USE OF DISADVANTAGED BUSINESS ENTERPRISES (A-9-0807)

I. INTRODUCTION: The specific requirements of the use of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in these Required Contract Provisions and are imposed pursuant to the *Code of Federal Regulations, Title 49, Part 26 and the Nebraska Department of Roads' Disadvantaged Business Enterprise (DBE) Program*, which are hereby made a part of and incorporated by this reference into this proposal. Copies of these documents are available, upon request, from the Nebraska Department of Roads, Disadvantaged Business Enterprise Office, P.O. Box 94759, Lincoln, Nebraska 68509-4759.

A. Definitions:

1. Whenever "NDOR" is used within these special provisions it shall refer to the Nebraska Department of Roads.

2. Whenever "DOT" is used within these special provisions, it shall refer to the United States Department of Transportation.

3. For the purpose of these special provisions, the following definitions will apply:

   a. Disadvantaged Business Enterprise (DBE) means a for profit small business concern, as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it, which is independently owned and controlled by one or more socially and economically disadvantaged individuals.

   b. Owned and controlled means a business:

      (1) Which is at least 51 percent (51%) owned by one or more socially and economically disadvantaged individuals or women, or, in the case of a public owned business, such individuals must own at least 51 percent (51%) of each class of voting stock and 51 percent of the aggregate of all stock outstanding.

      (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners.

   c. Socially and economically disadvantaged individual means a person who is a citizen (or lawful permanent resident) of the United States, and who is:

      (1) "African American," which includes persons having origins in any of the Black racial groups of Africa;

      (2) "Hispanic American," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

      (3) "Native American," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific American," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian American," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(6) A Woman;

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. DBE CONTRACT GOALS:

A. DBE goals are set by the NDOR for specific contracts. The specific DBE contract goals are stated on the Required DBE Participation Form included in the proposal. The Contractor must meet or exceed the goal or demonstrate good faith efforts to meet the goal. Requirements for submission of DBE good faith effort information are contained in Section IV of these special provisions.

B. A current list of certified DBE firms will be posted on the NDOR website (www.dor.state.ne.us). Only the DBE firms whose names appear on the list will be considered in meeting the contract goal for this project. The DBE firms will be considered only for the items of work listed under the heading, "Nature of Business." DBE firms may request to have additional items of work added to their "Nature of Business," however, no items of work will be added after 5:00 p.m., ten (10) calendar days preceding the letting.

C. Contractors shall, as a minimum, seek DBE subcontractors in the same geographic area in which they seek subcontractors generally for a given solicitation. If the contractor cannot meet the DBE goals using DBEs from the normal area, the contractor will expand its search to a reasonably greater geographic area.

D. Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform with another DBE. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after execution of the contract must be approved by the NDOR.

E. Contractors are also encouraged to use the services of banks owned and controlled by minorities and women; however, this will not be counted toward the contract DBE goal.

III. MEETING DBE CONTRACT GOAL CRITERIA: The award of the contract will be made upon satisfaction of the requirements of these special provisions. The apparent low bidder must

either meet or exceed the DBE goals for the contract or satisfy the NDOR that good faith efforts were made to meet the goals.

A. REQUIRED DBE PARTICIPATION INFORMATION: All bidders are required to submit to the NDOR the "Required DBE Participation Form" with their bid proposal on the form provided in this proposal.

B. THE REQUIRED DBE PARTICIPATION FORM SHALL INCLUDE:

1. The names and addresses of the DBE subcontractors that will actually participate in meeting the contract goal.

2. A complete description (by item number or group, etc.) of the work each named DBE subcontractor will perform.

3. The dollar amount of participation by each named DBE subcontractor.

4. Written and signed documentation from the bidder of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.

5. The apparent low bidder must submit written and signed confirmation from each DBE that it is participating in the contract as provided in the prime contractor's commitment, by 5:00 p.m. on the fifth (5^{th}) calendar day following the letting.

6. If the contract goal is not met, evidence of good faith efforts.

C. The proposal will not be read if the "Required DBE Participation Form" is not included.

If no DBE participation is intended, the form must indicate that good faith effort documentation will be submitted. A blank form that is signed will be interpreted as meaning no DBE participation is intended and will be read.

Listing options and/or alternates for DBE subcontractors and/or items or groups of work to be performed is not allowed, and will cause this bid to be declared non-responsive.

Required DBE information shall not be subject to revision after bids are opened.

D. The information submitted on the DBE Participation Form will be verified by the NDOR. Errors in addition will be treated in accordance with current NDOR specifications and procedures.

E. If the use of non-certified firms or the use of DBE firms not certified for the type of work indicated results in under achievement of the goal, the bid will be declared non-responsive.

F. If, at any time prior to execution of the contract, previously undetected errors result in under-achievement of the goal, the low bidder, along with the other bidders on the project, will be given 5 days from receipt of notification by the NDOR to submit good faith information as outlined in Section IV of these specifications.

G. REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST: All bidders must provide to the NDOR the identity of all firms who provided quotations on DOT-assisted projects, including both DBEs and non-DBEs.

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

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

IV. GOOD FAITH DETERMINATION: It is the low bidder's responsibility to meet the DBE contract goals or to provide sufficient information to enable the NDOR to determine that, prior to bidding, the low bidder actually made good faith efforts to meet such goals.

A. The NDOR will, in the "Apparent Low Bidder" listing (available 24 hours after bid opening) identify all projects which contain a DBE goal. The listing will indicate the apparent low bidder's status in attaining the goal, i.e. "Contractor Meets DBE Goal," or "Contractor Requires Good Faith Determination."

B. If the low bidder's "Required DBE Participation Form" submitted with the bid indicates the DBE contract goal will be met, and the NDOR concurs, the contract will proceed toward award and the low bidder need not submit any further DBE information prior to award.

C. Good Faith Information Submittal: If the contract DBE goals have not been met, the "Apparent Low Bidders" listing will reflect that the apparent low bidder is required to submit good faith effort information. Complete and accurate documented information to support a good faith efforts determination must be submitted by 5:00 p.m. on the fifth (5^{th}) day following the letting.

D. Any other bidder on the contract who requires a good faith effort submittal must also follow the time frames set forth in "C" above if they wish to be considered for award of the contract. Any bidder who does not meet the submittal deadlines, will not be eligible for award of the contract. (The only exception is a case where the apparent low bidder who met the goal initially is declared ineligible for the award for reasons other than DBE goal attainment.) If this results in a new apparent low bidder who did not initially meet the goal, all other bidders on the contract indicating good faith effort will be notified, and given 5 days after receipt, to submit complete information to support their good faith efforts. Bidders are cautioned by the NDOR to retain documentation of their good faith efforts until an award is made, or all bids are rejected.

