

INFORMATIONAL PROPOSAL

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE: April 14, 2016

CALL ORDER: 205
CONTROL NO. SEQ. NO.: 22618 000
TENTATIVE START DATE: 08/08/2016
LOCATION: PLATTE RIVER EAST MITIGATION SITE, PH 2
IN COUNTY: SAUNDERS

CONTRACT ID: 2618X
PROJECT NO.: MISC-92-6(1021)
CONTRACT TIME: 90 Working Days

BIDDER

GROUP 5L LANDSCAPING

NOTES

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

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

NOTICE TO ALL BIDDERS

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

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

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

LETTING QUESTIONS

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

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Required Provisions Supplemental to the

Standard Specifications for Highway Construction

I. Application

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

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

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

II. Equal Opportunity

1. **Selection of Labor**

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

2. **Nebraska Fair Employment Practices Act**

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

3. **Nebraska Equal Pay Act**

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

April 4, 1995

III. Employment of Labor

1. General

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

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

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

2. Payrolls

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

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

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

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

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

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

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

April 4, 1995

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

IV. Safety and Accident Prevention

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

V. Subletting or Assigning the Contract

The contractor shall perform with his own organization contract work amounting to not less than 30 percent of the total contract amount except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the total contract amount before computing the amount of work required to be performed by the contractor with his own organization.

Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions found elsewhere in the contract.

No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer or his authorized representative. Requests for permission to sublet assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The contractor shall give assurance that the minimum wage for labor as stated in his proposal shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

April 4, 1995

**SPECIAL PROVISIONS
FOR
STATE
PROJECT NO. MISC-92-6(1021)**

GENERAL CONDITIONS

Bids for the work contemplated in this proposal form will be received at the office of the Nebraska Department of Roads in Room 104 of the Central Office Building at 1500 Highway 2 at Lincoln, Nebraska, on April 14, 2016, until 1:30 P.M.

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

The 2007 Edition of the Standard Specifications for Highway Construction, including all amendments and additions thereto effective at the date of the contract, are made a part of these Special Provisions, through reference.

The Required Provisions dated April 4, 1995, are attached to and are a part of this proposal form.

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

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

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

STATUS OF UTILITIES

The following information is current as of February 12, 2016.

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

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

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

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

Any work necessary will be concurrent with construction.

STATUS OF RIGHT OF WAY

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

Unacquired Right-of-Way Tracts as follows:

Tract Number	Status of Tract	Hearing Date
None	None	None

Right-of-Way Tracts with Pay Items:

Tract Number	Pay Items
None	None

- No encroachments on the old right of way.
- Acquisition of right of way is not required for this project.

PROSECUTION AND PROGRESS (Winter Work)

Paragraph 3 of Subsection 108.02 in the Standard Specifications is amended to provide that the working day count on this project will be suspended from 11-6-2016 through 3-5-2017. The Contractor will be permitted to work on this project during this time period without charging of working days against the contract time allowance. In the event that the project is not completed during this period, the working day count will resume on 3-6-2017, in accordance with the Standard Specifications, unless otherwise directed by the Engineer.

SPECIAL PROSECUTION AND PROGRESS (Suspension of Working Days)

Upon completion of the grading operations and the post-grading survey [see **WETLAND MITIGATION (Post-Grading Survey)**], the count of working days shall be suspended until the Contractor receives either the approval or denial of the post-grading survey from NDOR. Upon receipt of the NDOR notification, the count of working days shall resume. If the receipt of this notification is late November or into December, the count of working days for the remainder of the project shall resume on March 6, 2017, or as otherwise directed by the Engineer.

The Engineer has the authority to suspend the count of working days due to high river flows and/or flooding of the project site.

WETLAND MITIGATION (Post-Grading Survey)

The construction of the wetland mitigation site will require the Contractor to conduct a post-grading land survey, submit the survey results, and obtain approval from the Department. Tree/shrub planting and/or seeding activities MAY NOT PROCEED until approval of survey results is obtained from the Department. The project horizontal and vertical coordinates shall be used for the survey based on the Nebraska State Plane Coordinate System. See plans for datum information. The survey should be conducted after the mitigation site detail/finish grading is complete. The surveyor shall show adequate break lines and random points to insure that the DTM accurately reflects the surface of the earth. Great care shall be taken in the development of break lines in the area of structures, channel features, tree/shrub planting areas, and wetland depressions. Break lines at both the top and bottom of vertical features present shall be developed. Random points are generally collected in a gridded manner with a nominal spacing of about 25 to 50 feet. This spacing can vary widely, however, the maximum spacing shall be 50 feet. The spacing and placement of random points shall be such as to insure the accuracy of the DTM. The Contractor shall provide the Department the Geopak survey folder with all output files and data collector files for post-processing. The Department will review the processed survey results against the design plans. It is anticipated that the survey results should be within 0.25 foot vertically and 2 feet horizontally of the design plans to ensure approval. A written approval or denial will be submitted to the Contractor within 45 days of submittal of land survey results. If approval is denied, areas needing corrective work will be specified. These areas must be surveyed again after corrective work and re-submitted for the Department approval process. Corrective work must gain written approval prior to seeding or planting activities. The survey and submittal process should be discussed at a pre-construction meeting with the Contractor(s) and NDOR Staff.

The post-grading land survey shall be considered as included in the Lump Sum item "Construction Staking and Surveying" shown in the Bid Proposal schedule of items. Any survey work required for corrective work shall be at no additional cost to the Department.

ENVIRONMENTAL COMMITMENT

Control No.: 22618 **Project No.:** MISC-92-6(1021)
Project Name: Platte River East Mitigation Site – Ph 2

(Responsible Party for the measure is found in parentheses)

Conservation Measure for Environmentally Sensitive Areas

All wetlands within the project area will be marked on the project plans for the Contractor as avoidance areas. (NDOR Design, NDOR Environmental)

The Contractor shall not stage, store, waste or stockpile materials and equipment in undisturbed locations, or in known/potential wetlands and/or known/potential streams that exhibit a clear “bed and Bank” channel, including the Platte River and all associated sand bars. Potential wetland areas consist of any area that is known to pond water, swampy areas or areas supporting known wetland vegetation or areas where there is a distinct difference in vegetation (at lower elevations) from the surrounding upland areas. (Contractor, NDOR District)

- Regulated Wetlands and/or Water Resources for this project have been identified and delineated in the field by NDOR. The above condition pertains to the areas within delineated wetland boundaries (Wetlands – Do Not Disturb) and/or environmentally sensitive areas (Area of Environmental Concern – Do Not Disturb) as shown in the 2-A’s aerial plan sheets and/or the erosion control plan sheets included in the plan set. If access to any of these areas is required to complete the project construction, the NDOR construction project manager shall coordinate with the Environmental Permits Unit to determine need for field verification and/or permitting requirements prior to disturbance of the area. (Contractor, District Construction)

Contact Person: Roger Yerdon, Highway Environmental Biologist, (402) 479-4419

General Conservation Conditions

Changes in Project Scope. If there is a change in the project scope, the project limits, or environmental commitments, the NDOR Environmental Section must be contacted to evaluate potential impacts prior to implementation. Environmental commitments are not subject to change without prior written approval from the NDOR Environmental Section. (District Construction, Contractor)

Threatened and Endangered Species. The Contractor shall reference the the Nebraska Game and Parks Commission website for a reference of federal and state listed species that may occur in the project vicinity prior to starting project construction. These guidance document can be found at:

- <http://outdoornebraska.gov/atriskspecies/>

If federal or state listed species are observed during construction, stop work and contact the NDOR Environmental Section to determine action required prior to resuming work (NDOR Environmental, District Construction, Contractor)

Refueling. Refueling will be conducted within the confines of the paved roadway surface or within the boundaries of an approved stockpile/staging site (Contractor)

Restricted Activities. The following project activities shall, to the extent possible, be restricted to between the beginning and ending points of the project, within the right-of-way designated on the project plans.

- Borrow sites
- Construction debris waste disposal areas
- Asphalt plants
- Haul roads
- Stockpiling areas
- Staging areas
- Material storage sites

Any project related activities that occur outside of the project limits (includes the paved surface and within 12 inches of the paved surface) must be environmentally cleared/permitted with the Nebraska Game and Parks Commission as well as any other appropriate agencies by the contractor and those clearances/permits shall be submitted to the District Construction Project Manager prior to the start of the above listed project activities. The contractor shall submit a NDOR Plant Site/Stockpile Site Request Identification and Evaluation Form (DR Form 56) and/or a Borrow Site/Waste Site Request Identification and Evaluation Form (DR Form 119) as appropriate, and include information such as an aerial photo showing the proposed activity site, a plan-sheet or drawing showing the location and dimensions of the activity site, ground photos showing the existing conditions at the proposed activity site, etc. The contractor must receive notice of acceptance from NDOR, prior to starting the above listed project activities. These project activities cannot adversely affect state and/or federally listed species or designated critical habitat. Fill cannot be placed in Wetland, Stream or other Waters of the U.S without authorization. (NDOR Environmental, District Construction, Contractor)

Waste/Debris. Construction waste/debris will be disposed of in areas or a manner which will not adversely affect state and/or federally listed species and/or designated critical habitat. (Contractor)

Interior Least Tern/Piping Plover

ILT-1, PP-1 For construction activities that begin prior to April 15 and continue beyond April 15, surveys will be conducted starting April 8 and continue through the end of construction or August 15, whichever comes first. NDOR Environmental, NDOR trained personnel, or a qualified biologist, will conduct surveys according to protocol at the wetland bank site and on Platte River sandbars visible from the wetland bank site. If species are present, the District will notify the Contractor to stop work within ¼ mile of nesting activities and follow the protocol to determine when work can resume. (NDOR Environmental, District, Contractor)

ILT-2, PP-2 When initiating construction activities between April 15 and August 15, surveys will start one week prior to construction activities and will continue through the end of construction or August 15th, whichever comes first. NDOR trained personnel, or a qualified biologist, will conduct surveys according to protocol at the wetland bank site and on Platte River sandbars visible from the wetland bank site. If species are present, the District will notify the Contractor to stop work within ¼ mile of nesting activities and follow the protocol to determine when work can resume. (NDOR Environmental, District, Contractor)

R-4 For the **interior least tern** and **piping plover**, nighttime work with lights from April 15 – August 15 is not authorized. If nighttime work is required, the Contractor will notify the District and the District will request approval from NDOR Environmental Section at least 10 working days prior to construction so consultation with the USFWS, NGPC, and FHWA can be initiated. Surveys may be required to determine if nesting birds are present within ½ mile of the nighttime activity. Approval from these agencies is required. (NDOR Environmental, District Construction, Contractor)

Lake Sturgeon, Pallid Sturgeon, Sturgeon Chub

LS-2, PS-2, SC-2 Any detention basin outlets will be designed such that it is stabilized to prevent streambank erosion and will not otherwise impact stream channel/bank. (Design, Contractor)

LS-7, PS-7, SC-6 Any upland soil disturbances will be designed to avoid or minimize sedimentation. (Design, Contractor)

River Otter

RO-1 A qualified biologist will survey according to protocol no more than 10 days prior to construction. If no active den sites are found, then the project can proceed. If active den sites are found, NDOR Environmental Section will notify the District and will consult with the USFWS, NGPC, and FHWA. If species are present, the District will notify the Contractor to stop work within 1/2 mile of the active den until NDOR Environmental completes consultation. (NDOR Environmental, District Construction, Contractor)

Bald and Golden Eagle Protection Act

- Suitable bald eagle nesting habitat exists within 0.5 miles of the Environmental Study Area. If construction will begin between February 1 and April 15, a nest survey must be completed at least 1 but not more than 14 days prior to construction. If construction will begin between April 15 and October 1, a nest survey completed in March is sufficient, as nests will likely already be constructed if nesting will occur that year. However, a nest survey may be completed anytime during this timeframe, as long as it is completed prior to construction. If bald eagles are nesting in the area, consultation with NGPC and USFWS will be required.

NDOR Construction Project Managers should contact NDOR Environmental at 402-479-3546 or Melissa.marinovich@nebraska.gov at least 30 days prior to construction start to schedule River Otter and Bald Eagle surveys.

Contact Person: Melissa Marinovich, Highway Environmental Biologist, (402) 479-3546

Encountering Unexpected Waste

If contaminated soils and/or water or hazardous materials are encountered, then all work within the immediate area of the discovered hazardous material shall stop until NDOR/FHWA is notified and a plan to dispose of the Hazardous Materials has been developed. Then NDEQ shall be consulted and a remediation plan shall be developed for this project. The potential exists to have contaminants present resulting from minor spillage during fueling and service associated with construction equipment. Should contamination be found on the project during construction, the NDEQ shall be contacted for consultation and appropriate actions to be taken. The Contractor is required by NDOR's Standard Specification section 107 (legal relations and responsibilities to the public) to handle and dispose of contaminated material in accordance with applicable laws. (Contractor)

Contact Person: Caitlin Fitzpatrick, Highway Environmental Biologist, (402) 479-4890

Interior Least Tern & Piping Plover Fact Sheet

Piping plovers (*Charadrius melodus*) and Interior Least Terns (*Sterna antillarum*) are small water birds that nest on a sandy-gravelly substrate. Their natural nesting habitat in Nebraska is high, dry, barren mid-stream sandbars within rivers. Terns and plovers also nest on artificial substrate, mainly sand spoils produced as a byproduct of sand and gravel mining.

Piping Plover (*Charadrius melodus*)

Order: *Charadriiformes*

Family: *Charadriidae*

Status: State and Federally Threatened



Foraging Piping Plover



Piping Plover on Nest



Piping Plover Fledgling

The Piping Plover was listed in the Federal Register on December 11, 1985, as Endangered. It has since been de-listed to Threatened in Nebraska (Information from U.S. Fish and Wildlife Service)

Description: L 7 1/4" (18 cm). Sexes similar. Very pale above, white below. In breeding plumage has single complete black breast band. Sometimes the breast band can be incomplete, especially in females and juveniles. White forehead and small black cap. Legs are orange. Bill is yellow with black tip.

Habitat: Sparsely vegetated shorelines of shallow water bodies. Prefer shorelines with bare sand, and sandy or pebbly mud. Plovers generally nest on unvegetated or sparsely vegetated sandbars in river channels.

Status/Range: Occasional to rare spring and fall migrant and rare local summer resident. Have recent breeding records for Platte, Niobrara, Loup, and Middle Loup Rivers and at Lake McConaughy and recently at Lake Minatare. **Call:** Clear piping "peep-lo." **Comments:** Surveys in 1996 indicate that nearly 300 pairs of Piping Plovers bred in the state. (Information provided from Nebraska Game and Parks Commission website)

Courtship Behaviors: Males perform courtship flights over breeding territory, with slow wing beats and piping call note. On the ground, male approaches female, stands upright with neck stretched, and rapidly stamps feet with odd high-stepping gait.

Nest/Nesting Behavior: Nest site is on open ground some distances from the water, often with large rock or clump of grass nearby, but no direct shelter or shade. May nest very close to tern breeding colonies. Nest is a shallow scrape in the sand, sometimes lined with shells and pebbles. May make several scrapes before actual nesting. Piping plovers lay 4 eggs that take about 25-30 days to hatch. Soon after hatching the chicks leave the nest and are able to feed themselves (worms, flies, and other invertebrates along the shoreline). **Chicks are very mobile within about 3-5 days.** In approximately another 20-25 days, they are able to fly and may feed at the site for another week or two. (Information from Renae Held, UNL Tern & Plover Conservation Partnership Program Coordinator and Troy Peterson Field Guides).

Similar Species: Killdeer, Semipalmated plover



Killdeer is 9 - 11"



Semipalmated plover

Interior Least Tern (*Sterna antillarum*)

Order: *Charadriiformes*

Family: *Laridae*

Status: State and Federally Endangered



Foraging Least Tern



Least Tern with nestling



Least Tern with nestling

The Interior Least Tern was listed in the Federal Register as Endangered on May 28, 1985 (Information from U.S. Fish and Wildlife Service)

Description: L 9" (23 cm) W 20" (51 cm). Sexes similar. Breeding adults show distinctive white forehead against black cap and nape; gray above and white below; orange-yellow bill with dark tip; orange-yellow legs. Conspicuous black wedge on outer primaries is visible in flight. Short deeply forked tail. Non-breeding birds lack black cap, instead having a dark eye stripe. Juvenile birds are mottled gray-brown above and white below. **The Interior Least Tern is the smallest of all the terns.**

Habitat: Migrants can be found on lakes, rivers, and reservoirs. Nesting is done mainly on river sand bars or islands, but sometimes also on barren shorelines, gravel beaches, or newly cleared land.

Status/Range: Uncommon spring and fall migrant in eastern part of the state. Highly local summer resident in Platte and Niobrara River valleys. Local breeder. **Call:** Sharp "kit, kit", and repetitive "dee-dee". (Information from Nebraska Game and Parks Commission website)

Courtship Behaviors: In courtship, male (carrying fish in bill) flies upward, followed by female, then both glide down. On the ground, displays include courtship feeding by male.

