dry weather and on dry, unfrozen subgrade.
 - (2) Cultivate topsoil to depth of 6 inches with mechanical tiller. Cultivate inaccessible areas by hand. Rake until surface is smooth.
 - (3) Remove foreign materials collected during cultivation from site.

- (4) Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.
 - (5) Assure positive drainage away from buildings.
 - (6) Finish ground level firm and sufficient to prevent sinkage pockets when irrigation is applied.
- (c) Fertilizing.
- (1) Apply fertilizer at a rate of 200 lbs. per acre.
 - (2) Do not apply grass seed and fertilizer at same time or in same machine.
 - (3) Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.
- (d) Seeding.
- (1) Apply seed at rates indicated earlier in this section.
 - (2) The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin work and shall not proceed with such work until permission to do so has been granted by the Engineer.
 - (3) Seeding operations shall be performed only during the periods between March 1 and June 1 and between August 1 and September 15 except by express permission of the Engineer. No work shall be performed during excessively windy weather or when the ground is frozen, wet or otherwise untillable.
 - (4) For seeding, approved mechanical power drawn drills, broadcast type seeder or hydraulic seeders may be used.
- (e) Mulching.
- (1) Mulch shall be either dry cured native hay or threshed grain straw. Hay or straw shall be free from seeds of noxious weeds and relatively free from seeds of all other weeds.
 - (2) The Contractor shall apply a protective mulch within 48 hours after sowing the seed, unless otherwise directed by the Engineer. The mulch shall be applied with a mulch blowing machine or other approved methods at the rate of two tons per acre.
 - (3) Immediately following the spreading of the mulch, the material shall be anchored to the soil by a V-type wheel land packer, a soil erosion mulch tiller, or other suitable equipment which will secure the mulch firmly to form a soil-bind mulch.

(4) Straw mulch is required on all areas to be seeded that do not receive erosion control fabric.

(f) Erosion Control Fabric.

(1) A straw fiber drainage blanket (Type II) shall be used along the bottom of the drainage ditches as indicated at locations on the plan.

(2) A coconut fiber drainage blanket (Type I) shall be used in the storm water collection sump(s) as indicated at locations on the plan.

(3) The total width of the area to receive Type II drainage blankets shall be no less than 11 feet.

(4) All blankets shall be stapled using no less than two staples per square yard.

(5) All blankets shall be installed keyed into shallow trenches along the perimeter. Follow manufacturer's recommendations.

(g) Watering. Watering shall not begin until completion of the mulching operation. All areas shall be wetted as required to start the moist soil conditions necessary to assure seed germination and growth. At least one additional watering will be required after the initial period as directed by the Engineer.

(h) Measurement and Payment.

Seeding will be measured and paid for at the contract unit price per acre for "seeding", which payment shall be full compensation for topsoiling, shaping, seedbed preparation, seed, planting, mulching, watering and all incidentals required to complete the item of work.

Erosion control fabric will be paid for at the contract unit price per square yard for the specified type, which payment shall be full compensation for all material, grading, labor and incidentals required to complete the item of work.

(i) Acceptance. Seeded areas will be accepted when seeded areas are properly established and otherwise acceptable. This shall include any reseeded that may be required beyond the standard one year warranty, but in no case longer than three years from the date of initial Final Completion.

SECTION N - POLYUREA PAVEMENT MARKING, GROOVED
(D-11-0308)

Section deleted – not applicable to this contract.

SECTION O — METHOD OF PAYMENT

The Engineer will compile a detailed estimate of cost of work completed at the end of each week. Said estimates, being approved by the Engineer, will be submitted to the Hastings City Council each month for payment. A 10 percent retainage on each estimate or total accumulative estimate will be held by the City until at which time the job has had final approval and acceptance by the Engineer.

SECTION P — GUARANTEE OF WORKMANSHIP AND MATERIALS

The Contractor shall guarantee all materials, workmanship and successful operation of all work furnished and installed by him for a period of one year from the date of final acceptance of the whole work and shall guarantee to repair or replace at his expense any part of the work which shows defect during the guarantee period, provided such defect is, in the opinion of the Engineer, due to imperfect material or workmanship.