E. The NDOR will review all information submitted to determine whether the apparent low bidder actually made good faith efforts to meet the contract goal. The decision as to whether the good faith efforts are acceptable will be made jointly by a committee comprised of the NDOR Highway Civil Rights Coordinator, the Contracts Letting Manager, and an at-large NDOR staff member appointed by the Director.

A NDOR determination that the low bidder's information failed to show acceptable good faith efforts shall be cause for declaring the low bid non-responsive. In making a determination, information submitted by other bidders will be considered. If the low bid is declared non-responsive, the above procedure will be applied to the next lowest bid, and other higher bids if necessary, until a bid is found that meets the goal, or establishes that good faith efforts were made to meet it. NDOR reserves the right to reject all bids and readvertise the contract if none of the bids result in a satisfactory level of DBE participation at a reasonable price.

F. Establishing Good Faith Efforts: To demonstrate good faith efforts to meet the DBE contract goals, documentation shall be maintained and submitted to the NDOR as set forth above. Such documentation may include any or all of the following: This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Certified DBE firms that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE firms to respond to the solicitation. The bidder must determine with certainty if the DBE firms are interested, by taking steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBE firms in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform work items with its own workforce.

3. Providing interested DBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. (1) Negotiating in good faith with interested DBE firms. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers, and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation should include the names, addresses, and telephone numbers of DBE firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE firms to perform the work.

   (2) A bidder using good business judgement would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE firms, is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE firms if the price difference is excessive or unreasonable.

5. Not rejecting DBE firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection, or non-solicitation of bids in the contractor's efforts to meet the project DBE goal.

6. Making efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

7. Making efforts to assist interested DBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

G. If the NDOR's preliminary finding is that the bidder did not demonstrate a satisfactory effort to meet the contract goal, the bidder may appeal the decision by submitting a written request for reconsideration within three (3) days of the decision. The bidder may then present information either in a written narrative supporting its good faith effort submittal, or may appear in person. Any new information not included in the original submittal will not be used in the final determination. The appeal will be heard by a Hearing Officer appointed by the NDOR Director. The Hearing Officer will be an individual who is knowledgeable about the DBE Program and its good faith efforts provision, but who had no part in the initial decision.

The Hearing Officer will hear the appeal within five (5) days of receipt of the written request, and will issue a written decision within three (3) days after the appeal. The reconsideration process is administratively final and has no further appeal.

V. COMMERCIALLY USEFUL FUNCTION:

A. A contractor may count toward its DBE goals only expenditures to DBE firms that perform a commercially useful function (CUF) in the work of a contract. A DBE firm is considered to perform a CUF when it is responsible for the execution of a distinct element of the work of a contract, and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE firm must also be responsible for materials and supplies used by the DBE firm on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material.

B. A DBE supplier may be considered to perform a CUF if the products or material (other than bulk items: petroleum products, steel, cement, gravel, stone asphalt) the DBE supplies for a contract are typically kept in stock in a store, warehouse or other establishment maintained by the DBE and regularly sold to the public. The DBE supplier must be responsible for identifying the specific products or material to be supplied determining price and quantity, and arranging delivery. The DBE supplier must be paid directly by the Contractor for products or material supplied.

Guidelines:

1. As a general rule, it is expected that workers on a DBE subcontract shall be regular employees of the DBE subcontractor, and shall be listed on the subcontractor's payroll. A regular employee is a person who would normally be working for the DBE firm on any other subcontract with any other prime

contractor, and whose immediate past employment has not been with the prime contractor on the present project, or with the renter-lessor of equipment being used on the present project.

2. On DBE subcontracts, the DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE will not be considered to be performing a commercially useful function. (If a DBE subcontracts part of its work to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.)

   Operators of leased specialized equipment are included under this provision. In any case, all employees shall be listed on the DBE firm's payroll and paid by that firm.

3. In addition, a DBE subcontractor shall be required to designate a project superintendent/foreman who is a regular employee of the subcontractor, and who shall be active in the day-to-day management of the project.

4. DBE subcontractors who purchase supplies and materials from the prime contractor, which are to be incorporated into the project will not count toward the established DBE contract goals.

5. TWO PARTY CHECKS: The NDOR does not totally prohibit a DBE firm and a prime contractor from using two-party checks to pay for material and/or supplies under certain circumstances, so long as the prime contractor acts solely as a guarantor, and the funds do not come from the prime contractor. Two-party checks cannot be used unless formal written requests to do so from the DBE firm and the prime contractor are delivered to the NDOR DBE Office and written approval is given. If this provision is not strictly followed, the prime contractor will not be allowed credit for the cost of the material and/or supplies toward the DBE contract goal commitment. The NDOR will closely monitor the use of two-party checks to avoid abuse of this practice.

   A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

   When a prime contractor commits to use material and/or supplies provided by a DBE Supplier to meet a DBE contract goal, the DBE Supplier must pay for the material and/or supplies <u>without the use of two-party checks</u> or the cost of the material and/or supplies will not be counted toward the prime contractor meeting the contract goal. The only exception to this policy might be if <u>unanticipated</u> circumstances prevent the DBE Supplier from being able to pay for a portion of the material and/or supplies and the use of two-party checks is the only viable alternative. The NDOR DBE Office will make the final determination on allowing the use of two-party checks in all such circumstances.

VI. PROHIBITED PRACTICES:

A. An area of special concern is exclusive arrangements between the prime contractor and DBE subcontractors. The DBE subcontractors must be willing to contract with more than one prime contractor.

B. Any subcontracting arrangement which artificially inflates DBE participation is not acceptable. Of utmost concern are the interjection of DBE middlemen or passive conduits and arrangements in which a DBE subcontractor is acting essentially as a broker.

VII. ADMINISTRATION OF THE DBE PROGRAM:

A. The NDOR intends to achieve its annual overall DBE participation goal with a "narrowly tailored" DBE Program that meets the "strict scrutiny" requirements as defined by case law. The NDOR will adhere to all of the rules and regulations of the DOT's DBE Program Regulations as contained in 49 CFR Part 26.

It is the intention of the NDOR that DBE subcontractors be independent companies, and function in the same capacity as majority contractors. It is not the intention of the NDOR to be involved with "in name only" DBE subcontractors who are not providing a commercially useful function to the highway industry. The following will be used in administering the DBE Program.

Situation #1:

Prime Contractor "A" subcontracts to a DBE subcontractor, who performs the work with its own workforce (the employees work on a full-time basis for the DBE firm, or were hired from a union hall, employment service, or other hiring sources by the DBE firm, and are supervised by a full-time employee of the DBE), and uses its own equipment, or equipment rented or leased from an equipment dealer. Prime Contractor "A" is not involved in the DBE firm's operation, other than coordinating when the work is to be performed, and/or other normal industry practices of contracts between a prime contractor and a subcontractor.