Nest/Nesting Behavior: Nest site is on open ground. Nest is shallow scrape, sometimes lined with pebbles, grass, and debris. Least terns lay 3 eggs that hatch in about 22-28 days. The chicks are fed small, whole fish by the adults even after they learn to fly. **In the first few weeks the chicks move very little and tend to stay near the nest. Their defense at this age is to lie down and hide, making them vulnerable to machinery and human traffic or disturbance.**

(Information from Renae Held, UNL Tern & Plover Conservation Partnership Program Coordinator and Troy Peterson Field Guides)

Similar Species: Common Tern or Forster's Tern



Forster's Tern is 14-15"



Common Tern is 13-16"

Interior Least Tern and Piping Plover Survey Protocol

Terns and plovers can be disturbed by sight (human figures, equipment within sight) and sound (loud equipment, banging, etc.) that are abnormal (roadway traffic is normal), therefore surveys are needed to ensure disturbance is minimized.

Dates of Survey:

- April 15 – August 15
- If no nests are observed by July 31, then no further surveys are needed.

Time of Survey:

- Prior to the start of construction, must be light enough to conduct adequate survey
- Record start and stop time.
- Survey at least 3 times a week: Monday, Wednesday, Friday

Method of Survey:

- Stand at the four corners of the bridge, look 0.25 miles up and downstream of the bridge site.
- Use binoculars or spotting scope to survey for 20 minutes overall.
- Look specifically for bird movements along sandbars in the middle of the channel
- Other important activity to note:
 - Nesting- courtship behaviors, particularly copulations, birds returning to the same place, sitting on the sand for a long period of time, or nest exchange (males and females will generally take 20 minute shifts to incubate)
 - Foraging behavior- looking for food along sandbar, probing the sand, hovering over river channel and diving into water for fish, and bringing back fish to sandbar.
- If cloudy, overcast or foggy – take additional time to ensure the best survey possible.

If no nesting birds are observed, bridge work may begin accordingly. If a possible sighting occurs, then further investigation may be needed on foot. Landowner permission must be obtained if entering private land.

If at any time, a nest and nesting behavior is observed within 0.25 miles of the site:

- Do not start work
- Stop work if nest or nesting behavior is observed at times other than the morning survey
- Contact NDOR Environmental Section, 402-479-4464 or 402-479-3546.
 - NDOR Environmental will contact USFWS and NGPC for further instructions.
- Do not resume work at the bridge or within 0.25 mile of the abutments until NDOR Environmental Section relays the "all clear" message to the Project Manager.

**River Otter Survey Protocol
Nebraska Game and Parks Commission**

Background

River otters were historically found in all major waterways of Nebraska. Unregulated trapping was the likely factor leading to the complete disappearance of otters from Nebraska in the early 1900's. From 1986 to 1991, river otters were reintroduced at seven locations: South Loup River, Calamus River, North Platte River, Platte River, Cedar River, Elkhorn River and Niobrara River (Andelt 1992). Their populations have become established and have expanded from these locations.

River otters are very adaptable. They typically live along wooded rivers and streams with sloughs and backwater areas and ponds. Ideal habitat has year-round open water with a plentiful food supply. Otters have been referred to as a "flagship species" for wetlands and aquatic habitats and are an indicator of wetlands with ample and high quality water (Foster-Turley 1996 and Polechla 2000) and often select sites with the least amount of human disturbance (Wilson 1959, Tabor and Wight 1977, Polechla 1990, Testa et al. 1994). Suitable habitat must also have a sufficient food source available. River otters are generalists. The primary component of their diet is fish but crustaceans are a major component of their diet in Nebraska. Fallen trees, logjams, rock piles, and other structures in the water make good habitat for the otter's prey species and thus good habitat for the otter. Beaver dams create deep pools and slow currents that otters frequently utilize for hunting.

River otters are a highly mobile species and require large amount of space to meet their annual requirements. They are active throughout the year and may occupy 50 or more miles of stream course annually (Andelt 1992) and will often move from one area to another. A single day movement was documented of 42 km (Melquist and Hornocker 1983) but daily movements are more likely less than 10km/day (Melquest et al. 2003). The social structure of river otters is not well defined and appears to vary across its geographic range (Gorman et al. 2006a), so local densities are highly variable as otters may be solitary or in small groups.

While on land, otters will utilize "slides" on steep muddy or snowy banks where they slide down into the water on their bellies. When traveling any distance on a slippery surface otters are known to take a running start and then slide up to six meters (twenty feet).

River otters use dens that were dug by other species such as beaver and will also utilize upland dens such as rock, brush and log piles, hollow logs, or tree root structures. They will use a variety of temporary dens and resting sites and appear to prefer sheltered sites that provide protection and seclusion (Melquist et al. 2003). A female with young pups will typically only use one natal den until the pups are sufficiently mobile and self-sufficient which may take 10 weeks. Gorman et al. 2006b found that natal dens were located in areas protected from rapid changes in water levels. Many of the dens in this study were not in the bank, but rather a distance overland and were most often located below the ground. In Nebraska, female otters enter the natal den beginning in late February through April.

Purpose

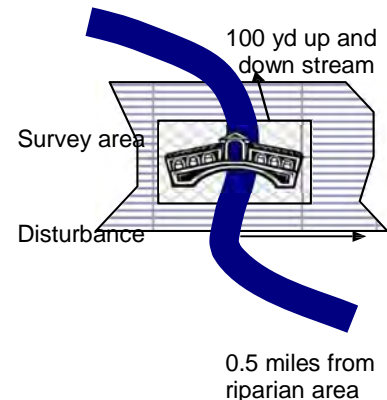
River otter surveys are designed to ensure awareness and resolution to any potential conflicts between the river otters and potentially disruptive human activities. This is a highly mobile species, and if present, is likely to leave during disturbance. However, otters are especially susceptible to disturbance when they have young pups in the natal den. Den surveys, which include presence/absence surveys, are recommended and, upon consultation with the Nebraska Game and Parks Commission, may be modified from this protocol depending on the situation. These should be considered when a disturbance will be within 0.5 miles of a river, pond, sandpit, or wetland area where river otters are known to exist or are likely to be present.

Den Surveys

River otter dens are notoriously difficult to find and identify, as they will use dens excavated by other animals as well as brush piles, log piles and uprooted tree structures. For this reason, a den survey should begin by establishing presence/absence for the designated area. If river otters are present, a more thorough search for dens is necessary. Otters are highly mobile, and therefore, presence/absence and den surveys should be done within 10 days of the initiation of the construction activities or disturbance. It may be desirable to conduct two sets of surveys, one month or a season in advance and one within 10 days of the project beginning.

Generally the survey area must include:

1. The entire area of disturbance which includes construction areas, equipment staging areas, temporary roads, etc.
2. An additional 100 yards up and down stream from the edge of the area of disturbance
3. At least 0.5 miles from the edge of the riparian/wetland area upland across the entire area of disturbance. Additional survey area may be necessary depending on the landscape context of the site. Tributaries, wetland complexes, sloughs or ponds may increase the necessary survey area.



Presence/absence can be established by identifying sign (scat, tracks, runs, rolls etc.), by finding slides or latrine sites. Otter scat will vary in size, but can generally be distinguished by fish scales. They often disintegrate into a pile of fish scales and reek of fish (Elbroch 2003). In Nebraska, scat is likely to have crayfish shells and may have bones of mammals, birds, or amphibians. Ideal latrine sites for otters in Nebraska tend to be higher areas near the edge of the water and may include sandbars, bank protrusions, rocks or logs which stick out into waterways or sites where tributaries meet a main stream or body of water. They can often be found right near the water's edge but can also be located higher up on a bank, especially if water levels change throughout the year. Often a latrine will be located near a potential den site. Since otters repeatedly use the same latrine sites, scats will usually be abundant in one site, making them easier to find. Otter tracks are 5 to 7.5 cm (2 to 3 inches) across (Elbroch 2003).

Otter slide marks can be an easy way to identify the presence or absence of river otters. They will slip down the steep banks of a body of water and also when they travel overland across snow, ice, or mud. Bridge surveys or aerial surveys after a fresh snow are especially good times to find evidence of otter activity because the snow provides a slippery surface for an otter to slide and slides imprints can be seen in fresh snow. Otters can take a few running steps and then slide up to six meters (20 feet) on the right surfaces and slopes. Winter otter slides can be an easy way to find if otters are in the area; however, presence or absence in the winter will not preclude additional surveys immediately prior to construction (within 10 days) for these highly mobile animals. In some cases, if otters are present there may be preventative measures that can be used to prevent them from using the area prior to construction.

If otters are established in the area, a thorough survey for potential den sites should be conducted. Any potential dens should be monitored to determine which species inhabits the den. Since they are highly mobile, potential dens should be re-checked 24 hours prior to initiating groundbreaking construction. If a river otter den is found in the area of the den survey, disturbance activities should not proceed or should cease and the Nebraska Game and Parks Commission should be contacted immediately.

Michelle Koch, Environmental Analyst Supervisor, 402-471-5438
Sam Wilson, Furbearer Biologist, 402-471-5174

Note: River otter research is currently underway. This protocol is only valid for 1 year. If it has expired, contact the Environmental Analyst Supervisor for any updated protocols.

References

- Andelt, R. 1992. Nebraska's Threatened and Endangered Species: River Otter. Nebraskaland, Nebraska Game and Parks Commission, Lincoln, Nebraska.
- Elbroch, M. 2003. Mammal Tracks and Sign: A guide to North American species. Stackpole Books, Mechanicsburg, PA.
- Foster-Turley, P. 1996. Making biodiversity conservation happen: The role of environment education and communication. Environmental Education and Communication Project, U.S. Agency for International Development, Washington, DC.
- Gorman, T. A., J. D. Erb, B. R. McMillan and D. J. Martin. 2006a. Space use and sociality of river otters (*Lontra Canadensis*) in Minnesota. *Journal of Mammalogy* 87 (4): 740-747.
- Gorman, T. A., J. E. Erb, B. R. McMillan, D. J. Martin and J. A. Homyack. 2006b. Site characteristics of river otter (*Lontra canadensis*) natal dens in Minnesota. *American Midland Naturalist* 156:109-117.
- Melquist, W. E. and M. G. Hornocker. 1983. Ecology of river otters in west central Idaho. *Wildlife Monographs* 83:1-60.
- Melquist, W. E., P. J. Polechla, D. Towell. 2003, River otter. Pages 708-734. *In* G. A. Feldhamer, B. C. Thompson and J. A. Chapman Eds., *Wild Mammals of North America*. John Hopkins University Press, London.
- Polechla, P. J. Jr. 1987. Status of the river otter (*Lutra canadensis*) population in Arkansas with special reference to reproductive biology. Ph.D. Dissertation, University of Arkansas, Fayetteville, Arkansas.

Poehla, P. 1990. Action plan for North American otters. Pages 74-79 in P. Foster-Turley, S. MKacdonald and C. Mason, Eds. Otters: An action plan for their conservation . Kelvyn Press, Broadview, IL.

Tabor, J. E. 1977. Population status of river otter in western Oregon. Journal of Wildlife Management 41:692-699.

Testa, J. W., D. F. Holleman, R. T. Bowyer, and J. B. Faro. 1994. Estimating populations of marine river otters in Prince William Sound, Alaska, using radio-tracer implants. Journal of Mammalogy 75:1021-1032.

Wilson, K. A. 1959. The role of mink and otter as muskrat predators in northeastern North Carolina. Journal of Wildlife Management 18: 199-207.

Bald Eagle Fact Sheet

Bald Eagles (*Haliaeetus leucocephalus*) are very large, brown raptors that utilize the mature, forested areas along the major river systems in Nebraska. Nests are typically built near rivers, lakes and reservoirs and are most often in large cottonwood trees. Nests are constructed with large sticks and can become 8 feet across and 12 feet deep. A breeding pair will often return to the same nest and add new material each year.



Adult Bald Eagle



Bald Eagle in Flight



Bald Eagle Nest

The bald eagle gained protection under the Bald and Golden Eagle Protection Act in the Federal Register on June 8, 1940. This Act prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald eagles, including their parts, nests, or eggs. The Act provides criminal penalties for persons who "take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part, nest, or egg thereof." The Act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb."

Golden Eagle (*Haliaeetus leucocephalus*)

Order: *Accipitriformes*

Family: *Accipitridae*

Status: Protected by the Bald and Golden Eagle Protection Act

Description: L 35" W 80". Sexes similar, but females are about 25% larger than males. Adults readily identified by white head and tail, large yellow bill. Feet are also yellow. Juveniles are mostly dark, with blotchy white patches. Require four or five years to reach full adult plumage.

Habitat: Wooded river corridors and larger lakes/sandpits with the presence of large cottonwoods for nesting/roosting. Solitary trees have been used for nesting, but are associated with prime fishing locations. Eagles may establish winter roosts miles from foraging areas. In Nebraska, some communal roost sites can have as many as 100 eagles.

Status/Range: Bald eagles can be found statewide in Nebraska, and are present throughout the year as they both breed and winter here. Wintering eagle numbers fluctuate, as there are often few locations that provide adequate resources for eagles during winter.

Call: Weak staccato of chirping whistles, "kleek kik ik ik ik".

Similar Species: Immature bald eagles can be mistaken for golden eagles or turkey vultures.

Bald Eagle Survey Protocol Nebraska Game and Parks Commission

Background

Bald eagles (*Haliaeetus leucocephalus*) utilize the mature, forested areas along the major river systems in Nebraska. Eagles are present throughout the year in Nebraska as they both breed and winter in Nebraska. Nest building activity may begin as early as December. Nests are typically built near rivers, lakes and reservoirs and in Nebraska are most often in large cottonwood trees, although bald eagles use other types of trees nationwide. The nests are constructed with large sticks and lined with leaves and grasses. A breeding pair will often return to the same nest and add new material each year. Nests can become 8 feet across and 12 feet deep. Nesting activities begin with egg laying which occurs as early as February. Fledging takes place when the young are approximately 10 – 11 weeks old, however the young remain near the nest and are dependent on the adults for food for at least another 6 weeks. In Nebraska, the nesting season continues through August.

The bald eagle southward migration begins as early as October and the wintering period extends from December through March. Breeding pairs may stay at their nest site year round if food is available. Eagles are often most numerous from late February through early March, when wintering numbers are supplemented by migrants that wintered further south. All migrants that breed elsewhere typically leave by late March. Wintering eagle numbers fluctuate from year to year, but birds typically concentrate in areas with large open water where food is available and form winter roosts. In Nebraska, there are often few locations that provide adequate resources for eagles during the winter. Protection of these areas is important, as relocation during the winter may impact survival. Roosts may be in deciduous or coniferous trees, but in Nebraska, most are in cottonwood trees. Eagles may establish winter roosts miles from the foraging areas (Keister et al. 1985). Winter roosting may assist with finding resources (Knight and Knight 1983) and pair bond formation. In Nebraska, some communal roost sites can have as many as 100 eagles (Nebraska Game and Parks Commission 1993).

Purpose

Eagle surveys are designed to ensure awareness and resolution to any potential conflicts between bald eagle and potentially disruptive human activities. To document the presence or absence of bald eagles and their activities, two types of surveys are recommended: nest surveys and winter roost surveys. These should be considered when a disturbance will occur within 0.5 miles of areas of suitable habitat for bald eagles.

Nest Surveys

Bald eagle nests are usually conspicuous and distinctive, but it must be stressed that nests can be well concealed and very difficult to see, particularly when trees have foliage. Nest surveys should complete a full inspection of potential trees for bald eagle nests within 0.5 miles of the project in areas considered suitable habitat. Transects should be recorded using GPS. In addition to nests, any bald eagles observed during the survey and their behavior should be noted. Potential nests should be observed from a distant location that does not disturb the eagles to confirm the presence or absence of eagles. Nest surveys are to be conducted by a qualified

January 19, 2007

biologist. Results of surveys and transect locations should be sent to the Nebraska Game and Parks Commission and US Fish and Wildlife Service.

If construction will begin between February 1 and April 15, a nest survey must be completed at least 1 but not more than 14 days prior to construction. If construction will begin between April 15 and October 1, a nest survey completed in March is sufficient, as nests will likely already be constructed if nesting will occur that year. However a nest survey may be completed anytime during this timeframe, as long as it is completed prior to construction. If bald eagles are nesting in the area, consultation with NGPC and USFWS will be required, so it is in the project proponent's best interest to complete the survey and notify the agencies as early as possible.

Winter Roost Surveys:

For the purposes of avoiding adverse impacts to wintering bald eagles, two types of roosts are defined. *Transitory roosts* are defined as 3 or more eagles, within 100 meters of each other, for at least 2 nights in an area with no previous knowledge of winter communal roosting. *Communal roosts* are defined as 6 or more eagles in a small area for extended periods of time or used for multiple years. Communal roosts in Nebraska are monitored, so typically their existence will be known and conservation measures established prior to construction.

If construction will be occurring in an area near suitable habitat (near open water with large trees present) where there is no prior knowledge of a communal roost site and construction will be occurring between October 1 and January 31 winter roost surveys are necessary. Winter roost surveys should begin at least 1 day prior to the first date of construction. Winter roost surveys should be conducted daily at dawn as the eagles are likely to leave the roost to forage within the first hour of daylight (depending on weather conditions). These surveys need only be conducted in the area of active construction, not the entire project area. Surveys may be completed by a trained individual using appropriate binoculars or spotting scope. Survey reports should be submitted weekly to the Nebraska Game and Parks Commission and US Fish and Wildlife Service. Evidence of a roost should be reported immediately.

Please note, eagles seen soaring over a construction site should be watched to observe potential nesting or roosting, but construction does not need to terminate due to soaring behavior.