This is the ideal situation, is totally acceptable, and is within the intent of the DBE Program.

Situation #2:

Prime Contractor "A" subcontracts to a DBE firm, that performs the work with its own workforce, (the employees work on a full-time basis for the DBE firm, or were hired from a union hall, employment service, or other sources by the DBE firm for the project, and are supervised by a full-time employee of the DBE). The DBE firm uses equipment owned by a majority contractor, (other than Prime Contractor "A"), on a long-term rent or lease arrangement at rates consistent with normal industry standards, and not leased on an "as equipment is needed" basis. This situation would be no different than the DBE firm leasing or renting equipment from a commercial equipment supplier.

This is totally acceptable, and is within the intent of the DBE Program.

Situation #3:

A DBE firm is a subcontractor to Prime Contractor "A." When it is time for the subcontract work to be performed, the work is actually performed using Prime Contractor "A's" equipment, work force, and supervisory personnel. The DBE firm then makes a certified payroll using the names of Prime Contractor "A's" employees. Basically, the subcontract work was performed by Prime Contractor "A." This is a very close association with the prime contractor, and the DBE's owner is not considered to be in control of the DBE firm, or the project in question.

This situation described is not considered to be a commercially useful function, and may be subject to any of the administrative actions as cited in Section VIII, C. below.

Situation #4:

A DBE firm is a subcontractor to Prime Contractor "A." When it is time for the subcontract work to be performed, the work is actually done using the workforce, equipment, and supervisory personnel of a majority contractor, Contractor "B." The DBE firm makes a certified payroll showing Contractor "B's" employees. This condition is not considered to be within the intent of the DBE Program. In reality, majority Contractor "B" is the one that performed the work. The NDOR does not consider this to be a commercially useful function, as Prime Contractor "A" is actually subcontracting to majority Contractor "B," in an unapproved status, rather than the DBE firm.

This situation described is not considered to be a commercially useful function, and may be subject to any of the administrative actions as cited in Section VIII, C. below.

Situation #5:

Prime Contractor "A" is buying supplies from a DBE supplier to fulfill the DBE goal. This is only acceptable if the DBE firm is a true supplier. The mere fact that the DBE firm purchases the products or material (other than bulk items: petroleum products, steel, cement, gravel, stone, asphalt) from another supplier or manufacturer, then adds some cost and sells the material to a prime contractor, does not constitute the DBE as being a supplier. A DBE supplier must maintain a place of business with an inventory and be generally recognized as a material supplier.

The above situations are very broad and general. While it is known that many different situations may arise, these are basic guidelines used to administer the DBE Program.

The NDOR is more than willing to discuss particular situations with either DBE firms or prime contractors prior to a letting in the hope of developing DBE firms.

VIII. INVESTIGATORY POWERS, ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT AND PENALTIES

A. INVESTIGATORY POWERS:

1. The NDOR specifically reserves the right and power to investigate, monitor and/or review all actions taken, statements made, documents submitted, by any contractor, subcontractor or DBE firm under the terms of these provisions.

B. ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT:

Whenever the NDOR believes a contractor, subcontractor or DBE firm may not be operating in compliance with the terms of these provisions, the NDOR will conduct an investigation. If the NDOR finds any person or entity not in compliance with these provisions, the NDOR will notify such person or entity in writing as to the specific instances or matters found to be in non-compliance. At the option of the NDOR, the person or entity shall then be allowed a reasonable time to correct any deficiencies noted, and to come into compliance. In the event that the person or entity cannot, thereafter, come into compliance, or fails or refuses to do so, then the NDOR may impose one or more of the penalties hereafter provided for. It is specifically provided by the NDOR that any person or entity will be found to be out of compliance with these provisions if an investigation reveals any violation or act of such serious or compelling nature that the violation or act indicates a serious lack of business integrity or honesty.

C. PENALTIES:

1. In the event the NDOR finds any contractor, subcontractor, or DBE firm, to be out of compliance with these provisions, the NDOR may impose one or more of the following sanctions:

   a. Termination of the contract.

   b. The DBE firm may be decertified and/or suspended from participating in the NDOR DBE Program.

   c. The prime contractor may not be able to count the work performed toward his project DBE goal, and if possible to do so, may need to subcontract other work on the project to DBE subcontractors to achieve the goal.

   d. The contract items involved may be considered for a monetary reduction equal to the amount of work not done by the DBE subcontractor.

   e. The prime contractor may be suspended and/or debarred.

   f. If at any time during the life of the contract, it is determined that the contractor is out of compliance with these provisions, the NDOR may withhold payment of progress payments.

   g. If at the completion of the project, the contractor is determined to be out of compliance, the NDOR may sustain damages, the exact extent of which would be difficult or impossible to ascertain and, therefore, in order to liquidate such damages, the monetary difference between the amount stated by the contractor and the amount actually paid to the DBEs will be deducted from the contractor's payment as liquidated damages. These damages would be in addition to any liquidated damages assessed in accordance with Subsection 108.08 of the Standard Specifications.

   h. Referral to the Attorney General for possible prosecution for fraud.

   i. Other action as appropriate, within the discretion of the NDOR.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
(A-9-0507)

All bidders shall submit written assurance that the minimum goal for Disadvantaged Business Enterprise (DBE) participation will be met. The required DBE Participation Form included in this proposal shall be used. The bidder shall submit the name and address of the DBE(s), a complete description of the participation by the DBE(s), and the dollar value of the participation. If the bidder cannot meet the minimum goal for DBE participation, as specified herein, the bidder shall submit complete documentation of its efforts, following the time limits set forth in IV. A., "Good Faith Information Submittal." These efforts shall include but not be limited to those stated previously in IV. E., "Establishing Good Faith Efforts."

Bidders that fail to meet DBE goals or fail to demonstrate sufficient good faith efforts shall be declared non-responsive and ineligible for award of the contract.

Bidders shall assume the responsibility of determining if they are the apparent low bidders by contacting the Nebraska Department of Roads, Contract Lettings Section in Lincoln, Nebraska. Such information is made public 24 hours after the announced time for opening bids. This information is available from the NDOR Internet web site (http://www.dor.state.ne.us/).

The contract shall be awarded to the lowest responsive responsible bidder.

The standard NDOR procedure concerning subcontractors and suppliers shall apply.

The DBE firms identified at the time of bid opening are the firms to whom subcontracts will be issued. The work subcontracted to be done, and the amount to be paid for the work, shall be as identified at the time of bid opening.

If the prime contractor desires to alter this list after execution of the contract, it must demonstrate to the NDOR that the listed DBE firm(s) is unable to perform, and provide the necessary written justification for approval. Justification must also include written documentation from the affected DBE firm(s) stating their position on the prime contractor's request. There must be a solid basis for any change.

Any substitution of the named DBE firms must be approved by the Department of Roads Disadvantaged Business Enterprise Office. Substitution of DBE's will only be allowed when the DBE firm(s) is not able to perform because of default or over-extension on other jobs or other similar justification. A prime contractor's ability to negotiate a more advantageous contract with another subcontractor is not considered as a valid basis for change.

VERIFICATION OF DBE GOAL COMMITMENTS

In order to verify achievement of the DBE commitments on each project, the following forms must be completed and submitted to the NDOR DBE Office.

A. DR Form 441, DBE I. This form shall be filled out and submitted by the prime contractor, indicating the DBE firms used, actual work performed, the total amount of money paid to the DBE firms, and the date on which is was paid.

B. DR Form 442, DBE II. This form shall be filled out and submitted by the DBE subcontractor, indicating the name of the DBE firm, actual work performed, the

total amount of money received from the prime contractor, and the date on which it was received.

C. The above referenced forms will be sent out by the DBE Office when notification of the project completion has been received. The forms are also available on NDOR's website, www.dor.state.ne.us.

SUBLETTING OR ASSIGNING OF CONTRACT (A-9-0807)

Prior to beginning work, a copy of all executed subcontracts, written agreements and/or lease agreements used to meet DBE goals shall be submitted to the construction engineer for forwarding to the NDOR DBE office. These copies must contain prices.

PROMPT PAYMENT CLAUSE:

The prime contractor shall include a "Prompt Payment Clause" as a part of every subcontract (including second tier subcontracts) for work and material. The "Prompt Payment Clause" will require payment to all subcontractors for all labor and material, for work completed, within twenty (20) calendar days of receipt of progress payments from the NDOR for said work. The "Prompt Payment Clause" will also stipulate the return of retainage within thirty (30) calendar days after the subcontractor achieves the specified work as verified by payment from the NDOR.

The failure by the prime contractor to carry out the requirements of the "Prompt Payment Clause" and/or timely return of retainage, without just cause, is a material breach of this contract, which may result in the NDOR withholding payment from the prime contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this contract, or other such remedy as the NDOR deems appropriate.

NOTE: The prime contractor may withhold payment only for just cause, and must notify the NDOR in writing of its intent to withhold payment prior to actually withholding payment. The prime contractor shall not withhold, delay or postpone payment without first receiving written approval from the NDOR.

DBE GOAL CREDIT (A-9-0307)

It is the intent of the NDOR to assure eligible DBE firms have a "level playing field" and equal opportunity to participate in federal-aid contracts, and maintain the integrity of the DBE program. DBE participation is counted toward goals as follows:

When a DBE firm participates in a contract, only the value of the work actually performed by the DBE firm counts toward the goal.

1. The entire amount of that portion of a construction contract that is performed by the DBE firm's own forces is counted toward the goal. This includes the cost of supplies and materials obtained by the DBE firm for the work of the contract, including supplies

purchased or equipment leased by the DBE, but not supplies or equipment the DBE purchases or leases from the prime contractor or its affiliate.

Example: A DBE firm furnishing and erecting steel or concrete superstructure members, furnishing and driving piling for bridge structures, furnishing and placing prestressed concrete deck panels, and furnishing and placing panels for retained earth walls will be considered a commercially useful function for attaining contract goals for disadvantaged business enterprise (DBE) participation unless the supplies or materials are purchased from the prime contractor or its affiliate.

When a DBE subcontractor is responsible for substantially constructing a complete structure the total value of the subcontract may be credited to the DBE goal.

Paragraph 8.a. (5) of Subsection 109.07 in the 2007 Edition of the Standard Specifications is void and superseded by the following:

When applicable a DR Form 441, "Identification of DBE Goal Achievement".

B. Manufacturers, Suppliers, and Haulers:

DBE Manufacturers may be given 100% credit towards the DBE goal for products they produce for the contract.

DBE Suppliers may be given 60% credit towards the DBE goal for products they furnish for the contract.

DBE Haulers may be given 100% credit towards a DBE goal for the delivery fees charged.

A DBE firm certified as both a supplier and hauler may be given 60% credit for supplying a given product and 100% credit for hauling that same product.

See the DBE Goal Credit Table for a guide to DBE credit.

DESCRIPTIONS
(A-9-0807)

Manufacturer - To be certified as a manufacturer, a DBE firm must operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

Supplier - A DBE supplier, or regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications, and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier or regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

A DBE firm may be a supplier or regular dealer in such bulk products as petroleum products, steel, cement, gravel, stone, or asphalt without owning a place of business if the DBE firm both

owns and operates distribution equipment for the products. Any supplementing of a DBE supplier's or regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

NOTE: It is an unacceptable practice to "drop-ship" items which are not typically stocked by a DBE supplier. If the DBE supplier does not inventory or take possession of the items being supplied prior to shipping to a project, the items will not count toward the DBE goal. Items supplied for a project that are not typically stocked by the DBE supplier will not be counted toward the DBE goal.

Packagers, manufacturers' representatives, brokers, or other persons who arrange or expedite transactions are not suppliers (regular dealers) within the meaning of this paragraph.

Broker - With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a supplier, DBE goal credit may be given for the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. However, no credit will be given for any portion of the cost of the materials and supplies themselves toward DBE goals.

Rebar Supplier Installer - If a DBE is going to be used only as a supplier, as specified in 49 CFR Part 26.55(e)(2)(ii)(A) and (B), of rebar, the prime contractor will receive credit for 60 percent of the cost of the rebar. The DBE must be responsible for negotiating price, determining quantities, ordering, and paying for the rebar with the DBE's own funds. No two-party checks will be allowed to pay for the rebar.

If a DBE is going to be used only to install rebar, the prime contractor will receive credit for 100 percent of the cost of the installation. The DBE must be responsible for actually performing, managing, and supervising the work.

If a DBE is going to be used to both supply and install rebar, the prime contractor will receive 100 percent credit for both the cost of the rebar and the cost of the installation. However, the DBE must be responsible for negotiating price, determining quantities, ordering, and paying for the rebar with the DBE's own funds; and for actually performing, managing, and supervising the installation of the rebar. No two-party checks will be allowed to pay for the rebar.

The above-cited provisions will be closely monitored by NDOR for compliance. If the provisions are violated in any manner, the Department will impose penalties as prescribed in the contract provision, "USE OF DISADVANTAGED BUSINESS ENTERPRISES," paragraph VIII. C. 1., a. thru i.

Hauler - The DBE firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. There cannot be a contrived arrangement for the purpose of meeting DBE goals.

The DBE firm must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

The DBE firm receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

The DBE firm may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE firm receives credit for the total value of the transportation services the lessee DBE firm provides on the contract.