References

Buehler, D.A. 2000. Bald Eagle (*Haliaeetus leucocephalus*), In The Birds of North America, No. 506 (A. Poole and F. Gill, eds.). The Birds of North America, Inc., Philadelphia, PA.

Keister, G. P., Jr., R. G. Anthony and H. R. Holbo. A model of energy consumption in bald eagles: An evaluation of night communal roosting. The Wilson Bulletin. 97(2): 148-160

Knight, S. K. and R. L. Night. 1983. Aspects of food finding by wintering bald eagles. The Auk 100: 477-484.

Nebraska Game and Parks Commission. 1993. Nebraska's threatened and endangered species: Bald eagle. Nebraska Game and Parks Commission, Lincoln, Nebraska.

January 19, 2007

Updated 12/9/2014

Bald Eagle Survey
 Recommendations Timing Diagram
 Standard Protocol prepared by NE Game and Parks
 Commission January-07

	December	January	February	March	April	May	June	July	August	September	October	November	December
Bald Eagle Activity	Nest building			Hatching and rearing young				Winter activities				nest building	
	Winter Activities		Egg laying and incubation			Fledging Young			Winter activities				winter activities
	C) Daily surveys for winter roosts		A) survey 2 weeks prior		B) One survey completed in March					C) Daily surveys for winter roosts			
Required Surveys	C) Daily surveys for winter roosts		A) survey 2 weeks prior		B) One survey completed in March					C) Daily surveys for winter roosts			

- A) Projects starting between February 1 to April 15 must have a nest survey completed 1-14 days prior to the start of construction
- B) Projects starting between April 15 to October 1 need a nest survey completed as early as March, or before project begins
- C) Projects starting between October 1 and December need daily winter roost surveys

completed NOTE: Surveys are only necessary in areas where the disturbance is near suitable

eagle habitat

Timing of eagle activity references:

Draft National Bald Eagle Management Guidelines, US Fish and Wildlife Service, 2006,
 Buehler, D.A. 2000. Bald Eagle (*Haliaeetus leucocephalus*), In The Birds of North America, No. 506 (A. Poole and F. Gill, eds.).
 The Birds of North America, Inc., Philadelphia, PA.
 Nebraska Game and Parks Commission. 1993. Nebraska's threatened and endangered species: Bald eagle. Nebraska Game and Parks Commission, Lincoln, Nebraska.

FLOODPLAIN PERMIT

RECEIVED

Nebraska Department of Roads

JAN 14 2016

Floodplain/Floodway Development Permit/Application

ENVIRONMENTAL SECTION

Permit Application No.
Date: 12/21/2015

This form is used for any man-made change to improved or unimproved transportation facility, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Nebraska Department of Roads will obtain all other necessary federal, state, or local permits (e.g., Corps of Engineers 404 Permit, Local Levee District, etc.)

1.	Name of Applicant: Nebraska Department of Roads PO Box 94759 Lincoln NE 68509-4759		
2.	Type and Use of Development: Wetland Mitigation Site	3.	Specific Location of Development: Section 36 T 15 N R 09 E

The following section is provided by NDOR for the community official's monitoring/tracking purposes:

4.	<p>Is the Development Substantial Improvement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Complete this section if the proposed development involves the improvement of a structure (i.e., walled and roofed building).</p> <p>Pre-Improvement Value of Structure: \$ _____</p> <p>Cost of Improvement: \$ _____</p>
5.	<p>Is the development in an identified floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Please see attached documentation.</p> <p>If Yes, complete the following:</p> <p>a. Elevation of the Base (100-Year) Flood <u>1120.5/1124.0</u> Ft. MSL/NGVD 29 or <u>NAVD 88</u></p> <p style="text-align: center;">Or</p> <p>Worst case impact _____ rise in the Base (100-year) Flood</p> <p>* If project includes multiple floodplain crossings, this information is summarized in attached documentation.</p> <p>b. Elevation/Floodproofing Requirement (if applicable) <u>N/A</u> Ft. MSL/NGVD 29 or NAVD 88</p> <p>c. Is the development in a designated Floodway?</p> <p><input checked="" type="checkbox"/> Yes New structures for human habitation are prohibited. For any other Floodway development, the NDOR must provide certification by a registered professional engineer that the development would result in no increase along the floodway water surface profile.</p> <p><input type="checkbox"/> No If a floodway has not been designated, the NDOR may be required to submit hydraulic data demonstrating that the proposed development will not increase flood heights more than one foot at any location.</p>

If the development is in a floodplain, the following shall apply:

If work includes a new or substantially improved nonresidential building, NDOR will provide certification by a Registered Engineer, Architect, or Land Surveyor that the building is elevated or flood proofed at least one foot above the base flood elevation.

By signing below, the local authorizing official acknowledges the above and any floodplain information submitted with this permit application.

All provisions of the SaundersCo Floodplain Management Resolution/Ordinance (Number _____) shall be complied with.
(County or City)

George Benson 1/12/16
Local Authorizing Official (Name & Title) Date

Kate Kravitz 12-21-2015
NDOR Environmental Permits Manager Date

for Tony Kinganben

Project Name: Platte River East Mitigation Site Phase II	
Project No.: 92-6(1021)	
Control No.: 22618	Structure No.: N/A

**NOTICE TO BIDDERS
(Storm Water Pollution Prevention Plan)
(A-20-0307)**

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

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

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

**SPECIAL PROSECUTION AND PROGRESS
(Migratory Birds)
(A-42-1112)**

The Department of Roads will, to the extent practicable, schedule the letting of projects such that clearing and grubbing can occur outside of the primary nesting season in Nebraska which has been determined to generally occur between April 1 and September 1. Work on structures, such as but not limited to bridges and culverts, should occur outside the primary swallow nesting season, April 15 to September 30, unless approved methods of avoiding nesting have been taken on the bridge and/or culvert structures. The nesting dates above are a guide only, nesting can occur outside of those dates. Work outside of those dates is not exempt from compliance with the Migratory Bird Treaty Act.

The Contractor shall, to the extent possible, schedule work on structures, such as but not limited to bridges and culverts, and clearing and grubbing activities to occur outside the primary nesting season in Nebraska. However, if circumstances dictate that project construction or demolition must be done when nesting migratory birds may be present, a survey of the number of active nests and species of birds shall be conducted by qualified personnel representing the Contractor, and assisted by the Project Manager (PM), NDOR Environmental Section staff, or the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) - Wildlife Services Office. If the survey finds that nests will be impacted by the proposed construction, the Contractor may be responsible for delays.

The following guidance is provided for compliance with the Migratory Bird Treaty Act for construction of NDOR projects:

1. The Contractor shall submit a plan to the NDOR regarding how he intends to accomplish bridge demolition or clearing and grubbing of the project to avoid conflict with nesting migratory birds.
2. The Contractor must submit a temporary erosion control plan tailored to fit the plan for clearing and grubbing.
3. If construction operations result in unavoidable conflict with nesting migratory bird's eggs or young, which will result in "taking" nests and their contents, the Contractor should notify the NDOR Project Manager (PM). The PM shall notify the Environmental Section of Planning and Project Development by telephone at 402-479-4766.
4. The NDOR Environmental Section will then determine if assistance in conducting the survey will be provided by the NDOR Environmental Section (if available) or from the USDA APHIS - Wildlife Services Office and arrange for assistance with the survey of nest numbers, bird species, etc. Results of the survey shall be maintained by the NDOR until project completion.
5. If the nesting survey is required, and the project was awarded prior to the nesting season, and the Contractor did not accomplish clearing/grubbing and/or work on bridge/culvert structures outside the nesting season, the Contractor will reimburse the Department of Roads for each survey required at \$1,000 per survey. If the project was awarded during the nesting season, and construction activities are such that clearing/grubbing and/or work on bridge/culvert structures must be accomplished prior to any other activity on the project, then there will be no charge assessed for the initial survey. The Contractor is responsible for removing all trees surveyed, that do not contain active nests, and for taking appropriate measures on bridge/culvert structures, within 3 days of the survey. Reimbursement for additional surveys may be charged if the Contractor fails to remove the trees within 3 days of the survey, and requires an additional survey. Survey reimbursement will be determined on a project specific basis, considering the project timeline and associated activities.
6. If an active nest is found during the survey, the Contractor should do everything possible to restructure his activities and leave the nest undisturbed until the young fledge. Fledging could occur within a week, or up to a month, after the survey depending on the species of bird and whether the nest contained eggs or young. Also depending on the species of bird and their sensitivity to disturbance, a buffer of up to 30 feet surrounding the tree with the active nest could be required.
7. If construction cannot be rescheduled to allow the birds to fledge, and it is determined as an unavoidable "take" circumstance, the Contractor shall stop all work within 30 feet of the active nest and coordinate with the Construction Project Manager to determine how to proceed. The Construction Project Manager will then coordinate with the NDOR Environmental Section and they will facilitate coordination with the US Fish and Wildlife Service and the Federal Highway Administration (for projects using Federal-aid) to determine the

appropriate way to address the active nest. No work shall occur within 30 feet of the active nest until US Fish and Wildlife Service coordination is complete and the requirements of the Migratory Bird Treaty Act are satisfied.

8. It is the Contractor's responsibility to schedule his work to accommodate the process of conducting a survey(s) and submitting the necessary documentation if avoidance is not practicable. The Contractor shall be responsible for using any legal and practical method to prevent the nesting of birds in order to prevent the need for any survey and prevent the need for additional surveys. It is understood and agreed that the Contractor has considered in the bid all of the pertinent requirements concerning migratory birds (including endangered species) and that no additional compensation, other than time extensions if warranted, will be allowed for any delays or inconvenience resulting in these requirements.

STORM WATER DISCHARGES (A-43-0408)

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

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

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

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

REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST (A-43-0307)

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

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

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

**PROPOSAL GUARANTY BID BOND
(A-43-0307)**

Paragraphs 1.a. and 1.b. of Subsection 102.15 in the *Standard Specifications* are void and superseded by the following:

- a. OPTION 1 - (Project Specific Paper Bid Bond). The Bid Bond shall be executed on an original Department Bid Bond Form, which may be obtained from the Department. The original Bid Bond shall be delivered to the Department with the bid. A reproduction or a copy of the original form will not be accepted and will cause the bid not to be opened and read.
- b. OPTION 2 - (Annual Bid Bond). The Department at its discretion may allow a bidder to place an "Annual Bid Bond" on file with the Department. This bond would cover all projects the bidder bids for a 12-month period shown in the bond. The bidder must indicate in the bid submittal to the Department that their "Annual Bid Bond" applies to the submitted bid. The original Annual Bid Bond shall be executed on the Department of Roads Bid Bond Form, which may be obtained from the Department. A reproduction or a copy of the original form will not be accepted.

**WORKER VISIBILITY
(A-43-0507)**

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

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

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

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

**VALUE ENGINEERING PROPOSALS (VEP)
(A-43-0807)**

Subsection 104.03 in the *Standard Specifications* is amended to include the following:

14. A VEP will not be accepted if the proposal is prepared by an Engineer or the Engineering Firm who designed the contract plans.

**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
(A-43-0210)**

Paragraph 4.a. of Subsection 107.01 in the *Standard Specifications* is void and superseded by the following:

4. a. Whenever the Contractor violates any governing Federal, State or Local environmental quality regulation and/or is in noncompliance with any environmental commitment, the violating activity must cease immediately until the appropriate remedy can be determined by: the Engineer, the NDOR Environmental Section, the Federal Highway Administration (for projects utilizing Federal-aid) and other agencies, as deemed appropriate. The Engineer, with assistance from the NDOR Environmental Section and the FHWA, will provide a written order confirming the appropriate corrective action to the Contractor. Work can resume to normal conditions once the Engineer determines that the violation or non-compliance has been addressed in accordance with the order for corrective action.

Subsection 107.01 in the *Standard Specifications* is amended to include the following two paragraphs:

5. Should the Contractor encounter any previously unidentified hazardous materials, the Engineer shall be promptly notified. The Contractor shall suspend operations in the area involved until such time that arrangements are made for their proper treatment or removal.
6. The Contractor shall prevent the transfer of invasive plant and animal species. The Contractor shall wash equipment at the Contractor's storage facility prior to entering the construction site. The Contractor shall inspect all construction equipment and remove all attached vegetation and animals prior to leaving the construction site.

**SPECIAL PROSECUTION AND PROGRESS
(Federal Immigration Verification System)
(A-43-1209)**

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

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

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

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

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

CONTRACT TIME ALLOWANCE (A-43-0911)

Paragraph 5. of Subsection 108.02 of the *Standard Specifications* is void and superseded by the following:

5. Each week, the Engineer shall post on the Department's website a report of working days or calendar days charged. The Contractor then has 14 days from the day the Engineer's report is posted to provide a written explanation of why he/she does not concur with the working days or calendar days as assessed.

Paragraph 6.b. of Subsection 108.02 of the *Standard Specifications* is amended to include the following:

- (4) If the time allowance for the contract has been established on a calendar day basis, the Contractor is expected to schedule the work and assign whatever resources are necessary to complete the work in the time allowance provided regardless of the weather. Accordingly, regardless of anything to the contrary contained in these *Specifications*, the Department will not consider delays caused by inclement or unseasonable weather as justification for an extension of the contract time allowance unless:
 - i. the weather phenomena alleged to have contributed to or caused the delay is of such magnitude that it results in the Governor issuing a Disaster Declaration, **and**
 - ii. the weather phenomena alleged to have contributed to or caused the delay can clearly be shown to have directly impacted the work on the critical path identified on the Contractor's schedule.

Paragraphs 10.b. and 10.c. of Subsection 108.02 of the *Standard Specifications* are void and superseded by the following:

- b. (1) If the extra work is not in the original contract, time extensions will be granted by determining the actual time necessary to accomplish the extra work.

- (2) If the extra work is the result of the addition of additional quantities of existing contract items, time extensions will be granted by either:
 - (i) determining the actual time necessary to accomplish the extra work; or
 - (ii) determining the additional time to be granted by comparing the value of the additional quantities of work to the total amount of the original contract when measurement of the actual additional time is not possible or practical.
 - (3) In either case, only the time necessary to perform the extra work of the additional quantities of existing contract items when the extra work or the additional quantities of existing contract items are deemed to be the current controlling operation will be granted as a time extension.
- c. Increases in quantities of work associated with traffic control items measured by the day will not be considered for extending the contract time allowance. Overruns of traffic control items that are measured by methods other than time may be considered for extending the contract time allowance, but they must be deemed to be a controlling operation when the overrun of quantities occurs.

PARTIAL PAYMENT (A-43-1110)

Paragraph 2. of Subsection 109.07 of the *Standard Specifications* is void and superseded by the following:

2. When the value of the work completed during a semi-monthly period exceeds \$10,000, the Contractor will receive semi-monthly progress estimates from which the Department shall make such retentions as may be allowed by the contract, provided that the nature and quality of the completed work are satisfactory and provided further that the progress of the work conforms to the requirements of Subsection 108.07.

Paragraph 3.b. of Subsection 109.07 of the *Standard Specifications* is void and superseded by the following:

- b. Under normal circumstances, the Department shall not retain any earnings on a progress estimate. However, the Department reserves the right to retain such amounts as are necessary for material deficiencies, anticipated liquidated damages, unpaid borrow, and for other reasons to protect the Department's interests.

**PARTIAL PAYMENT
(A-43-0611)**

Paragraph 4. of Subsection 109.07 of the *Standard Specifications* is void and superseded by the following:

4. a. (1) Upon presentation by the Contractor of receipted bills, billing invoices, or such other documentation sufficient to satisfy the Engineer and verify the Contractor's or subcontractor's actual costs for the materials, payments may also be allowed for acceptable nonperishable materials purchased expressly to be incorporated into the work and delivered in the vicinity of the project or stored in acceptable storage places within Nebraska.
- (2) Materials not delivered and stored in the immediate vicinity of or on the actual project site must be clearly marked to identify the project on which they are to be used, must be segregated from similar materials at the storage site, and cannot be included in a supplier's inventory of material available for sale for other purposes.
- (3) All items eligible for partial payment as stored materials must be available for verification, sampling, and measurement.
- b. The amount to be included in the payment will be determined by the Engineer, but in no case shall it exceed 100 percent of the value of the materials documented. This value may not exceed the appropriate portion of the value of the contract item or items in which such materials are to be incorporated, nor shall the quantity in any case exceed the total estimated quantity required to complete the project.
- c. Payment will not be approved when the documented value of such materials amounts to less than \$1,000.00, when the progress of the work is not in accordance with the requirements set forth in Subsection 108.07, or when the material can reasonably be expected to be incorporated into the work and eligible for payment as completed work on a progress estimate within 15 days of being placed into storage.
- d. Deductions at rates and in amounts which are equal to the payments will be made from estimates as the materials are incorporated into the work.
- e. Payment for the materials shall not in itself constitute acceptance, and any materials which do not conform to the specifications shall be rejected in accordance with Subsection 106.05.
- f. The Contractor shall be responsible for all damages and material losses until the material is incorporated into the work and the work is accepted.
- g. Partial payment will not include payment for fuels, supplies, form lumber, falsework, other materials, or temporary structures of any kind which will not become an integral part of the finished construction.
- h. No partial payments will be made on living or perishable plant materials until planted.