The DBE firm may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example: DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by DBE Firm X and DBE Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by non-DBE Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that Firm X receives as a result of its lease with Firm Z.

For the purposes of the above paragraphs, a lease must indicate that the DBE firm has exclusive use of, and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE firm, so long as the lease gives the DBE firm absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE firm.

If a DBE firm performs in the manner outlined above, it will be performing a commercially useful function.

Pass-throughs and/or brokering will not be tolerated. A pass-through/brokering situation is one in which a DBE firm contracts to haul materials for a project, then hires another hauler to actually perform on the contract.

CERTIFICATION
(A-9-0307))

Certain DBE's may be certified in multiple classifications as manufacturers, suppliers, and haulers. The certification will be limited by the products being manufactured, supplied, or hauled.

For example, a manufacturer of certain steel products or aggregates, may also be a supplier of products they store or deliver, but do not manufacture.

A supplier of bulk products, such as aggregates or fuel, may also be certified as a hauler.

DBE GOAL CREDIT TABLE

DBE Manufacturer & DBE Hauler	**100% Credit for Materials & 100% Credit for Hauling**
DBE Manufacturer & Non-DBE Hauler	**100% Credit for Materials & No Credit for Hauling**
Non-DBE Manufacturer & DBE Hauler	**No Credit for Materials & 100% Credit for Hauling**
DBE Supplier & DBE Hauler	**60% Credit for Materials & 100% Credit for Hauling**
DBE Supplier & Non-DBE Hauler	**60% Credit for Materials & No Credit for Hauling**
Non-DBE Manufacturer & DBE Hauler	**No Credit for Materials & 100% Credit for Hauling**

PORTLAND CEMENT CONCRETE
(J-15-0707)

Paragraph 1. of Subsection 1002.02 in the Standard Specifications is amended to include the following:

b. Concrete mixes will be in accordance of Table 1002.02.

Paragraph 3. of Subsection 1002.02 is void and superseded by the following:

3. Type 1 PF cement shall be used for all classes of concrete except for pavement repair. Pavement repair shall include Type I/II Portland cement for Class PR1 concrete and Type III Portland cement shall be used in Class PR3 concrete. Type 1 PF cement shall meet all requirements of ASTM C 595.

Tables 1002.02, 1002.02M and 1002.03 in Subsection 1002.02 are void and superseded by the following:

ENGLISH
TABLE 1002.02

Concrete Mixes (Cubic Yard Batch)

Class of Concrete (1)	Base Cement Type*	Portland Cement (Min. lb/cy)	Pre-Blended Class Fly Ash* (Min. lb/cy)	GGBFS Slag (Min. lb/cy)	Class C Fly Ash (Min. lb/cy)	Silica Fume (Min. lb/cy)	Total Cementitious Materials (Min. lb/cy)	Total Agg. (Min. lb/cy)	Total Agg. (Max. lb/cy)	Coarse Agg. (%) (3)	Type of Coarse Agg.****	Air Content (% Min.-Max.) (2)	Water/Cement Ratio Max. (4)	28-Day Required Strength (Min. psi)
47B**	1PF	423	141	0	0	0	564	2850	3150	30±3	Limestone	7.5 -10.0	0.48	3500
47B***	1PF	423	141	0	0	0	564	2850	3150	30±3	Limestone	6.0 -10.0	0.48	3500
47BD	1PF	494	164	0	0	0	658	2500	3000	30±3	Limestone	6.0 -10.0	0.42	4000
PR1	I/II	752	0	0	0	0	752	2500	2950	30±3	Limestone	6.0 -10.0	0.36	3500
PR3	III	799	0	0	0	0	799	2500	2950	30±3	Limestone	6.0 -10.0	0.45	3500
SF	I/II	564	0	0	0	25	589	2850	3200	50±3	Limestone	6.0 -10.0	0.36	3500
47BHE	1PF	564	188	0	0	0	752	2500	3000	30±3	Limestone	6.0 -10.0	0.40	3500
BX	1PF	423	141	0	0	0	564	2850	3150	0	0 (5)	6.0 -10.0	0.48	3000
47BFS**	1PF	338	113	113	0	0	564	2850	3150	30±3	Limestone	7.5 -10.0	0.48	3500
47BFS***	1PF	338	113	113	0	0	564	2850	3150	30±3	Limestone	6.0 -10.0	0.48	3500
47BDFS	1PF	396	131	131	0	0	658	2850	3000	30±3	Limestone	6.0 -10.0	0.42	3500

(1) Each class shall identify the minimum strength requirement. (For example, 47B-3500, where the last four digits indicate the strength in pounds per square inch. In the chart, strength of 3500 psi is indicated for 47B-3500; however, other strengths may be authorized elsewhere in the contract. The classes shown in the chart are typical examples.)
All classes of concrete shall be air-entrained.
A slump test shall be performed to check for consistency and/or workability. Any increase in slump must be pre-approved by the Engineer.
A water reducer admixture shall be used at the manufacturer's recommendations.

(2) As determined by ASTM C 138 or ASTM C 231.

(3) Coarse aggregate shall be limestone unless otherwise specified.

(4) The Contractor is responsible to adjust the water/cement ratio so that the concrete supplied achieves the required compressive strength without exceeding the maximum water/cement ratio. The minimum water/cement ratio for any slip form concrete pavement is 0.38.

(5) Single aggregate (sand-gravel) used for these classes of concrete.

(6) 47BFS is an acceptable substitute for 47B and 47BDFS is an acceptable substitute for 47BD.

(*) Mixes with Type 1PF and Class F fly ash designation are pre-blended or interground with Class F fly ash by the cement mill producer at a rate of 25%±2%, no additional Class F fly ash is added at the batch plant.

(**) For slip form applications.

(***) For hand-pours and substructures applications.

(****) Quartzite aggregate can be used in place of limestone providing the aggregate meets Paragraph 3.b. of Subsection 1033.02.

METRIC
TABLE 1002.02

Concrete Mixes (Cubic Meter Batch)

Class of Concrete (1)	Base Cement Type*	Portland Cement (Min. kg/m³)	Pre-Blended Class F Fly Ash* (Min. kg/m³)	GGBFS Slag (Min. kg/m³)	Class C Fly Ash (Min. kg/m³)	Silica Fume (Min. kg/m³)	Total Cementitious Materials (Min. kg/m³)	Total Agg. (Min. kg/m³)	Total Agg. (Max. kg/m³))	Coarse Agg. (%) (3)	Type of Coarse Agg.****	Air Content (% Min.-Max.) (2)	Water/Cement Ratio Max. (4)	28-Day Required Strength (Min. Mpa)
47B**	1PF	251	84	0	0	0	335	1691	1869	30±3	Limestone	7.5 -10.0	0.48	25
47B***	1PF	251	84	0	0	0	335	1691	1869	30±3	Limestone	6.0 -10.0	0.48	25
47BD	1PF	293	97	0	0	0	390	1483	1780	30±3	Limestone	6.0 -10.0	0.42	30
PR1	I/II	446	0	0	0	0	446	1483	1750	30±3	Limestone	6.0 -10.0	0.36	25
PR3	III	474	0	0	0	0	474	1483	1750	30±3	Limestone	6.0 -10.0	0.45	25
SF	I/II	335	0	0	0	15	349	1483	1899	50±3	Limestone	6.0 -10.0	0.36	25
47BHE	1PF	335	112	0	0	0	446	1483	1780	30±3	Limestone	6.0 -10.0	0.40	25
BX	1PF	251	84	0	0	0	335	1691	1869	0	0 (5)	6.0 -10.0	0.48	20
47BFS**	1PF	201	67	67	0	0	335	1691	1869	30±3	Limestone	7.5 -10.0	0.48	25
47BFS***	1PF	201	67	67	0	0	335	1691	1869	30±3	Limestone	6.0 -10.0	0.48	25
47BDFS	1PF	234	78	78	0	0	390	1483	1780	30±3	Limestone	6.0 -10.0	0.42	30

(1) Each class shall identify the minimum strength requirement. (For example, 47B-25, where the last two digits indicate the strength in MPa. In the chart, strength of 25 MPa is indicated for 47B-25; however, other strengths may be authorized elsewhere in the contract. The classes shown in the chart are typical examples.)
All classes of concrete shall be air-entrained.
A slump test shall be performed to check for consistency and/or workability. Any increase in slump must be pre-approved by the Engineer.
A water reducer admixture shall be used at the manufacturer's recommendations.

(2) As determined by ASTM C 138 or ASTM C 231.

(3) Coarse aggregate shall be limestone unless otherwise specified.

(4) The Contractor is responsible to adjust the water/cement ratio so that the concrete supplied achieves the required compressive strength without exceeding the maximum water/cement ratio. The minimum water/cement ratio for any slip form concrete pavement is 0.38.

(5) Single aggregate (sand-gravel) used for these classes of concrete.

(6) 47BFS is an acceptable substitute for 47B and 47BDFS is an acceptable substitute for 47BD.

(*) Mixes with Type 1PF and Class F fly ash designation are pre-blended or interground with Class F fly ash by the cement mill producer at a rate of 25%±2%, no additional Class F fly ash is added at the batch plant.

(**) For slip form applications.

(***) For hand-pours and substructures applications.

(****) Quartzite aggregate can be used in place of limestone providing the aggregate meets Paragraph 3.b. of Subsection 1033.02.

Table 1002.03	
Table of Acceptable Concrete Class	
Class	Acceptable Class for
BX	47B, 47BD, or 47B-HE
47B	47BD, or 47B-HE

Paragraph 5, 6, 7, 8, 9, and 10 of Subsection 1002.02 are void and superseded by the following:

5. Class PR1 and PR3 Concrete:

a. The calcium chloride for use in PR concrete shall be either:

(1) A commercially prepared solution with a concentration of approximately 32 percent by weight.

(2) A Contractor prepared solution made by dissolving 4.5 pounds (0.54 Kg) of Grade 2 or 6.2 pounds (0.74 Kg) of Grade 1 calcium chloride per gallon (liter) of water to provide a solution of approximately 32 percent by weight.

b. The 7.4 pounds (10.89 Kg) of water in each gallon (liter) of solution shall be considered part of the total water per batch of concrete.

c. The calcium chloride solution shall be added, just prior to placement, at a rate of 0.375 gallons/100 pounds of cement (1.4 lb. calcium chloride per 100 lb. cement) [3.13 L/100 Kg of cement (1.4 Kg calcium chloride per 100 Kg cement)].

d. Class A, Flaked or Pellet Calcium Chloride shall be added at a rate not to exceed 2.0 percent of the weight of the cement for Grade 1, or 1.6 percent of the weight of the cement for Grade 2.

e. For PR3 Concrete, an approved set retarding admixture may be used.

f. Where mixing trucks are used:

(1) For Class PR3 concrete, calcium chloride shall be thoroughly mixed into the concrete before placement. The minimum mixing time is 2 minutes.

(2) For Class PR1 concrete, calcium chloride shall be added first and then the concrete mixed at least 2 minutes or as required by manufacture. Next, the Type F high range water-reducer admixture is added and the concrete is mixed an additional 5 minutes.

g. Where continuous batching equipment is employed, such as a concrete mobile mixer, the calcium chloride solution and Type F high range water-reducer admixture shall be incorporated in the concrete through a flow meter.

6. Class High Early (HE) Concrete

   a. High Early (HE) strength concrete shall be cured as prescribed in Subsection 603.03, Paragraph 7. The contractor shall take necessary curing measures so the required strength is achieved.

   b. High early concrete shall achieve a compressive strength of 3,500 psi (25 MPa) at 48 hours after placement.

   c. The 48-hour compressive strengths shall be used to determine pay factor deductions for high early concrete in accordance with Table 603.03.

7. The yield of the concrete proportions shall be determined and adjusted by the Producer or Engineer.

Paragraph 4. of Subsection 1002.03 is void and superseded by the following:

4. a. Mix times shall meet the requirements of ASTM C 94. Mixing time tests shall be repeated whenever the concrete appearance indicates that mixing was inadequate.

   b. Batch plants that are transporting the concrete in non-agitating trucks, the mixing time will not be less than 60 seconds, and for agitating trucks, the mixing time will not be less than 45 seconds.

   c. The Certification of stationary and portable ready mix plants will conform to the tests that are required in the NDR Materials Sampling Guide.

Paragraph 1. b. of Subsection 1002.04 is void.

Paragraph 6 of Subsection 1002.04 is void and superseded by the following:

6. Compressive strength tests shall be made in accordance with ASTM C39. Compressive strength cylinders shall be cured in accordance with ASTM C31 paragraph 10. The compressive strength requirements shall be as specified. In general, 7-day compressive strength should be 70 percent of the 28-day compressive strength.

PORTLAND CEMENT
(J-15-0307)

Section 1004 in the Standard Specifications is void and superseded by the following:

1004.01 – Description

1. Portland cement is the binder in concrete, locking the aggregate into a solid structure. It is manufactured from lime, silica, and alumina (with a small amount of plaster of gypsum).

2. Equivalent alkali referred to herein is hereby defined as the sum of the sodium oxide (Na20) and the potassium oxide (K20) calculated as sodium oxide (equivalent alkali as Na20 = Na20 + 0.658 K20).