**BUY AMERICA
(A-43-0212)**

Subsection 106.07 in the *Standard Specifications* is void and superseded by the following:

106.07 -- Buy America

1. The Buy America rule requires that steel or iron materials be produced domestically, and only those products which are brought to the construction site and permanently incorporated into the completed project are covered. Construction materials, forms, etc., which remain in place at the Contractor's convenience, but are not required by the contract, are not covered.
2. To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.
3. All manufacturing processes to produce steel or iron materials (i.e., smelting, and any subsequent process which alters the steel or iron material's physical form or shape, or changes its chemical composition) must occur within one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States, to be considered of domestic origin. This includes processes such as casting, rolling, extruding, machining, bending, grinding, drilling, and coating. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material. The manufacturer shall include a statement on the material test report or certification that all material described above except the coating material is a domestic product.
4. Raw materials used in the steel or iron materials may be imported. All manufacturing processes to produce steel or iron materials must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel products. Waste products would include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks and the like. Also, steel trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw materials which is customary to prepare them for transporting are exempt from Buy America. The use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for steel and/or iron materials.
5. Notwithstanding this requirement, a minimum of foreign steel or iron materials will be permitted if its value is less than one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.
6. Upon completion of all work utilizing steel or iron products, the Prime Contractor shall furnish a letter to the State on company letterhead and signed by an officer of the company stating that documentation is on file certifying that all steel or iron materials brought to the construction site and permanently incorporated into the work complied in all respects with the Buy America requirements.

**BORROW, WASTE, STOCKPILE, AND PLANT SITE APPROVAL
(A-43-0512)**

Subsection 107.02 in the Standard Specifications is amended to include the following:

4. Site Approval:
 - a. When borrow is obtained from a borrow site or waste excavation is placed at sites which are not shown in the contract, or the Contractor plans to use a plant or stockpile site which is not shown in the contract, the Contractor shall be solely responsible for obtaining all necessary site approvals. The Department will provide the procedures necessary to obtain approvals from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Nebraska State Historical Society, Nebraska Game and Parks Commission, and Nebraska Department of Natural Resources on the NDOR website. The Contractor shall also be responsible for obtaining a Discharge Number from the Nebraska Department of Environmental Quality (NDEQ) that allows work under the current Construction Stormwater Permit. The Contractor shall also be responsible for obtaining any and all other permits required by local governments.
 - b. It is anticipated that it may require 60 calendar days or more for the Contractor to obtain the necessary approvals. The Contractor will not be allowed to begin work at borrow or waste sites until the necessary approvals are obtained. No extension of completion time will be granted due to any delays in securing approval of a borrow or disposal site unless a review of the time frames concludes that there were conditions beyond the Contractor's control.

Paragraph 7. of Subsection 205.02 in the Standard Specifications is void and superseded by the following:

7. Borrow and Waste Site Approval:
 - a. Borrow and waste site approvals shall be in accordance with Section 107.02.
 - b. Material shall not be removed from borrow sites until preliminary cross sections and representative soil samples have been taken by the Engineer. The Contractor shall notify the Engineer a sufficient time in advance of the opening of any borrow site so that cross sections may be taken.
 - c. Material shall be removed in a manner that will allow accurate final cross sections to be taken for determining the quantity of excavation. The surfaces of the borrow sites shall be bladed and shaped to drain as shown in the contract or as directed by the Engineer.

**SPECIAL PROSECUTION AND PROGRESS
(Subletting or Assigning of Contract)
(A-43-0414)**

Subsection 108.01 in the Standard Specifications is void and superseded by the following:

108.01 – Subletting or Assigning of Contract

1. a. (1) The Contractor will not be allowed to sublet, assign, sell, transfer, or otherwise dispose of any portion of the contract or any right, title, or interest therein; or to either legally or equitably assign any of the money payable under the contract or the claims without the prior written consent of the Engineer.
- (2) With the Engineer's consent, the Contractor may sublet up to 70 percent of the work.
- (3) Any items designated in the contract as "specialty items" may be performed by subcontract.
- (4) The cost of any subcontracted "specialty items" may be deducted from the total contract cost before computing the percentage of work required to be performed by the Contractor.
- (5) Subcontracts, or transfer of contract, will not release the Contractor of any liability under the contract and bonds.
- b. Certain items of work may be performed without a subcontract. A list of items not requiring a subcontract is available from the Engineer.
2. The performance of any work by a subcontractor before the date of authorization by the Department shall subject both the Contractor and subcontractor to the imposition of appropriate sanctions by the Department.
3. a. The Contractor's request to sublet work shall be made electronically to the NDR Construction Engineer using project management software identified by the Department. A signed subcontract agreement shall be on file in the Contractor's office when the request is made. The subcontract agreement must provide that the subcontracted work will be completed according to the terms of the contract. The required and Special Provisions contained in the proposal shall be physically included in any subcontract.
- b. **On all Federal-aid projects, a scanned copy (.pdf format) of the signed subcontract agreement shall be included with the subcontracting request. (Federal-aid projects can be identified by inclusion in the Proposal of Form FHWA-1273 (REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS)).**
- c. Scanned copies (.pdf format) of all executed subcontracts, written agreements, and/or lease agreements used to meet DBE goals shall be submitted to the NDR Construction Engineer with the subcontracting request. These copies must show labor cost, material prices, overhead and profit.

4. a. Second tier subcontracts will be allowed.
- b. If a DBE firm subcontracts work to another firm, only work subcontracted to another DBE firm can be counted toward meeting a DBE goal.
- c. All requests for second tier subcontracting shall be submitted to and approved by the Prime Contractor before they are forwarded to the NDR Construction Engineer for approval.
5. All subcontract documents relating to the contract shall be maintained during the course of the work and preserved for a period of three years thereafter. These documents shall be available for inspection by authorized representatives of State and Federal agencies. Scanned copies (.pdf format) of the signed subcontract agreements not specifically identified elsewhere in this Subsection shall be furnished to the Department upon request.
6. The Contractor may discuss a proposed subcontract with the Engineer before entering into a signed subcontract agreement, but final approval will not be granted until a formal request and proper certification has been received by the Department.
7. On projects requiring submittal of certified payrolls, all subcontractor payrolls shall be checked by the Contractor before submittal to the Engineer.
8. a. The Prime Contractor, and subcontractors when subletting work to lower tier subcontractors, shall include language which can be identified as a "Prompt Payment Clause" as a part of every subcontract for work and materials.
- b. (1) The language constituting the "Prompt Payment Clause" will require payment to all first tier subcontractors for all labor and materials --- for work completed to date --- within 20 calendar days of receipt of progress payments from the Department for said work. Similar language in a contract between a subcontractor and a lower-tier subcontractor will require payment to the lower tier subcontractor for all labor and materials --- for work completed to date --- within 10 calendar days of receipt of progress payments from the prime Contractor for said work.
- (2) The language constituting the "Prompt Payment Clause" will also stipulate the return of retainage within 30 calendar days after the satisfactory completion of the work by the subcontractor as evidenced by inclusion of the work on a progress payment.
- (3) Additionally, the language constituting the "Prompt Payment Clause" may stipulate the subcontractor's obligation to return to the Contractor or subcontractor, as the case may be, any overpayments which result from adjustments to measured and recorded quantities as part of the preparation of subsequent progress payments or the final records. Overpayments shall be returned to the Prime Contractor or subcontractor, as the case may be, within 20 calendar days of receiving notice of the adjusted quantities and the amount of the overpayment.

- c. The Prime Contractor of subcontractors, as the case may be, may withhold payment only for just cause and shall not withhold, delay, or postpone payment without first receiving written approval from the Department.
- d.
 - (1) The failure by the Prime Contractor to abide by the agreements identified in the "Prompt Payment Clause" without just cause, including the timely return of retainage, is a material breach of this contract which may result in the Department withholding the amount of payment from the prime Contractor that should have been paid to the subcontractor, termination of this contract, or other such remedy as the Department deems necessary.
 - (2) Additionally, the failure of any subcontractor to abide by the agreements identified in the "Prompt Payment Clause" without just cause, including the timely return of retainage to lower tier subcontractors, or by failing to return overpayments in a timely manner when the language permitted in Paragraph 8.b.(3) above is included in the subcontract may result in the Department withholding subcontract approval for other work until the overpayments have been returned.
- 9. a.
 - (1) For Davis Bacon (DBRA)-covered projects and Non-DBRA-covered projects, a Contractor or subcontractor may wish to use another individual owner-operator or trucking company to supplement his or her hauling fleet. (The Department will not recognize multiple individuals claiming to be collectively identified as a single "owner operator.")
 - (2) This supplemental individual or company must either become a subcontractor (first tier or lower tier, as the case may be) or be otherwise documented by the utilizing Contractor or subcontractor by entering into a lease agreement for the trucks and showing the driver (or drivers) from the supplemental company on the Prime Contractor's or subcontractor's payrolls in the manner described below.
 - (3) Payrolls will only be accepted from the Prime Contractor or approved subcontractors.
- b.
 - (1) If the decision is made to subcontract the hauling, the Prime Contractor must first notify the NDOR Construction Office to request subcontract approval. As part of the subcontract approval process --- at any tier --- the proper certificates of insurance must be provided before approval will be granted.
 - (2) Additionally, on DBRA-covered projects, the Prime Contractor must submit payrolls for all subcontractors --- at any tier.
- c.
 - (1) Owner/Operators of trucks hired by a Contractor or subcontractor to supplement his or her hauling fleet are not subject to Davis Bacon wage requirements. However, they must still be shown on a payroll prepared by the Contractor or subcontractor for whom they are working with the notation "owner/operator."
 - (2) Any other employees of the "owner/operator" must appear on the certified payroll in complete detail and must be compensated according to the wage rates established for the project.

- d. In the event a Prime Contractor or subcontractor elects to not subcontract the supplemental driver or drivers but instead chooses to “carry the workers/truckers on their payroll,” the following requirements must be met:
- (1) The Prime Contractor's or subcontractor's certified payroll must contain the names of all workers/truck drivers, and the payroll should identify their supervisors (including “owner-operators”).
 - (2) Pay checks for the workers/truckers in question must be drawn against the Prime Contractor's or subcontractor's payroll or other account.
 - (3) Owner/Operators need only be identified as such on the payroll. Additional drivers, if any, from the “owner-operator's” company must appear on a payroll in complete detail and be compensated according to the wage rates established for the project.
 - (4) The Prime Contractor or subcontractor must enter into a lease agreement for the trucks driven by such drivers, and the lease agreement must show that the compensation for the leased equipment is on a time basis and not based on the amount of work accomplished. The lease agreements must be available for inspection by NDOR personnel.
 - (5) Any supplemental truckers employed under this arrangement must still carry the minimum automobile liability coverage specified in the contract. It shall be the duty of the Prime Contractor to ensure that the supplemental truckers have such coverage in effect. Evidence of proper insurance must be presented for verification on demand.

**ELECTRONIC SHOP DRAWINGS
(A-43-0215)**

Paragraphs 5, 6, and 7 of Subsection 105.02 of the Standard Specifications are void and superseded by the following:

5. a. The Contractor shall provide electronic working drawings in a Portable Document Format (PDF). The PDFs shall be sized to print on an 11x17 inch sheet of paper and have a minimum resolution of 300 dpi. Each sheet of the shop drawings shall have a space provided for an electronic stamp that measures 2.5 inches x 3.5 inches when printed.
- b. Electronic working drawing files shall be named with the following file naming format:

Control Number_Brief Description_Date.pdf

For example: 12345_FloorDrains_05Feb2015
12345_FloorDrainCoverLetter_05Feb2015
- c. The project number, control number, and project location as it appears on the plans shall be shown on the front sheet of each Shop Drawing file. Structure numbers shall be included, if applicable.

6. No electronic working drawings shall be submitted to the Engineer unless they have been checked by the Contractor. The electronic submittal shall be accompanied by a Contractor's letter of approval in a PDF format. This letter shall also be named with the format shown in the example above. The letter of approval shall clearly indicate that the Contractor is responsible for any errors on the working drawings.
7. a. Electronic submittals shall be submitted by email to the following address:

DOR.ShopDrawings@nebraska.gov
- b. Attachments shall be limited to 25 MB of data per email. Larger files shall be separated and sent in multiple emails.
- c. Electronic working drawings will only be accepted from the Prime Contractor.
8. Any reference to hard copy shop drawings in the contract shall be considered void.

LIABILITY INSURANCE (A-55-0414)

Subsection 107.13 in the Standard Specifications is void and superseded by the following:

107.13 – Liability Insurance

Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:

1. General Liability:
Limits of at least:
 - \$ 1,000,000 per Occurrence
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Completed Operations Aggregate
 - \$ 1,000,000 Personal and Advertising Injury
- a. Contractor shall be responsible for the payment of any deductibles.
- b. Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
- c. The General Aggregate shall apply on a Per Project Basis.
- d. The State of Nebraska, Department of Roads, shall be named as an Additional Insured on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
- e. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.

- f. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
 - g. If work is being performed near a railroad track, the 50' railroad right-of-way exclusion must be deleted.
 - h. Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
 - i. Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
 - j. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.
2. Automobile Liability:
Limits of at least:
\$ 1,000,000 CSL per Accident
- a. Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
 - b. If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
 - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads, shall be added to the policy.
 - d. Automobile liability coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
3. Workers' Compensation:
Limit: Statutory coverage for the State where the project is located.
Employer's Liability limits: \$500,000 Each Accident
\$500,000 Disease – Per Person
\$500,000 Disease – Policy Limit
- a. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.
 - b. Workers' compensation coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
 - c. Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

4. Umbrella/Excess:
Limits of at least:
\$1,000,000 per Occurrence
 - a. Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
 - b. The State of Nebraska, Department of Roads, shall be an "Additional Insured."
 - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of subrogation in favor of the State of Nebraska, Department of Roads shall be provided.
5. Pollution Liability:
 - a. When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
 - c. Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."
6. Additional Requirements:
 - a. The Contractor shall provide and carry any additional insurance required by the Special Provisions.
 - b. Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
 - c.
 - (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
 - (2) Approved trucking subcontractors (at any tier) who are being utilized only for the purpose of hauling materials shall be exempt from the requirements of Paragraphs 1, 4, and 5.
 - (3)
 - (i) When a Contractor or subcontractor chooses to employ a trucker by carrying the driver on his or her payroll and entering into a lease agreement for the truck, the owner-operator of the truck shall be required to comply with the Automobile Liability provisions of Paragraph 2.
 - (ii) Furthermore, it shall be the duty of the Prime Contractor to ensure that the owner-operator of the truck has such insurance in effect. The Prime Contractor shall maintain evidence that any truckers so utilized (at any tier) are insured to the minimum limits specified and be able to furnish documentation of the same on demand.

- (iii) Failure to ensure that insurance coverage exists and failure to maintain evidence thereof shall be considered a breach of the contract.
- d. Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- e. Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Roads evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Roads as the certificate holders.
- f. For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the Department when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the Department at the address listed below by mail (return receipt requested), hand-delivery, or facsimile transmission within 2 business days of receipt by Contractor of any such notice from an insurance carrier. Notice shall be sent to:
 - Nebraska Department of Roads
 - Construction Division --- Insurance Section
 - 1500 Highway 2, P.O. Box 94759
 - Lincoln, NE 68509-4759
 - Facsimile No. 402-479-4854
- g. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- h. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- i. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

CONSTRUCTION DETAILS

FUEL COST ADJUSTMENT PAYMENT (B-1-0708)

Paragraph 16.a. of Subsection 205.05 in the Standard Specifications is amended to provide that the references to fuel cost fluctuation will be 5% instead of the 10% shown.

The fuel use factor, "F", shown in Paragraph 16.c. of Subsection 205.05 is void and superseded by the following:

F = English

The fuel use factor for diesel fuel, in gallons per cubic yard. For the items of work "Excavation", "Excavation, Borrow", and "Excavation, Established Quantity", "F" shall be equal to 0.20. For the item of work "Earthwork Measured in Embankment", "F" shall be equal to 0.27.

Metric

The fuel use factor for diesel fuel, in liters per cubic meter. For the items of work "Excavation", "Excavation, Borrow", and "Excavation, Established Quantity", "F" shall be equal to 0.99. For the item of work "Earthwork Measured in Embankment", "F" shall be equal to 1.32.

Paragraph 16.d. of Subsection 205.05 is void and superseded by the following:

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

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

$D = P - 1.05P(b)$, but not less than zero.

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

$D = P - 0.95P(b)$, but not greater than zero.

WATER (B-1-0307)

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

Payment shall be made at the established contract unit price.

**EXCAVATION AND EMBANKMENT
(B-1-0212)**

Paragraph 6. of Subsection 205.02 in the Standard Specifications is void and superseded by the following:

6. Frozen Layers:
 - a. Thin Frozen Layer. A thin soil layer that freezes during the construction of an embankment may remain provided that the layer:
 - (i) had proper density and moisture prior to freezing,
 - (ii) can be readily broke up by a single pass of a tamping (sheepsfoot) roller or track mounted excavator,
 - (iii) is thoroughly scarified into pieces having a single dimension of 3 inches or less, and a second dimension of ½ inch or less, and
 - (iv) is not within 10 inches (measured vertically) of any thin frozen layer that was previously scarified and left in place.
 - b. Thick Frozen Layer. A soil layer that freezes during the construction of an embankment, but does not meet the Thin Frozen Layer requirements:
 - (i) may remain in the embankment provided that the layer is thawed and has proper density and moisture after thawing, or
 - (ii) shall be completely removed from the embankment prior to placing any additional embankment material.