1004.02 – Material Characteristics

1. Type I, Type II and Type III Portland cement shall conform to the requirements in ASTM C 150 with the following additional requirements:

   a. Portland cement shall not contain more than 0.60 percent equivalent alkali.

   b. Processing additions may be used in the manufacture of the cement, provided such materials have been shown to meet the requirements of ASTM C 465 and the total amount does not exceed 1 percent of the weight of Portland cement clinker.

2. Type 1PF shall be a Type IP made exclusively with Class "F" fly ash as the pozzolan. Type IP cement shall conform to the requirements as prescribed in ASTM C 595 and the following requirements:

   a. The pozzolan content shall be 25±2 percent of the cementitious materials by weight.

   b. The pozzolan shall be Class F fly ash.

   c. Additional fly ash substitution shall not be allowed with Type IP cement containing Class F fly ash.

   d. A water-reducing admixture shall be used in all classes of concrete.

   e. Mortar bars made and tested according to the provisions of ASTM 1567 shall have an expansion of no more than 0.10 percent after 28 days. The mortar bars shall be composed of Type 1PF cement, limestone, and sand and gravel in the proportions used for 47B concrete. The limestone shall be from a Weeping Water, NE, source and the sand/gravel shall be from an eastern Platte River Valley source.

   f. 47B and 47BD concrete made with Type 1PF shall have a Durability Factor not less than 70 and a mass loss not greater than five percent after 300 freeze/thaw cycles when tested in accordance with ASTM C 666. The freeze/thaw testing shall be conducted according to Procedure A.

1004.03 – Procedures

1. The Contractor shall provide adequate protection for the cement against dampness. Cement shall be stored in railroad cars or in suitable moisture-proof buildings. The use of tarpaulins for the protection of the cement will not be allowed.

2. No cement which has become caked or lumpy shall be used.

3. Cement which has been spilled shall not be used.

4. Accepted cement which has been held in storage at the concrete mix plant more than 90 days shall be retested.

1004.04 – Acceptance Requirements

1. a. Approved cements are on the NDR Approved Products List.

   b. Cements will be placed on the NDR Approved Products List based on conformance with the NDR Acceptance Policy for Portland Cements. This information is available upon request from the NDR Concrete Materials Section.

2. Portland cement chemical and physical test requirements shall conform to NDR Acceptance Policy for Portland Cements contained in the NDR's Materials Sampling Guide.

3. Cement coming directly from the manufacturer shall not be used until the temperature is 150°F (66°C) or less.

4 Cement which is placed in storage or is received on the project at temperatures of over 200°F (93°C) shall not be used until acceptable test results are obtained. Samples shall be taken when the temperature of the cement has decreased to 180°F (82°C).

5. a. Should any sample indicate noncompliance with the specifications, use of material from that source based on certification only may be withheld. It will be necessary that the cement be held in special silos or bins at the plant or some facility under control of the company furnishing the cement until such time that test results show compliance.

   b. When it can be shown that continuing production from that plant has a high assurance of meeting specifications, material acceptance may once again be based on certification only.

6. a. If tests made on field samples taken by the Department fail to meet any of the specification requirements, all shipments from the supplier will be held until tests have been completed by the NDR Materials and Research Division and approval for use is issued.

   b. This procedure will be continued until it can reasonably be assured that the cement from the supplier will again continue to meet contract requirements.

WATER FOR CONCRETE
(J-15-0307)

Section 1005 in the Standard Specifications is void and superseded by the following:

1005.01 – Description

Water shall be free from objectionable quantities of oil, acid, alkali, salt, organic matter, or other deleterious materials and shall not be used until the source of supply has been approved.

1005.02 – Material Characteristics

1. Water which contains more than 0.25 percent total solids by weight shall not be used.

2. When required by the Engineer, the quality of mixing water shall be determined by ASTM C 1603, ASTM C 114 and ASTM C 1602.

3. Upon written request by the concrete producer and approval by Materials and Research, the concrete producer may utilize up to 10% wash water for batching fresh concrete, only in mixes that contain 25% Class "F" fly ash, under the following conditions:

   a. Wash water conforms to requirements in ASTM C 94.

   b. Wash water must be clarified wash water that has been passed through a settling pond system.

   c. Wash water must be scalped off of a settling basin that has been undisturbed for a minimum of 12 hours.

   d. Wash water must be metered into each load.

   e. Wash water quantities shall be shown on the batch ticket.

CALCIUM CHLORIDE
(J-15-0307)

Section 1006 of the Standard Specifications is void and superseded by the following:

1006.01 – Description

Calcium Chloride shall be Type S (Solid) or Type L (Liquid). Calcium Chloride can be used for, but not limited to, dust control and acceleration of the set of concrete.

1006.02 – Material Characteristics

The requirements for calcium chloride shall be as shown in ASTM D 98.

1006.03 – Acceptance Requirements

Acceptance shall be based on sampling and testing in accordance with AASHTO T 143 and requirements contained in the NDR Materials Sampling Guide.

CHEMICAL ADMIXTURES
(J-15-0307)

Subsections 1007.03 and 1007.04 in the Standard Specifications are void and superseded by the following:

1007.03 – Procedures

1. a. The process for adding admixtures to a ready mix truck on the project site involves positioning the load of concrete up to the truck chute, stopping short of discharge.

   b. The admixture is then poured over the surface of the concrete and mixed for at least 5 minutes or per manufacturer's recommendations.

   c. No more than 1.3 gallons (5L) of water shall be used to rinse the admixture from the fins and top chute. This water must be shown on the proportioning report and shall not exceed the water cement ratio.

   d. The Contractor is responsible for the addition of the admixture.

2. a. If the air content is less than the minimum specified, addition of air-entraining admixtures is allowed.

   b. The Contractor shall take measures based on manufacturer's recommendations that are within compliance of NDR Specifications to bring the load of concrete into NDR prescribed limits according to Table 1002.02.

   c. If the air content is then outside the limits in Table 1002.02, the load of concrete shall be rejected.

1007.04 – Acceptance Requirements

1. Admixture approval shall be based upon annual certifications and certified test results submitted to the NDR Materials and Research Division.

2. Approved chemical admixtures are shown on the NDR Approved Products List.

3. The admixture must be essentially identical in concentration, composition, and performance to the admixture tested for certification.

4. Admixtures not identified on the NDR Approved Products List may be used under the following conditions:

   a. A certificate of compliance and certified test results must be submitted to the NDR Materials and Research Division, and'

   b. Approval for use must be given by the NDR Materials and Research Division.

FLY ASH
(J-15-0307)

Subsection 1008.02 in the Standard Specifications is void and superseded by the following:

1008.02 – Material Characteristics

1. All fly ash will be acceptance tested by the NDR Materials and Research Division. This includes production plant samples and field samples.