**GENERAL CLEARING AND GRUBBING
(B-2-0307)**

Paragraph 1. of Subsection 202.03 in the Standard Specifications is amended to provide that General Clearing and Grubbing shall include all tree removal.

Paragraphs 2.a., and b., of Subsection 202.03 in the Standard Specifications are void.

Paragraph 3. of Subsection 202.04 in the Standard Specifications is void and superseded by the following:

3. All tree removal is subsidiary to the pay item "General Clearing and Grubbing".

**TEMPORARY WATER POLLUTION CONTROL
(B-3-1014)**

Section 204 in the Standard Specifications is void.

**CONSTRUCTION STORMWATER MANAGEMENT CONTROL
(B-3-1014)**

A. General

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

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

**LIMITATION OF OPERATIONS
(B-3-1014)**

A. General

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

**CONSTRUCTION METHODS
(B-3-1014)**

A. General

1. The Contractor shall conduct all construction activities and install temporary erosion control measures, as necessary, to control sediment and avoid soil erosion during construction.
2. The Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.

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

**ENVIRONMENTAL COMMITMENT DOCUMENT
(B-3-1014)**

A. Environmental Commitment Document

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

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
(B-3-1014)**

A. General

1. A SWPPP is required for projects that construction activities will cause a land disturbance of one (1) acre or more. The Department will prepare the SWPPP for the areas within the Right-of-Way, temporary easements and permanent easements.
2. For projects not requiring a SWPPP, the Contractor shall comply with the requirements of Environmental Commitment Document, Paragraph 1.b. of this Special Provision, as applicable.
3. Contractor obtained work areas, located on private property, are not included in the NDOR Project SWPPP.

B. Temporary Erosion Control Plan

1. The Contractor shall prepare and submit the Temporary Erosion Control Plan prior to the start of any work. The Contractor shall not begin work until the Temporary Erosion Control Plan has been submitted to the Engineer and appropriate erosion control measures are in place. Payment for any work on the contract will be withheld if erosion control measures are not in place or properly maintained.
2. The Temporary Erosion Control Plan will be reviewed at project progress meetings. All active Contractors shall have their Inspectors present and work in cooperation to determine any necessary changes. Necessary changes will be documented on the Temporary Erosion Control Plan by the Engineer.
3. Payment for preparing the Temporary Erosion Control Plan, inspections and meeting reviews are subsidiary to items that direct payment is made.

C. Spill Prevention and Control Plan

1. All project activities shall be addressed in the Spill Prevention and Control Plan. The Contractor shall prepare and submit the plan to the Engineer and install all appropriate spill prevention and control measures prior to the start of any work.
2. The Spill Prevention and Control Plan shall clearly state measures to prevent, contain, document and clean up a spill. It shall state measures for disposal of the contaminated material, disposal documentation and incident review to train personnel to prevent spills from reoccurring.
3. Spill Prevention and Control Plans are applicable to construction sites where hazardous materials are stored, used and/or generated onsite. Hazardous materials include, but not limited to: hazardous wastes, pesticides, paints, cleaners, petroleum products, fertilizers, solvents and porta-potty wastes.
4. Direct payment will not be made for the Spill Prevention and Control Plan.

D. Migratory Bird Treaty Act Compliance Plan

1. The Contractor shall not begin work until a Migratory Bird Treaty Act Compliance Plan has been submitted to the Engineer and appropriate nesting migratory bird avoidance measures are in place.
2. a. The Contractor shall clearly state the necessary measures they intend to use to avoid a “Take” of nesting migratory birds in the Migratory Bird Treaty Act Compliance Plan. Measures may include but are not limited to:
 - i. Clearing and grubbing prior to April 1st or after September 1st
 - ii. Tree removal prior to April 1st or after September 1st
 - iii. Clearing empty nests on structures prior to April 1st
 - iv. Maintaining clear structures until commencement and throughout the duration of work on structures
 - v. Netting structures to prevent nesting
 - vi. Commitment to perform surveys according to protocol
 - vii. Hire a biologist to survey areas to be disturbed prior to commencement of work during the nesting season
 - viii. Submittal of required bird survey reports
 - ix. Training of Contractor Personnel to insure compliance
3. a. The Migratory Bird Treaty Act Compliance Plan is applicable to the entire project site to avoid the “Take” of migratory birds protected under the Migratory Bird Treaty Act.
b. “Take” is defined as: pursuit, hunt, shoot, wound, kill, trap, capture, collect, or attempt to pursue, hunt, shoot, wound, kill, trap, capture, or collect.
4. The Migratory Bird Treaty Act Compliance Plan shall adhere to the NDOR’s Avian Protection Plan located at:
<http://www.transportation.nebraska.gov/environment/guides/avian-protection-plan.pdf>

Direct payment will not be made for the Migratory Bird Treaty Act Compliance Plan.

E. SWPPP Inspection

1. The Contractor shall accompany the Engineer on inspections in accordance with the NPDES Construction Storm Water General Permit.
2. The SWPPP will be maintained and updated by the Engineer as work progresses and site conditions change to accurately describe the BMPs that are currently in place.
3. The Contractor’s participation in SWPPP inspections, maintenance and updates shall begin on the first day construction activities cause land disturbance and end on the date of project completion as evidenced as the completion date in the District Engineer’s Letter of Tentative Acceptance.

4. a. The Contractor's Inspector shall be responsible for ensuring that all BMPs are installed in accordance with the contract or the manufacturers' recommendations. The Contractor's Inspector shall be capable of reading and interpreting these documents.
- b. The Contractor's Inspector shall be familiar with product and structural BMPs. The Contractor's Inspector shall inspect, assess, and supervise the maintenance of erosion and sediment control BMPs to ensure compliance with the NPDES Construction Storm Water General Permit while preserving BMP functionality.
5. Payment for project inspection is subsidiary to items that direct payment is made.

ENVIRONMENTAL COMMITMENT ENFORCEMENT (B-3-1215)

A. General

1. This specification establishes payment and disincentive assessment for the Contractor's performance in complying with Contract Environmental Commitments.
2. Deficiencies are described but not limited to:
 - a. Failure to install pollution prevention control BMPs as work progresses or as described in the SWPPP.
 - b. Failure to maintain existing pollution prevention control BMPs.
 - c. Failure to remove non-functioning pollution prevention control BMPs.
 - d. Failure to comply with USACE Section 404 Permit requirements.
 - e. Failure to comply with NPDES Construction Storm Water General Permit requirements.
 - f. Failure to comply with all applicable statutes relating to pollution of the waters of the state.
 - g. Exceeding the maximum exposed surface area for excavation of 18 Acres without written request for permission and written approval.
 - h. Failure to comply with wildlife species specific conservation conditions.
 - i. Failure to comply with the Contract.
 - j. Failure to comply with the Engineers directives.

B. SWPPP Deficiency Notification

1. The Engineer will document and direct the Contractor to correct deficiencies.
2.
 - a. The Contractor shall commence correcting deficiencies, provide adequate equipment and personnel, and diligently pursue correcting deficiencies without cessation until all deficiencies have been corrected.
 - b. The count of Working Days and/or Calendar Days will continue during the time period that corrective work is being performed.
 - c. Delays to the project as a result of the Contractor conducting corrective actions for the Contract Environmental Commitments will not constitute a valid reason for an extension of the contract time allowance.
3. Deficiencies shall be corrected within seven (7) calendar days of notification or within an approved extension. When deficiencies are not corrected within seven (7) calendar days or within an approved extension, the Engineer will make a disincentive assessment to the contract as stated herein.
4.
 - a. If soil, weather, or other conditions prevent the Contractor from completing the corrective actions within seven (7) calendar days, the Contractor shall notify the Engineer in writing. The Contractor's letter shall state the reasons preventing corrective action within the time allowed. The Contractor shall propose a written Corrective Action Plan within 48 hours. Corrective work shall continue while the Corrective Action Plan is developed. The Contractor's Corrective Action Plan must contain a course of action and a time frame for completion. If the reasons and the Corrective Action Plan are acceptable, the Engineer may extend the time in which to complete the corrective work.
 - b. The Contractor will be allowed to proceed with the plan as proposed without incurring a disincentive assessment. If all corrective work is completed within the time allowance shown in the Notification or within an approved extension, a disincentive assessment will not be imposed upon the Contractor.
 - c. Storm events or soil and weather conditions occurring on other projects, which interfere with a Contractor completing corrective actions on the project within seven (7) calendar days, will not be justification for a time extension to complete the corrective work.
5. If all corrective work identified in the Notification has not been completed at the end of the seventh (7th) calendar day after the Initial Notice Date or within an approved extension, a Shut-Down Notice will be issued on the eighth (8th) calendar day after the Initial Notice Date or on the calendar day following the last day of an approved extension.
6. All operations shall cease as of the date and time cited in the Shut-Down Notice. The Contractor shall work, exclusively, on the deficiencies until all have been corrected or as directed by the Engineer. Upon issuance of the Shut-Down Notice, a disincentive of \$500.00 per deficiency per calendar day will be assessed thru the day the corrective work is completed, inclusive.

7. The Engineer may require the Contractor to provide a written Procedures Plan that describes the process to prevent reoccurrence of deficiencies. The written Procedures Plan shall be provided within two (2) calendar days of the request. Failure to correct all deficiencies and provide a Procedures Plan may result in payments being withheld until such time that procedures are outlined.
 - a. Payment for preparing a written Procedures Plan is subsidiary to items that direct payment is made.

C. Storm Event Restoration – Incentive and Disincentive

1. The Department will pay “Storm Event Restoration - Incentive” when the Contractor completes the restoration work to eliminate the pollution prevention control deficiencies within seven (7) calendar days of Notification or within an approved extension. Multiple deficiencies may be included in one notification. If the restoration work has not been completed within seven (7) calendar days after the Initial Notice or within an approved extension, payment for the item of “Storm Event Restoration - Incentive” will not be made.
2. A storm event is defined as a storm exceeding 0.50 inch of rain in a 24 hour period.
3. The Department will notify the Contractor of pollution prevention control deficiencies.
4.
 - a. Payment for the item of “Storm Event Restoration - Incentive” may not be made when the Contractor is notified to correct pollution prevention devices not installed in accordance with the contract or the manufacturer’s recommended installation instructions.
5. If the restoration work is not completed within seven (7) calendar days or within an approved extension, a disincentive assessment of \$500.00 per deficiency per calendar day will be assessed. The disincentive assessment will begin on the eighth (8th) calendar day after the issuance of the Initial Notice Date or on the calendar day following the last day of an approved extension(s) and continue through the day that the restoration work is completed, inclusive.

D. Method of Measurement

1.
 - a. “Storm Event Restoration – Incentive” will be measured by the each upon completion of restoration of all deficiencies included in a notification within the allowed time and only one payment per notification is allowed when multiple deficiencies are included on the notification.
 - b. If deficiencies from multiple notifications are restored during the same restoration operation, only one (1) incentive is eligible for payment.
 - c. If multiple notifications are the result of successive storm events and deficiencies are transferred to ensuing notifications, incentive payment is only eligible for the latest notification.

2. "Storm Event Restoration – Disincentive" will be measured by the calendar day in accordance with Paragraph C.5. above.

E. Basis of Payment

- | | | | |
|---|--|-----------------|----------------------|
| <ol style="list-style-type: none"> 1. Pay Item
Storm Event Restoration – Incentive
Storm Event Restoration – Disincentive | <table border="0"> <tr> <td style="vertical-align: top;">Pay Unit</td> </tr> <tr> <td>Each
Calendar Day</td> </tr> </table> | Pay Unit | Each
Calendar Day |
| Pay Unit | | | |
| Each
Calendar Day | | | |
2. All equipment, materials, etc. used in the restoration work will be paid for in accordance with Division 800 of the Standard Specifications.
 3. Payment is full compensation for all other incidentals required to complete the restoration work included in the notification within the allowed time.

F. Environmental Commitments – Contractor Compliance

1. To provide payment for all plans, inspections, surveys, reports, travel, qualified inspection person's, carrion removal, and any other subsidiary activities for the work of implementing threatened and endangered species commitments, temporary erosion control or any other environmental commitments prescribed in the contract.
2. Multiple visits to the project may be required to comply with environmental commitments prescribed in the contract.

G. Method of Measurement

1. No measurement is required.

H. Basis of Payment

- | | | | |
|--|---|-----------------|----------|
| <ol style="list-style-type: none"> 1. Pay Item
Environmental Commitments – Contractor Compliance | <table border="0"> <tr> <td style="vertical-align: top;">Pay Unit</td> </tr> <tr> <td>Lump Sum</td> </tr> </table> | Pay Unit | Lump Sum |
| Pay Unit | | | |
| Lump Sum | | | |
2. Partial payments will be made as follows:
 - a. The Department will pay 50 percent of the total amount bid for the item Environmental Commitments – Contractor Compliance within seven (7) calendar days after the Notice to Proceed Date.
 - b. Upon completion of 50 percent of the Original Contract Amount, the Department will pay 30 percent of the amount bid for the item Environmental Commitments – Contractor Compliance.
 - c. Upon completion of 75 percent of the Original Contract Amount, the Department will pay the remaining 20 percent of the amount bid for the item Environmental Commitments – Contractor Compliance.
 - d. Failure to comply with any or all of the contract requirements, included for payment under the item of Environmental Commitments – Contractor Compliance, will preclude all payment for the item, including any previous payment.

3. Payment is full compensation for all work prescribed in the contract.

I. Immediate Action Deficiencies

1. Deficiencies that pose an imminent threat to the environment are considered an emergency situation. These deficiencies will be identified in the Immediate Action Deficiencies Section of the Environmental Commitment Deficiency Notification Form. The corrective work for Immediate Action Deficiencies shall begin immediately and continue without cessation until completed.
2. The Engineer will issue a shut-down notice. All work on the contract shall cease until the corrective work has been completed. The Engineer may allow the Contractor to continue working in areas unaffected by the Immediate Action Deficiency, provided corrective actions are being actively performed on the deficiency.
3. Immediate Action Deficiencies are not eligible for an incentive payment.
4. The Contractor will be assessed a disincentive assessment of \$1,000.00 per deficiency per calendar day for failure to begin corrective actions or failing to continue to completion as directed by the Engineer or by the regulatory agency with jurisdiction.
5. Examples of Immediate Action Deficiencies include but are not limited to:
 - a. Threatened & Endangered Species habitat protection deficiencies
 - b. USACE Section 404 Permit Noncompliance
 - c. Petroleum Spills/Tank Leakage
 - d. Hazardous Material Spills

J. Rights Reserved

1. The Department reserves the right to initiate and perform corrective action on any deficiencies which result from the Contractors' actions, inactions, or for failure to comply with the NPDES Construction Stormwater General Permit, USACE Section 404 Permit, or any other applicable permit.
2. The Contractor shall be liable to the Department for any and all costs incurred by the Department for corrective actions taken by the Department.
3. It is expressly understood that the provisions of this specification shall not relieve the Contractor of their responsibilities nor shall it relieve the Surety of its obligation for and concerning any just claim.
4. The Contractor shall indemnify and save harmless the Department and all of its representatives from any and all actions or claims brought because of the Contractor's actions, inactions, or for failure to comply with the NPDES Construction Storm Water General Permit, USACE Section 404 Permit, or any other applicable permit.

**ACCEPTANCE TESTING OF SOILS BY USE OF THE LIGHT WEIGHT
DEFLECTOMETER (LWD) SCOPE
(B-4-0915)**

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

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

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

Option 1

A. Determination of DTV using a Test Strip

1. A test strip shall be constructed for each soil type to determine the deflection target value.
2. A new test strip shall be constructed when there is an observed change in material or as determined by the Engineer.
3. The test strip dimensions for roadway embankment and subgrades shall have a minimum length of 200 feet and a width equal to the embankment or roadway. The total thickness shall be no less than 6 inches for roadway subgrade and no less than 1-foot and no more than 3 feet for roadway embankment.
4. The test strip dimensions for trenches, culverts, and structures shall have a minimum length of 10 feet and a width equal to that of the excavation. The total thickness shall be no less than 1-foot and no more than 3 feet.
5. The optimum moisture of fine grained soils shall either be determined in the NDOR Branch Lab or Central Lab, and shall be based on a correlation with the Plastic Limit or determined from AASHTO T-99. A 10-lb sample of proposed material shall be submitted to the NDOR Branch Lab or Central Lab a minimum of 14 days prior to grading operations.
6. The moisture content for granular soils shall be "as necessary" to achieve proper compaction.
7. The moisture content limits of the soil shall follow the requirements provided in Table 1.
8. The test strip area construction shall be incidental to the embankment construction.
9. The testing rate during the test strip construction is provided in Table 2.

Table 1 - Moisture Requirements

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

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

Table 2 - Test Strip Testing Rate

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

* Number of passes with compaction equipment as described in paragraph 14c of Subsection 205.03 of the NDOR Standard Specifications for Highway Construction.

B. Test Strip Construction and Testing

1. Prior to placing the fill material for the test strip, the subgrade shall be scarified and re-compacted.
2. The fill material shall be placed with a lift thickness no greater than 8 inches uncompacted.
3. The test strip shall be constructed with uniform material and moisture content, and compaction; until it meets the requirements of numbers 3 or 4 of Section A of this provision.

4. The deflection target value is obtained when:
 - i. The moisture content is within the acceptable range.
 - ii. The average of the deflection test measurements for three consecutive passes of compaction equipment does not change by more than 10% with additional compaction. The DTV shall be based on the lowest average deflection test measurement from these passes.
5. A 10-lb sample of the test strip material shall be submitted to the NDOR Branch Lab or Materials and Research Soil Lab for index testing.
6. The DTV shall be re-evaluated when:
 - i. Deflection test measurements are consistently less than the DTV. (3 out of 5 consecutive deflection test measurements are less than 0.80 of the DTV).
 - ii. Failing test results are consistently occurring and adequate compaction is observed.

Option 2

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

1. Prior to construction a 10-lb bag of representative material shall be submitted to the nearest NDOR Branch Lab or Materials and Research Soil Lab for each different soil type no less than 21 days prior to grading operations.
2. From the laboratory testing NDOR will determine the Nebraska Group Index (NGI) for each soil type submitted and provide a correlated minimum DTV and optimum moisture content.
3. If no correlation data is available for an individual NGI, a test strip shall be used to determine the DTV as discussed in parts A and B in this provision.
4. The DTV shall be re-evaluated when:
 - i. Deflection test measurements are consistently less than the DTV. (More than 20% of the deflection test measurements are less than 0.80 of the DTV).
 - ii. Failing test results are consistently occurring and adequate compaction is observed.

Acceptance Testing

1. The Deflection Target Value for use as acceptance testing shall be:

$DTV \leq 1.10 \times \text{average deflection value determined from Option 1, Part B, of this provision}$

$DTV \leq \text{Correlated DTV determined from the NGI correlation, Option 2, Part C}$

2. The testing frequency for moisture and deflection shall follow the NDOR Materials Sampling Guide.
3. The moisture content of soil shall be performed using NDOR's approved equipment and methods. Approved equipment includes: 1) hot plates, stove, or microwave, 2) Speedy Moisture Method, or 3) Laboratory oven method.
4. Moisture content results shall be reported to the nearest tenth of a percent.

**TYPE B HIGH INTENSITY WARNING LIGHTS
(D-6-0307)**

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

**TEMPORARY TRAFFIC CONTROL DEVICES
(Type II Barricades, Reflectorized Drums, 42" (1070 mm) Reflective Cones, and
Vertical Panels)
(D-6-1112)**

Paragraph 2.d. of Subsection 422.03 in the Standard Specifications is void and superseded by the following:

- d. (1) Reflectorized drums used for traffic warning or channelization shall be constructed of lightweight, flexible, and deformable materials, be a minimum of 36 inches (900 mm) in height, and have a minimum width of 18 inches (450 mm), regardless of orientation. The predominant color of the drum shall be orange.
- (2) Steel drums shall not be used.
- (3) The markings on drums shall be horizontal, shall be circumferential, and shall display four 6-inch (150 mm) wide bands of retroreflective sheeting, alternating fluorescent orange - white – fluorescent orange - white. The fluorescent orange sheeting shall meet the luminance requirements of the following table.

FHWA Luminance Factor

Sheeting Type	Luminance Factor Y_T		
	Min	Max	Fluorescence Luminance Factor Limit, Y_F
Fluorescent Orange	25	None	15

- e. When approved by the Engineer or shown in the plans, 42" (1070 mm) reflective cones may be used in lieu of Type II Barricades or Reflectorized Drums. 42" (1070 mm) reflective cones shall include a 30-pound (14 kg) rubber base and display four 6-inch (150 mm) wide bands of retroreflective sheeting, alternating fluorescent orange - white - fluorescent orange - white. 42" (1070 mm) reflective cones shall not be used for lane-closure tapers or shifts.

- f. Rubber base-mounted 36-inch vertical panels shall not be used for channelization when the speed limit exceeds 40 miles per hour.

Paragraph 2.b. of Subsection 422.04 of the Standard Specifications is void and superseded by the following:

- b. (i) Type II Barricades, Reflectorized Drums, and 42" (1070 mm) Reflective Cones shall be counted as "Barricades, Type II" and measured for payment by the number of calendar days each is in place and positioned as shown in the plans or as directed by the Engineer.
- (ii) Vertical Panels shall be measured for payment as permanent "Sign Days" (by the each) by the number of calendar days each vertical panel unit is in place and positioned as shown in the plans or as directed by the Engineer.

Paragraph 2.c. of Subsection 422.04 of the Standard Specifications is amended to include Reflectorized Drums.

Paragraphs 3. and 4. of Subsection 422.05 of the Standard Specifications are void and superseded by the following:

- 3. a. The pay item "Barricade, Type II" is used to pay for three items ("Barricades, Type II", "42" (1070 mm) Reflectorized Cones", and "Reflectorized Drums").
- b. "Barricades, Type II", which includes "42" (1070 mm) Reflectorized Cones", and "Reflectorized Drums", is paid for as an "established" contract unit price item. The established unit price is identified on the "Schedule of Items" shown in the Proposal.
- 4. Payment for vertical panels includes all posts, brackets, or hardware necessary to install and maintain the vertical panel units.

WORK ZONE TRAFFIC CONTROL SIGNS (D-6-1212)

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

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

SEEDING

Subsection 803.02 in the Standard Specifications is amended to include the following:

Type "Wetland"	Minimum Purity	Broadcast Application Rate in lb. of Pure Live Seed/Acre	Approved Mechanical Drill Application Rate in lb. of Pure Live Seed/Acre
Canada wildrye – Mandan, Homestead, Nebraska or Iowa native	85	5	4
Virginia wildrye – Omaha, Nebraska or Iowa native	85	6	5
Bluejoint (<i>Calamagrostis canadensis</i>)	65	0.2	0.1
Fowl mannagrass (<i>Glyceria striata</i>)	85	0.2	0.1
Fox sedge (<i>Carex vulpinoidea</i>)	85	0.6	0.4
Nebraska sedge (<i>Carex nebraskensis</i>)	75	0.6	0.4
Soft rush (<i>Juncus effusus</i>)	60	0.035	0.025
Softstem bulrush (<i>Schoenoplectus tabernaemontani</i>)	80	0.3	0.2
Dark green bulrush (<i>Scirpus atrovirens</i>)	80	0.2	0.15
Rice cutgrass (<i>Leersia oryzoides</i>)	60	0.4	0.3
Prairie cordgrass (<i>Spartina pectinata</i>)	75	1.5	1
Ditch stonecrop (<i>Penthorum sedoides</i>)	75	0.02	0.01
Swamp milkweed (<i>Asclepias incarnata</i>)	75	0.2	0.15
Arrowhead (<i>Sagittaria latifolia</i>)	80	3	2.5
Water plantain (<i>Alisma plantago-aquatica</i>)	80	0.5	0.4
Buttonbush (<i>Cephalanthus occidentalis</i>)	75	0.3	0.2
Great blue lobelia (<i>Lobelia syphilitica</i>)	75	0.03	0.02
New England aster (<i>Aster novae-angliae</i>)	85	0.1	0.05
Halberd-leaf rose mallow (<i>Hibiscus laevis</i>)	75	0.1	0.1
Golden glow (<i>Rudbeckia laciniata</i>)	75	1	0.75
Oats/Wheat*	90	18	10

* Wheat in the fall

Type "Buffer"	Minimum Purity	Broadcast Application Rate in lb. of Pure Live Seed/Acre	Approved Mechanical Drill Application Rate in lb. of Pure Live Seed/Acre
Slender wheatgrass	85		4
Western wheatgrass – Flintlock, Barton	85		4
Virginia wildrye – Omaha, native	85		3.5
Canada wildrye – Mandan, Homestead, Iowa or Nebraska native	85		4.5
Switchgrass – Blackwell, Pathfinder, Trailblazer	90		1.5
Indiangrass – NE-54, Oto, Holt	90		2
Little bluestem – Aldous, Blaze, Camper	60		2.5
Prairie cordgrass (Spartina pectinata)	75		0.75
Sand dropseed (Sporobolus cryptandrus)	90		0.25
Sand lovegrass – Nebraska 27, native	90		0.5
Oats/Wheat*	90		16

* Wheat in the fall

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

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N ₂)	0 lbs.
Available Phosphoric Acid (P ₂ O ₅)	0 lbs.

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

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

Nitrogen (Total Available)	0 lbs.
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Paragraph 6. of Subsection 803.02 is void and superseded by the following:

6. Mulch shall be hydromulch as prescribed elsewhere in these Special Provisions.

FURNISHING AND PLANTING OF PLANT MATERIALS, LIVE STAKES, AND WILLOW LOGS

Paragraph 1.a and 1.b are void and superseded by the following:

Pre-planting Submittals:

- a. A minimum of 60 days prior to the planting season, the Contractor shall submit a list to the NDR Roadside Stabilization Unit for approval of sources to supply each plant.
 - (1) This list will include all plant materials as specified for the contract and where each has been grown for the last 2 growing seasons.
- b. After sources for all plant materials have been approved, a minimum of 30 days prior to each planting season, a copy of confirmed purchase orders shall be provided to the NDR Roadside Stabilization Unit for review and verification that the species, variety, size and quantity are available and being held for the project from the approved sources.
 - (1) Planting will not be allowed to begin until these items are received, verified, and approved.

Paragraphs 1.d.(1)(ii) and 1.d.(1)(iv) of Subsection 802.02 in the Standard Specifications are void and superseded by the following

- (ii) Spring, Deciduous – March 15 to June 15, Live Stakes – March 1 to April 15
- (iv) Fall, Balled and Burlapped or container grown Deciduous – August 14 to October 31.

Paragraph 1.d.(1) of Subsection 802.02 is amended to provide that these dates may be extended by the Engineer if weather and soil conditions permit.

Paragraph 2. of Subsection 802.02 is void and superseded by the following:

2. All plant materials shall be grown in a State inspected nursery unless specified otherwise. All trees shall be Air Pruned Method or Bare Root (B.R.) as indicated on the plans. Larger sized stock of the species listed may be used if stock conforms to the American Standard for Nursery Stock published by the American Association of Nurserymen, Inc. current edition. The Engineer must approve all species substitutions in writing.

Plant Materials:

Bare Root Shrubs					
Common Name	Scientific Name	Quantity	Size (ft.)	Spacing (ft.)	Plant Indicator
Diamond willow	<i>Salix eriocephala</i>	200	1.5 - 3	10	LOW
Sandbar willow	<i>Salix exigua</i>	850	1.5 - 3	10	LOW
Buttonbush	<i>Cephalanthus occidentalis</i>	200	1.5 - 3	10	LOW
Red-osier dogwood	<i>Cornus stolonifera</i>	500	1.5 - 3	10	LOW/HIGH
Rough leaved dogwood	<i>Cornus drummondii</i>	500	1.5 - 3	10	HIGH
TOTAL		2250			

Bare Root Trees					
Common Name	Scientific Name	Quantity	Size (ft.)	Spacing (ft.)	Plant Indicator
Black willow	<i>Salix nigra</i>	200	1.5 - 3	10	LOW
Peach leaved willow	<i>Salix amygdaloides</i>	850	1.5 - 3	10	LOW/HIGH
Silver maple	<i>Acer saccharinum</i>	850	1.5 - 3	10	LOW/HIGH
Cottonwood	<i>Populus deltoides</i>	900	1.5 - 3	10	HIGH
Boxelder	<i>Acer negundo</i>	800	1.5 - 3	10	HIGH
Green Ash	<i>Fraxinus pennsylvanicum</i>	800	1.5 - 3	10	LOW/HIGH
Hackberry	<i>Celtis occidentalis</i>	200	1.5 - 3	10	HIGH
American Elm	<i>Ulmus americanum</i>	200	1.5 - 3	10	LOW/HIGH
TOTAL		4800			

Container Grown Shrubs					
Common Name	Scientific Name	Quantity	Size (ft.)	Spacing (ft.)	Plant Indicator
Sandbar willow	<i>Salix exigua</i>	50	1.5 - 3	10	LOW
Red-osier dogwood	<i>Cornus stolonifera</i>	50	1.5 - 3	10	LOW/HIGH
Rough leaved dogwood	<i>Cornus drummondii</i>	50	1.5 - 3	10	HIGH
TOTAL		150			

Container Grown Trees					
Common Name	Scientific Name	Quantity	Size (ft.)	Spacing (ft.)	Plant Indicator
Peach leaved willow	<i>Salix amygdaloides</i>	50	7	10	LOW/HIGH
Silver maple	<i>Acer saccarhinum</i>	50	7	10	LOW/HIGH
Cottonwood	<i>Populus deltoides</i>	50	7	10	HIGH
Boxelder	<i>Acer negundo</i>	50	7	10	HIGH
Green Ash	<i>Fraxinus pennsylvanicum</i>	50	7	10	LOW/HIGH
Hackberry	<i>Celtis occidentalis</i>	50	7	10	HIGH
American Elm	<i>Ulmus americanum</i>	50	7	10	LOW/HIGH
TOTAL		350			

Live Stakes					
Common Name	Scientific Name	Quantity	Size (ft.)	Spacing (ft.)	Plant Indicator
Black Willow	<i>Salix nigra</i>	500	3	10	LOW
Peach leaved willow	<i>Salix amygdaloides</i>	500	3	10	LOW/HIGH
Diamond Willow	<i>Salix eriocephala</i>	500	3	10	LOW/HIGH
Sandbar willow	<i>Salix exigua</i>	500	3	10	LOW
Red-osier dogwood	<i>Cornus stolonifera</i>	500	3	10	LOW/HIGH
TOTAL		2500			

Paragraph 3 of Subsection 802.02 is void and superseded by the following:

3. Collected Plant Materials

The following shall apply to Live Stakes:

- a. The plans allow for the use of "Collected Plant Materials". Collected plant material is non-nursery-grown plant material, referring only to live stakes. Local collection sites shall be inspected before the Contractor harvests the materials. Live stakes obtained from commercial sources do not require inspection.
- b. Live stakes shall be taken from live, healthy trees and/or shrubs prior to the donor plants breaking buds or producing leaves in the spring. Live stakes taken from plants that have already broken buds will be rejected. They should be cut cleanly with no cracks, splits, or chips greater than 3" in length. Live stakes shall have a minimum diameter of ¾" and a maximum diameter of 2". The cuttings shall be a nominal length of 3 feet, but no more than 4 feet in length and no less than 2 feet. The top shall be cut perpendicular to the woody fibers and the base shall be cut at a 45 degree angle to ease installation.

The following shall apply to Willow Logs:

- c. This work shall consist of furnishing all live cuttings, labor, materials and equipment, and performing all work necessary and incidental to the installation of willow logs in accordance with these specifications while conforming to the lines, grades and dimensions shown on the drawings.
- d. Live cuttings for willow logs shall have diameters between 3 and 12 inch diameters with a length between 5 to 10 feet long.
- e. Dig a trench 6-12 inches deep 5-10 feet long depending on willow log length and diameter at the locations indicated on the drawings. The material dug from the trench shall be placed used for backfill.

- f. Set willow log in the trench, with the basal end set at the lowest end of the trench and cover with backfill approximately 1-3 inches. Leaving the upper most 1-2 feet of the log exposed.
- g. Plant at a density of 4 per acre in tree planting area within tree rows and not in between rows.

Paragraph 6 of Section 802.02 is amended to include the following:

- d. Container grown trees shall have a basal caliper of at least .625 inches and a height of at least four feet. Container grown trees and shrubs shall be produced by an air prune technique to develop a dense, fibrous, non-curling root system.
- e. Container grown trees and shrubs must be grown under climatic conditions similar to those in the locality of the project.
- f. Seeds from which the container trees are grown must be germinated in bottomless flat 2.5 inches in depth. The seedlings must then be transplanted to a bottomless square container with a dimension of 2.75 by 3.5 deep.
- g. Air pruned stock must be grown in a media consisting of 30-40 percent air pore space, with a wetting agent incorporated at a rate of 2 pounds per cubic yard of potting mix. The potting mix must also be inoculated with mycorrhizae (*Pisolithis tinctorius*).

Paragraph 12.a. of Subsection 802.02 is amended to include the following:

The Contractor shall supply a 4-liter plastic bag mulch sample to the NDR Roadside Stabilization Unit or the Engineer for approval.

Paragraph 12.b. of Subsection 802.02 is void and superseded by the following:

- 12.b. Landscape mulch shall consist of shredded hardwood chips which have been screened and are free of any green foliage, twigs, rocks, sawdust, wood shavings, dirt, growth or germination inhibiting ingredients, or other foreign materials.

Subsection 802.02 is amended to include the following:

- 18. Ground Cover Mat will be used as shown in the details, with the following specifications:
 - a. Mat material shall be photodegradable polypropylene (3 to 5 years), 16 mils. thick, water permeability of 10 gallons per minute, with a minimum of 9 staples per mat.
 - b. Staples shall be flat top 11 gauge made of non-coated steel, 1 inch wide by 6 inches long.
 - c. Provide mat sample to the NDR or Engineer, prior to installation for approval.

19. Tree shelters:
- a. Approximately 3 – 5 foot height and approximately 4-inch diameter for container grown trees. Tree guards shall be tall enough to cover the trunk of container grown trees.
 - b. Made from colored, UV-stabilized polypropylene co-polymer, with seamless, tubular, twin-wall construction, strengthening rods, perforations along tube, and a continuous scrape-free flare end and an anticipated life span of 2-3 years.
 - c. Fasteners: non-releasable nylon ties, 1/8-inch wide by 8-inches long.
 - d. Anchors: white oak heartwood stakes, 1-inch by 1-inch with pencil point, at lengths recommended by manufacturer for shelter type.
 - e. Provide shelter samples to the NDR or Engineer for approval.
 - f. Tree guards will not be required for bare root trees, bare root shrubs, or container grown shrubs.