2. Fly ash shall conform to the requirements of Class C or Class F pozzolan as defined in ASTM C 618 except that the maximum loss on ignition for Class F pozzolan shall be 3.0 percent. Either class of fly ash shall not contain more than 1.5 percent of available alkalis as Na20.

3. Fly ash produced in furnace operations utilizing liming materials or soda ash (sodium carbonate) as an additive will not be acceptable.

SILICA FUME
(J-15-0307)

Paragraph 2 of Subsection 1009.03 in the Standard Specifications is void and superseded by the following:

2. Silica fume shall be protected from temperatures in excess of 90°F (32°C).

LIQUID MEMBRANE-FORMING COMPOUNDS FOR CURING CONCRETE
(J-15-0307)

Subsection 1012.03 in the Standard Specifications is void and superseded by the following:

1012.03 – Acceptance Requirements

1. All curing compounds to be approved must be from the current calendar year with no carry-over from the previous years.

2. Approved compounds are on the NDR Approved Products List.

3. Products not on the NDR Approved Products List shall be sampled and tested in accordance with requirements of the NDR Materials Sampling Guide.

BITUMINOUS LIQUID COMPOUNDS FOR CURING CONCRETE (J-15-0307)

Section 1013 in the Standard Specifications is void and superseded by the following:

1013.01 – Description

The compound shall consist essentially of an asphaltic base and shall be of a consistency suitable for spraying at temperatures existing at the time of construction operations. It shall form a continuous, uniform film. It shall be free of precipitated matter caused by conditions of storage or temperature. The compounds shall be relatively nontoxic.

1013.02 – Material Characteristics

a. When tested in accordance with AASHTO T 155, the loss of water shall not be more than 0.11 lb/ft2 (0.55 kg/m2) of surface area at 3 days, unless otherwise specified by the Engineer.

b. The Contractor has the option of using bituminous tack coat. The tack coat shall conform to all requirements of Section 504.

1013.03 – Acceptance Requirements

Bituminous liquid curing compounds approved for use are shown on the NDR Approved Products List. Products not on the NDR Approved Products List shall be sampled and tested in accordance with requirements of the NDR Materials Sampling Guide.

JOINT SEALING FILLER (J-15-0307)

Paragraph 1 a. i. of Subsection 1014.02 in the Standard Specifications is void and superseded by the following:

i. Material having a bond specification will be tested on concrete blocks that will be constructed by the Department's Concrete Laboratory. The concrete blocks will be constructed using 47B-3500 (47B-25) concrete meeting the requirements of Section 1002 in the Standard Specifications.

DEFORMED METAL CENTER JOINT AND METAL KEYWAY
(J-15-0307)

Paragraph 1 a. of Subsection 1027.01 in the Standard Specifications is void and superseded by the following:

a. Metal Center Joint:

Metal center joint sections shall be manufactured from sheets no less than 18 gauge [0.05 inch (1.3 mm)] thick and shall be of the size and trapezoidal shape shown in the plans. The sections shall be punched along the centerline of the narrow face of the trapezoid to admit the tie bars required by the plans and also at intervals of not greater than 2 feet (600 mm) to receive pins that are driven vertically into the subgrade to support the metal center joint.

AGGREGATES
(J-15-0307)

Table 1033.02B of Subsection 1033.02 in the Standard Specifications is void and superseded by the following:

Table 1033.02B	
Aggregate Classes and Uses	
Aggregate Class	**Concrete Description**
A	Overlay Concrete SF
B	47B, 47B-HE, 47BD, PR 1, and PR 3
C	BX

Table 1033.03B of Subsection 1033.03 in the Standard Specifications is void and superseded by the following:

Table 1033.03B	
Aggregate Classes and Uses	
Aggregate Class	**Concrete Description**
E	47B, and 47B-HE 47BD, PR 1, and PR 3
F	Overlay Concrete SF

Paragraph 8. b. (10) of Subsection 1033.02 is void and superseded by the following:

(1) The plasticity index (using dry preparation AASHTO T 87) of the crushed rock screenings passing the No. 40 (425 µm) sieve shall not exceed 4.

GROUND GRANULATED BLAST FURNACE SLAG (GGBFS)
(J-15-0607)

Description

Ground Granulated Blast Furnace Slag (GGBFS) shall meet the requirements of ASTM C 989, Grade 120.

Material Characteristics

1. All GGBFS will be acceptance tested by the NDR Materials and Research Division. This includes production plant samples and field samples.

Procedures

1. GGBFS shall be protected, stored, handled, and sampled in the same manner as specified for Portland cement in Sections 1002 and 1004 and the NDR *Materials Sampling Guide.*

2. Each shipment of GGBFS sent to the project or ready mix plant shall be accompanied with a certificate of compliance from the supplier or manufacturing plant. The certificate must include the following information:

   a. Name of the supplier or manufacture.
   b. Source of the GGBFS.
   c. Consignee and destination of the shipment.
   d. Project number to be used on, if available, and date shipped.
   e. Railroad car number or truck identification number.
   f. Weight of the shipment.
   g. Certified test number representing the material being shipped.
   h. An unrepeated order number or other identification number so that each shipment is separately identified.
   i. The NDR specifications that the product is in compliance with.

3. The following signed certification statement, or similar wording, must also be included on the form:

"This is to certify that this shipment of GGBFS meets the Specification Requirements of the Nebraska Department of Roads for GGBFS, Grade 120."

Signed_____

For_____
(Supplier)

4. Two copies of the certificate of compliance shall be sent with the shipment for the Engineer. The Engineer will retain one copy for hislher file and send the other copy to the NDR Materials and Research Division to serve as notification of receipt and identification of the GGBFS.

5. GGBFS may be used as soon as it is received; provided it is accompanied by the proper certificate of compliance and the results of previous tests indicate a satisfactory product.

Acceptance Requirements

1. a. Approved GGBFS will be on the NDR Approved Products List.

   b. GGBFS may be added to the NDR Approved Products List if it is in conformance with the NDR Acceptance Policy for GGBFS. This information is available upon request from the Department's Concrete Materials Section.

2. a. Should any sample indicate noncompliance with the specifications, use of material from that source based on certification only may be withheld. It will be necessary that the GGBFS be held in special silos or bins at the plant or some facility under control of the company furnishing the GGBFS until such time that test results show compliance.

   b. When it can be shown that continuing production from that plant has a high assurance of meeting specifications, material acceptance may once again be based on certification only.

3. a. If tests made on field samples taken by the Department fail to meet any of the specification requirements, all shipments from the supplier will be held until tests have been completed by the NDR Materials and Research Division and approval for use is issued.

   b. This procedure will be continued until it can reasonably be assured that the GGBFS from the supplier will again continue to meet contract requirements.