Paragraph 5. of Subsection 802.03 is amended to include the following:

- e. The contractor shall submit a staking plan to the Engineer for the layout of the tree rows and species planting pattern. The Contractor shall stake proposed locations of trees and shrubs. Notify Engineer after staking is complete for approval of planting locations before installation can begin.
- f. Bring to Engineer's attention any conflicts with utilities, equipment, manholes, poles or other obstructions.

Paragraph 6.a. and 6.c. of Subsection 802.03 is void and superseded by the following:

- 6.a. For the balled and burlapped or container grown plants, the Contractor shall set the ball carefully into the hole on undisturbed soil at a depth of approximately 3 inches above finished grade.
- 6.c. Containers shall be completely removed from plants before setting in the hole. All twine shall be cut away from the trunk and removed from balled and burlapped plants. The bottom of wire baskets shall be cut away before plants are set into the planting hole and the remainder of all wire baskets shall be cut off and removed from the ball. The burlap shall all be removed from the ball before backfilling begins.

Paragraph 6.e. of Subsection 802.03 is amended to include all empty containers from plant materials.

Paragraph 11 of Subsection 802.03 is amended to include the following:

- 11.c. Tree guards shall be installed around deciduous trunks before mulching. The material and labor for tree guards is considered subsidiary to other items of work for which direct payment is made

Paragraph 13. of Subsection 802.03 is amended to include the following:

- 13 b. Spread mulch over all planted areas to a depth of 3 inches. Do not place mulch directly against the tree trunk. Do not place mulch inside the tree guard.

Paragraph 15.a. of Subsection 802.03 is void and superseded by the following:

- 15.a. The establishment period will not begin until all of the following items of work, as required by the specifications, the special provisions, and the plans, have been performed on each and every plant: ground preparation, providing, planting, backfilling, watering, pruning, water basin construction, application of chemical vegetation control, mulching, and installation of tree guards.

Paragraph 15.c. of Subsection 802.03 is void and superseded by the following:

- 15.c. The establishment and maintenance period shall be for a period of two years. Maintenance of plantings shall begin immediately after each plant is planted and continue until the acceptance of plant materials by the representative of the Roadside Stabilization Unit. The first year of the establishment and maintenance period shall be from the acceptance of materials, as described by paragraph 15.a. of Subsection 802.03 to June 15 of the year following the year in which the plant material was planted. The second year shall extend from the end date of the first year to June 15 of the following year.

The first sentence of paragraph 15.d. of Subsection 802.03 is amended to read:

- 15.d. During the establishment period, the Contractor shall properly maintain all materials under the contract and shall replace all unacceptable plant material in the spring planting season of each year.

Paragraph 15.d.(7) of Subsection 802.03 is amended to include that the weeds shall not be allowed to attain a growth of over 6-inches (150 mm) before being removed.

Section 802.03 is amended to include the following:

16. Live stakes should be installed within 48 hours of harvest and should be soaked for 24 hours before installation. Live stakes may be soaked and stored under protected condition for up to 7 days before installation. Live stakes should be stored at 45 degrees F or cooler if not installed within 7 days of harvest. Material not installed within 6 hours of harvest shall be covered with dampened coir, burlap, cotton, or polyethylene (tarp) fabric to minimize loss of moisture and prevent sun scald. Cuttings should not be wrapped in plastic. During transportation, materials shall be protected from wind and sun to prevent from drying out.
17. Live Stakes:
 - a. Only portion of stake to be below grade needs to be soaked.
 - b. While keeping bark of live stakes intact, side branches should be removed, basal ends angled for easy installation and tops cut square.

- c. Stakes shall be installed so that the basal end of the stake is inserted into the ground. Stakes installed in the opposite orientation as they would be growing naturally, shall be rejected.
- 18. Live stakes shall be inserted perpendicular to the slope so that the top 6-12" is exposed above the soil. If the top 3" of the cutting cracks, splits, or chips during the installation, the damaged portion should be removed. If the damage exceeds more than 3" it should be removed and replaced. Stakes shall be installed 10'-0" on center. The lowest row should be installed as near to the toe of slope as possible, without installing the stakes into standing water.
- 19. Efficiency of installation of live stakes into rip rap or hard soils can be improved with:
 - a. Rock bar to create a pilot hole in rip rap or hard soils.
 - b. 4" PVC pipe sleeve used as a place holder within the mass of the rip rap during installation. Live stake can installed through the PVC sleeve, and sleeve removed and reused. All PVC sections shall be removed from the project before project acceptance.
- 20. Consideration should be given to field adjusting staking/cutting installation locations favorable to moist soil conditions for optimizing survivorship.
- 21. Initial Planting Compliance:
 - a. After planting is complete, Engineer shall review plantings for density planted, plant numbers, and plant viability.
 - b. If planting density and numbers are less than specified or if plant viability is not acceptable, Contractor shall replant as required at no additional cost to Owner to achieve required planting density/viability.
- 22. Generally plant tree types and species randomly to avoid planting all one type or species in one row or area. Tree species are designated by their tolerance to wetness. See species list shown above in this special provision. Trees designated with as "Low" should be planted in lower elevation areas as shown in the plans. Trees with a "High" designation should be planted in higher elevation areas.

Section 802.04 is void and superseded by the following:

The work of furnishing and planting of plant materials, live stakes, and willow logs will be measured by the each as listed in the bid proposal Schedule of Items.

Paragraph 1 of subsection 802.05 is voided and superseded by the following:

1.	Pay Item	Pay Unit
	Wetland Tree	Each
	Wetland Shrub	Each
	Live Stakes	Each
	Willow Log	Each

Table 802.02 in Subsection 802.05 is void and superseded by the following:

Maximum Payment Percentages of Contract Unit Price (Spring Planting Only)		
Percent Authorization	Time Payment is Authorized	Criterion for Payment
60% of the contract price of each applicable item.	After Planting Complete	1. Plant materials meet the Specifications, have been properly stored and transported to the work site.
An additional 10% of the contract price of each applicable item.	September 30 of the year planted, or an agreed date.	1. Plant materials have been properly maintained as specified during the establishment period. 2. The Project Manager will determine at the "Time Payment is Authorized" date whether procedures have been properly performed for the time interval indicated. At the September 30 authorization date, all established procedures from time of planting will be evaluated. 3. The Contractor will notify the Project Manager when the establishment procedures are being accomplished in order to get paid for the work. If all establishment procedures are not performed, the Contractor will forfeit the 10% payment for establishment work for the interval(s) which were unacceptable and the Contractor cannot regain that payment. 4. An inspection will be conducted around September 1 to determine the number of plants that are acceptable. 5. If a plant is determined to be not acceptable, any 10-percent payment for establishment work after that determination will not be made. However, plants that are replaced before June 1 of the original planting year will be considered original plants.
An additional 10% of the contract price of each applicable item.	At the end of the first maintenance year.	After completion of all replacement plantings, all establishment procedures from the time of initial planting until end of the first maintenance year will be evaluated.
An additional 10% of the contract price of each applicable item.	September 30 of the second maintenance year, or an agreed date.	After completion of all replacement plantings, all establishment procedures from the time of initial planting until September 30 of the second maintenance year will be evaluated.
The last 10% of the contract price for all acceptable items.	At the end of the second maintenance year.	1. After completion of replacement plantings 2. All establishment procedures are complete and verified by the Engineer on all material from the initial planting. 3. The representative of the Roadside Development Unit has inspected the project and determined the acceptability of each plant based on the normal growth habit for the species or variety.

Paragraph 3. of Subsection 802.05 is void and superseded by the following:

The Engineer, Contractor, and a representative of the NDR Roadside Stabilization Unit will meet at the following times during the establishment and maintenance period:

- a. At the completion of planting to determine if the plants and maintenance are in an acceptable condition to begin the establishment and maintenance period. The Contractor shall notify the Engineer and the Roadside Stabilization Unit when planting is complete so that the meeting date and time can be scheduled. To meet the requirements for an acceptable condition, all plants must be installed,

be the proper plant specified or agreed upon substitute, be in good condition as described by the specifications, and all other installation requirements of Section 802 achieved.

- b. At the completion of planting and determination of acceptance, the Engineer, Contractor and the Roadside Stabilization Unit or a representative will establish the dates for the end of the first year, end of the second year and any further evaluations described by Table 802.02 as amended by these specifications.
- c. At the end of the first year of the establishment and maintenance period to determine if the plants are in an acceptable growing condition and if the establishment and maintenance procedures have been followed.
- d. At the end of the second year of the establishment and maintenance period to determine if the plants are in an acceptable growing condition and if the establishment and maintenance procedures have been followed.
- e. The requirements and procedures of Paragraph 15. of Subsection 802.03 shall be followed during each year of the establishment and maintenance period. The Contractor shall make any and all replacements as required by the specifications during the two-year period.

Paragraph 5.a. of Subsection 802.05 is void and superseded by the following:

- 5.a. If establishment procedures were properly performed, project manager notified, etc., for the indicated time intervals in Table 802.02, then on the dates listed in Table 802.02 a payment for each period equivalent to 10% of the contract price of each item will be made on all acceptable plants.

The last sentence of paragraph 6.c. of Subsection 802.05 is void and superseded by the following:

If plants are not replaced, the Project Manager will deduct the 60% payment made at the original planting and will not make the final 10% payment due at the end of the last establishment period.

COVERCROP SEEDING (H-14-0515)

Subsection 812.01

Paragraph 2. is void and superseded by the following:

Cover crop seeding shall be applied to any disturbed area requiring erosion protection. It is intended to be used in staged construction areas, surcharge areas, or other disturbed areas that have not been permanently seeded.

Subsection 812.02

Paragraph 4. is void.

Subsection 812.04 is void and superseded by the following:

Subsection 812.04

1. Cover crop seeding is measured by the acre of ground surface seeded. The areas will be calculated from surface measurements of the length and width ± 1 yard (± 900 mm).

SILT CHECKS (H-17-0515)

Description

1. This work shall consist of furnishing and placing silt check devices at the locations shown in the plans, Temporary Erosion Control Plans or as directed by the Engineer. Bale Checks shall not be allowed.
2. There are two separate and distinct types of silt checks.
 - a. Silt Checks are placed as shown in the plans or as directed by the Engineer after final grading is complete in conjunction with the final stabilization.
 - b. Temporary Silt Checks are placed as shown in the Temporary Erosion Control plans or as directed by the Engineer throughout the construction process.

Material Requirements

1. Approved silt check devices are listed in and shall be selected from the Approved Products List.
 - a. Silt Checks used for final stabilization shall be the type shown in the plans and selected from the Approved Products List.
 - b. Temporary Silt Checks may be any product listed on the Approved Products List. The following chart shall be used to determine the appropriate application of Temporary Silt Checks during construction.

Type	Material	Ditch Grade	Uses/Locations
1 – Low	9" Diameter Straw Wattle	< 2 %	Medians, Slopes and Urban Ditches
1 – High	12" Diameter Straw Wattle	< 2 %	Wetlands, Stream Banks, Slopes and Rural Ditches
2 – Low	9" Diameter Wood Fiber Wattle	All	Medians and Urban/Rural Ditches
2 - High	12" Diameter Wood Fiber Wattle	All	Wetlands, Stream Banks, and Rural Ditches
3 – Low	9" Diameter Coir Wattle	All	Slopes, and Rural Ditches
3 – High	>12" Diameter Coir Wattle	All	Wetlands, Stream Banks, Slopes and Rural Ditches
4	Synthetic	All	Urban Ditches

2. All silt check devices have unique staking or pinning requirements based upon the BMP and its use. The hold down stakes and pins shall be as shown on the Silt Check Detail Sheet.

Construction Methods

1. The silt checks shall be placed as shown in the plans or as directed by the Engineer and secured in accordance with the plans.
2. The limits of the completed silt check shall extend up the foreslope and backslope of the ditch to effectively contain the run-off and prevent erosion and washout at the edges of the installation as shown on the Silt Check Detail Sheet.
3. Temporary Silt Checks
 - a. The “Temporary Silt Checks” shall be installed at the locations shown in the plans, Temporary Erosion Control Plan and as directed by the Engineer.
 - b. The “Temporary Silt Checks” shall be installed immediately after the rough grading is completed in an area.
 - c. The “Temporary Silt Check” shall be left in place until the finish grading begins. Reinstall the “Temporary Silt Checks” as soon as finish grading is done unless the permanent erosion control is initiated immediately after finish grading. “Temporary Silt Checks” should be in place at all times after finish grading until permanent “Silt Check,” are in place.
 - d. The Temporary Silt Check shall be removed and remain the property of the Contractor when it is no longer functional or needed.

Method of Measurement

1. All work involved in constructing silt checks as described above will be included and paid for per linear feet of devices used in the silt checks.
2. “Temporary Silt Checks” shall be measured by the linear foot (meter) for the initial installation. The removing or replacing of the temporary silt checks will not be measured for payment, but will be considered subsidiary to the initial installation.
3. Removal of sediment will be measured based on equipment rental. All incidentals associated with the cleanout shall be subsidiary to the equipment rental items.

Basis of Payment

1.	Pay Item	Pay Unit
	Silt Check, Type _____	Linear Foot
	Temporary Silt Check	Linear Foot
	Rental of Skid Loader, Fully Operated	Hour
	Rental of Loader, Fully Operated	Hour
	Rental of Crawler Mounted Hydraulic Excavator, Fully Operated	Hour
	Rental of Dump Truck, Fully Operated	Hour

2. Payment is full compensation for all work prescribed in this Section.

SILT FENCE (H-18-0515)

Section 809 of the Standard Specifications is void and superseded with the following:

Description

This work shall consist of installing the silt fence at locations shown in the plans and at locations as approved or determined by the Engineer. The installation shall be in accordance with these *Specifications*, the special provisions, and the plans.

Material Requirements

1. All silt fence material shall be selected from the NDR Approved Products List.
 - a. Low Porosity Silt Fence is typically used for perimeter control.
 - b. High Porosity Silt Fence is used for velocity control.
 - c. Low Profile Silt Fence is used for perimeter control and inlet protection
 - d. Coir Silt Fence is used for perimeter control of wetlands and locations specified to use a biodegradable silt fence.
 - e. Temporary Silt Fence shall be any product from the silt fence category of the Approved Products List with a use appropriate to the situation.
2. Silt Fence Posts
 - a. The silt fence posts shall be Studded "T" Steel Posts with a minimum weight of 1.25 lbs/foot (37 Kg/m).
 - b. Used Studded "T" Steel Posts are acceptable.
 - c. Coir Silt Fence shall be installed with wooden posts, derived from hardwood tree species. The posts shall only be driven until firm.
3. Wire staples shall be used for anchoring the silt fence.
4. Silt Fence shall be attached to the posts with black zip ties. Zip ties shall be UV stabilized, black with a 50 lb (22 Kg) minimum tensile strength.

Construction Methods

1. The silt fence shall be installed and in good working condition prior any grading or excavation operations and as needed throughout the construction process. The silt fence installation shall not exceed the amount required for the current construction season.

2. Silt Fence may be installed in the ground by either of the two methods listed below.
 - a. Trenching Method
 - (i) The Contractor shall excavate a trench to the depth, width, and length shown in the plans.
 - (ii) The Contractor shall place the silt fence in the trench and pin it as shown in the plans.
 - (iii) The Contractor shall backfill the trench, compact the soil, and attach the fabric to the posts as shown in the plans.
 - b. Slicing Method
 - (i) The Contractor shall install silt fence by mechanically slicing the material into the soil.
 - (ii) The Contractor shall compact the soil and attach the fabric to the posts as shown in the plans.
3. Fabric Silt Fence installed in a wetland or below water conditions.
 - a. Trenching is not required. Fold a 6 inch (150 mm) flap toward the sediment source and pin as shown in the plans. Install the stakes as for a dry installation. Attach the fabric to the posts with zip ties or other approved methods and secure from slipping down the post. For a wetland or below water installation, the sediment shall be left in place.
4. All silt fence splice joints shall be overlapped a minimum of 6 feet (1.8 m).
5. The Contractor shall remove sediment that accumulates near the silt fence during construction and dispose it in an upland location.
 - a. Sediment removal shall be initiated when sediment depth has reached one-half the height of the above ground portion of the silt fence or as directed by the Engineer in conjunction with silt fence repairs.
 - b. Sediment shall be removed to approximately 6 inches (150 mm) from the silt fence.
 - c. Each time sediment is removed, the silt fence shall be repaired to a good working condition. Good working condition includes fabric repair, retrenching, post repair, tie replacement, and any associated hand work.
6. The Contractor shall maintain the silt fence in good working condition throughout the life of the construction project. Upon completion of the project silt fence shall remain in place in good working condition, in locations specified in the plans or at locations specified by the Engineer.
 - a. Silt fence may be removed from locations during construction or upon completion of the project as directed by the Engineer.

- b. Silt fence that has been determined to be unnecessary and is subject to removal shall be cut off at ground level and shall remain the property of the Contractor for disposal. Any accumulated sediment shall be removed to an upland location.
- c. Silt fence posts from removed fence shall remain the property of the Contractor and may be reused on other installations.
- d. Temporary Silt Fence shall be removed at the completion of the project or when it is no longer functional.

Method of Measurement

- 1. Fabric silt fence is measured by the length of the silt fence in linear feet (meter).
- 2. Removal of sediment from the silt fence will be measured based on equipment rental.
- 3. All silt fence repairs, such as fabric repair, tie replacement, retrenching, and splicing and associated handwork are subsidiary to the appropriate silt fence item.
- 4. Removal of silt fence and all of its components is subsidiary to the silt fence item.

Basis of Payment

- | | | |
|----|--|---------------------------------|
| 1. | Pay Item | Pay Unit |
| | Fabric Silt Fence “Low Porosity” | Linear Foot (LF)
[Meter (m)] |
| | Fabric Silt Fence “High Porosity” | Linear Foot (LF)
[Meter (m)] |
| | Fabric Silt Fence “Low Profile” | Linear Foot (LF)
[Meter (m)] |
| | Fabric Silt Fence “Coir Fiber” | Linear Foot (LF)
[Meter (m)] |
| | Temporary Silt Fence | Linear Foot (LF)
[Meter (m)] |
| | Rental of Skid Loader, Fully Operated | Hour (h) |
| | Rental of Loader, Fully Operated | Hour (h) |
| | Rental of Dump Truck, Fully Operated | Hour (h) |
| | Rental of Crawler Mounted Hydraulic Excavator,
Fully Operated | Hour (h) |
- 2. Payment is full compensation for all work prescribed in this Section.

**HYDROMULCHING
(H-20-1015)**

Description

This work shall consist of furnishing and placing hydromulch on areas shown in the plans or as directed by the Engineer.

Material Requirements

1. Hydromulches will be specified in the contract and selected from the Approved Products List.
 - a. Bonded Fiber Matrix (BFM) is a hydraulically-applied matrix containing organic defibrated fibers and cross-linked insoluble hydro-colloidal tackifiers to provide erosion control and facilitate vegetation establishment on 3:1 slopes and ditches less than 2.5%. The products are designed to be functional for a minimum of 6 months.
2. The hydromulch shall be delivered to the site in packaging that clearly identifies the manufacturer, type of hydromulch and weight per bag.
3. The Contractor shall provide the necessary water required for the hydromulching operation.

Construction Methods

1. The Contractor shall apply the hydromulch within 24 hours after planting the seed or as directed by the Engineer. The hydromulch shall be applied uniformly over tilled areas with a hydromulch machine.
2. Application Rates:
 - a. Hydromulch shall be applied at 1.5 tons per acre.
 - b. The required tons of hydromulch will be determined by multiplying 1.5 tons per acre by the acres of application.
 - c. The Engineer may direct the Contractor, in writing, to adjust the application rate resulting in an increase or decrease the required tons of hydromulch.
3. The Contractor shall refer to the manufacturer's recommendations for appropriate matrix to water ratios.
4. The hydromulch shall be applied ensure complete and uniform coverage. The Contractor shall apply the hydromulch from opposing directions or as directed by the Engineer.

Method of Measurement

1. Hydromulch is measured by the ton.
2. The weight of hydromulch applied will be computed on the basis of the weight per bag multiplied by the number of bags used.

Basis of Payment

- | | | |
|----|-------------------------------|------------------------|
| 1. | Pay Item
Hydromulch | Pay Unit
Ton |
|----|-------------------------------|------------------------|

2. Final Quantity Determination:
 - a. If the computed tons of the hydromulch applied are within 5 percent (+/-) of the tons required as determined by the approved application rate, the final pay quantity will be the computed weight.
 - b. If the computed tons of the hydromulch applied are less than 95 percent of the tons required as determined by the approved application rate, the Contractor shall apply additional hydromulch at locations as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate.
 - c. If the computed quantity of the hydromulch applied exceeds 105 percent of the tons required as determined by the approved application rate, the final pay quantity will not exceed 105 percent of the tons required as determined by the approved application rate.
 - d. If upon visual inspection, the Engineer determines that the hydromulch application is "light" in some areas, even though the required tons as determined by the approved application rate was applied to the overall area of application, the Contractor shall apply additional hydromulch as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate. The quantity of hydromulch applied that is in excess of 105 percent of the tons required as determined by the approved application rate shall be at no additional cost to the Department.
3. Direct payment for water incorporated into the hydromulch will not be made. Water is subsidiary to the item of Hydromulch.
4. Payment is full compensation for all work prescribed in this Section.

**PORTLAND CEMENT CONCRETE
(J-15-0216)**

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

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 IP, IS and IT Interground/Blended cement shall be used for all classes of concrete except for pavement repair. Type IP, IS and IT Interground/Blended cement shall meet all requirements of ASTM C 595. 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.

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

**ENGLISH
TABLE 1002.02**

Class of Concrete (1)	Base Cement Type	Total Cementitious Materials Min. lb/cy	Total Aggregate		Air Content % Min.-Max. (2)	Coarse Aggregate (%)	Water/Cement Ratio Max. (3)	Required Strength Min. psi
			Min. lb/cy	Max. lb/cy				
47B**	IP/IS/IT*	564	2850	3150	6.5 - 9.0	-	0.45	3500
47B***		564	2850	3150	6.0 - 8.5	-	0.45	3500
47BD		658	2500	3000	6.0 - 8.5	30+3	0.42	4000
47B-HE		752	2500	3000	6.0 - 8.5	30±3	0.40	3500
BX(4)		564	2850	3150	6.0 - 8.5	-	0.45	3500
47B-OL****		564	2850	3200	5.0 - 7.0	30±3	0.36	4000
PR1	I/II	752	2500	2950	6.0 - 8.5	30±3	0.36	3500
PR3	III	799	2500	2950	6.0 - 8.5	30±3	0.45	3500
SF(5)	I/II	589	2850	3200	6.0 - 8.5	50±3	0.36	4000

- (1) Each class of concrete shall identify the minimum strength requirement, per plans and specifications.
All classes of concrete shall be air-entrained and a water-reducing admixture shall be used per manufacture's recommendations.
- Class R Combined Aggregate shall use a mid-range water reducer admixture. The dosage shall be at the manufacture's recommendation and the Engineer may approve a low-range water reducer admixture.
- (2) As determined by ASTM C 138 or ASTM C 231.
FOR INFORMATION ONLY. The Contractor may develop a Quality Control Program to check the quantity of air content on any given project; such as, checking the air content behind the paver.
- (3) 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, unless the Contractor requests approval from the Engineer in writing to change the minimum water/cement ratio to 0.36.
- (4) For temporary surfacing, Type I/II cement is allowed.
- (5) Minimum Portland Cement shall be 564 lbs/cyds and the total Silica Fume added shall be 25 lbs/cyds.

(*) Refer to Subsection 1004.02 for material characteristics.

Lithium Nitrate may be used in place of Supplemental Cementitious Materials (SCMs), see Section 1007 of the Standard Specifications as modified in these Special Provisions.

(**) For slip form applications.

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

(****) When IP using Class N pozzolan, the maximum water/cement ratio is 0.41.

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

Paragraphs 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 of Grade 2 or 6.2 pounds of Grade 1 calcium chloride per gallon of water to provide a solution of approximately 32 percent by weight.
 - b. The 7.4 pounds of water in each gallon 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).
 - 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. Grade 1 Calcium Chloride purity is between 70 and 90 percent and Grade 2 Calcium Chloride is between 91 and 100 percent.
 - e. 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 manufacturer. Next, the Type F high range water-reducer admixture is added and the concrete is mixed an additional 5 minutes.
6. Class High Early (47B-HE) Concrete
 - a. High Early (47B-HE) 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 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.
 - d. A non-calcium chloride accelerator shall be used when the ambient temperature at the time of the placement of concrete is 70°F or less.
 - e. When requested by the Contractor, the maturity method, as provided in NDR C 1074, may be used in lieu of the requirements of Subsection 603.03, Paragraphs 11.c. and d. to determine the strength of concrete pavement for the purpose of early opening to traffic and acceptance. Requests by the Contractor for use of the maturity method shall be on a project basis and shall be made in writing to the Engineer.
- 7. The yield of the concrete proportions shall be determined and adjusted by the Producer.
 - 8. All Classes of Concrete with the exception of PR1 and PR3 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.

Paragraphs 1. & 2. of Subsection 1002.03 are void and superseded by the following:

- 1. The Contractor shall identify the plant that will supply the concrete 14 days before use and be entirely responsible for its calibration, batching of concrete, aggregate and sampling of cement per NDR Sampling Guide.
 - a. The Contractor shall be responsible for the following:
 - 1) Batching concrete.
 - 2) Contractor shall sample aggregate from the conveyor belt or stockpile. Gradations from a split sample shall be tested in accordance to Section 1033 and reported to the Engineer at the frequency required by the Materials Sampling Guide.
 - i. Contractor shall retain possession of the split samples on-site at the Contractor's facility until such a time as determined by the Engineer.
 - a. At the pre-construction meeting:
 - 1) Contractor shall determine the location of testing and report the names of the technician performing the sampling and testing.
 - 2) Engineer will notify the Contractor of the retrieval of the split samples.
 - ii. The Contractor shall split the sample, place the Department's split sample into a cloth bag and immediately

seal the split sample with the provided security seal. The cloth sample bag shall be supplied by the Department.

- iii. The sampling splitting and placement of the security seal of aggregate samples shall be witnessed by certified Department personnel.
 - iv. Contractor shall secure the split sample using a consecutively numbered security seal of 75 pounds breaking strength provided by the Department. The Contractor shall use the consecutively numbered security seals to identify and track each Aggregate Class. Samples that are not consecutively numbered will be investigated for custody of the sample and the Engineer may cease production until it is determined what action will be required.
 - a. The Contractor shall report the security seal tracking number with the split sample gradation.
 - b. The following training shall be required for personnel who oversee the batching of the concrete:
 - 1) Concrete Technician Personnel
 - i. Concrete Plant Technician
 - 2) Portland Cement Sampler
 - i. NDR Portland Cement Sampler
2. Portland Cement Concrete shall be supplied by certified Ready Mix Plants that are in compliance with the requirements in the *Quality Control Manual*, Section 3, -- Certification of Ready Mixed Concrete Production Facilities published by the National Ready Mixed Concrete Association. Refer to NDR Material Sampling Guide for the policy on stationary and portable plants.

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

- 6. Batch tickets shall be prepared as prescribed in the National Ready Mixed Concrete Association's *Quality Control Manual*. The Contractor shall keep all

gradations and batch tickets until final acceptance by the Department. Projects that have less than 200 cubic yards of concrete placed will be allowed to have hand written tickets. For projects greater than 200 cubic yards, hand written tickets will be at the Engineer's discretion. The concrete batch tickets shall show batch weights, aggregate moisture (shall be tested daily and moisture probes are allowed), admixtures used, water, and mix design calculations. A copy of the batch ticket shall be given to the Engineer upon delivery of concrete.

Paragraph 8. of Subsection 1002.03 is void and superseded by the following:

8. Coarse aggregate from a dry pit shall be uniformly saturated with water before it is used. The wetting shall begin 24 hours prior to the concrete mixing to allow complete saturation.

Paragraph 13.a. of Subsection 1002.03 is void and superseded by the following:

13. a. The quantity of water shall be determined by the Contractor. The minimum quantity of water should be used which will produce required workability. Any additional water used to rinse the charging hopper and fins after the batching of concrete is allowed. This water must be estimated and recorded on the batch ticket.

Subsection 1002.04 is void and superseded by the following:

1. Class 47B Concrete Mix Design Submittal:
 - a. The Contractor shall submit the Concrete Mix Design Worksheet consisting of design mix proportions, testing of mix design from a minimum of 4 cubic yards and aggregate data for 47B class of concrete being placed on the project.
 - (1) All testing must be performed by a qualified laboratory found on the NDR's Material and Research website, under the *Nebraska Qualified Consultant & LPA Laboratories* and submitted to the Engineer.
 - (2) The Concrete Mix Design shall be submitted to the Engineer 4 weeks prior to any concrete being placed on the project.
 - (3) The Concrete Mix Design shall not be paid for directly by the Department and shall be subsidiary to items which direct payment is made.
 - (4) Concrete shall not be placed on the project before the Concrete Mix Design Worksheet has been reviewed and approved by the Engineer.

b. The Contractor shall submit the Concrete Mix Design Worksheet to the Engineer. Email submissions are preferred but will be accepted by fax or postal mail.

(1) Contractor's Mix Design Worksheet can be found on the Materials and Research website. The submitted Mix Design Worksheet shall include the following:

- Contractor Name
- Project Number
- Date
- Location of ready mix or central mix plant
- Date submitted
- Signature of Contractor representative

(2) Material Source Information.

- Cement Manufacturer
- Type of Interground/Blended Cement
- Type of Admixtures
- Aggregate Pit and Quarry location

(3) Specific Gravity of each individual aggregate source.

(4) Sand Equivalent for dry pit sand-gravel aggregate.

(5) Combined Aggregate percent passing as described on Table 1033.03C.

(6) Contractor's Target combined aggregate gradation percent passing.

(i) The Contractor's required worksheet can be found on the Materials and Research website.

(7) Testing of Mix Design:

The mix design shall show the weights of all ingredients including Interground/Blended cements, aggregates, water, admixtures types and water cement ratio.

- Temperature of concrete at time of sampling, ASTM C 1064.
- The air content of plastic concrete, ASTM C 231.
- Weight per cubic foot, Yield, ASTM C 138. The relative Yield shall be a minimum of 97%.

- Compressive strength shall be performed with a minimum of three averaged specimens at 7-day and 28-day, ASTM C 39. The minimum 28-day compressive strength shall be 3500 psi.
- (8) Traditional 47B Mix Design is defined as a 70 percent Class B Aggregate and 30 percent Class E Aggregate may be exempt from the concrete testing described in Paragraph 1.(b)(7). All other requirements shall be included in the Concrete Mix Design Report.
- c. The PCC Engineer will notify the Contractor of the mix design approval for Class 47B Concrete. Approval of the mix design does not alleviate the Contractor of the responsibility of the in-place concrete. The Contractor may adjust admixtures, water cement ratio, vibrator frequency, etc., as needed in accordance to the specifications.
- d. The Contractor shall submit a new concrete mix design worksheet meeting the above requirements when a change occurs in the source, type, or proportions of cements or aggregates; unless otherwise approved by the Engineer.
2. The quantity of water to be used shall be determined by the Contractor. It shall not be varied without the Engineer's consent.
3. If the concrete mixture is excessively wet causing segregation, excessive bleeding, excessively dry or any other undesirable condition, the concrete shall be rejected. At the option of the Engineer, slump tests may be performed to determine the consistency.
4. Concrete which has developed initial set before it is consolidated and finished shall be rejected.
5. a. If false set is encountered, the batching operation shall be stopped until the problem is resolved.
- b. Each batch must be mixed or agitated for at least 3 additional minutes after observing the false set and the concrete must be of satisfactory consistency.
6. Compressive strength tests shall be made in accordance with ASTM C 39.
7. Concrete shall be sampled as prescribed in the NDR *Materials Sampling Guide*. Samples shall be taken at the point of placement, never before the discharge from the last conveyance.
8. Aggregate Acceptance, Verification, Sampling and Testing:
- a. The aggregate will be accepted based on the Contractor's testing results except as noted below.

- b. The aggregate verification sampling and testing by the Department will be randomly selected and tested according to subplot sizes in Table 1002.05.

Table 1002.05

Aggregate Class	Lot	Sublot
E and F	3000 tons	1000 tons
A,B and C	6000 tons	2000 tons
R	6000 tons	2000 tons

- c. The results of Contractor split sample will be verified by the Department's verification tests. Any samples outside of the tolerances as specified according to the Materials Sampling Guide, Section 28 under the *Acceptable Tolerance Limits for Independent Assurance* will result in an Independent Assurance (IA) review of testing and may result in the Department test results being applied.
- d. On any given Lot, if the results of the gradation from the verification test are within Department's specification, the Contractor's results will be used for the entire lot. On any given Lot, if the gradations results from the verification test are outside Department's specification, further investigation will be initiated by the Engineer for that subplot. Any or all of the remaining Department subplot samples may be tested and the Department subplot test results may be applied to the respective subplot and the acceptance will apply.
- e. When verification tests are within testing tolerance but results show a consistent pattern of deviation from the split sample results, the Engineer will exercise one or more of the following:
- Cease production.
 - Request additional verification testing.
 - Initiate a complete IA review.
- f. Independent Assurance (IA) Review of Testing:
- 1) The Contractor shall allow the Department personnel access to the Contractors' laboratory to conduct IA review of the technician testing procedures and apparatus. Any deficiencies discovered in the Contractor's testing procedures will be reported to the Contractor and corrected by the Contractor.
 - 2) During the IA review, the Department personnel and the Contractor shall split a sample for the purpose of IA testing. The samples selected will be tested in the Department's Branch Laboratory. Any IA test results found to be outside of defined testing tolerances as stated in Paragraph 8.c. of Subsection 1002.04 will be reported to the Contractor. The Contractor shall immediately correct any deficiencies found during the IA review.

- 3) If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Department Central Laboratory will be asked to resolve the dispute, which will be final. All dispute resolutions will be in accordance with the Quality Assurance Program requirements in the NDR's Materials Sampling Guide.

PORTLAND AND INTERGROUND/BLENDED CEMENT (J-15-0216)

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 (Na_2O) and the Potassium Oxide (K_2O) calculated as Equivalent Alkali $\text{Na}_2\text{O}_e = \text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$.
3. Interground and Blended cements consist of intimate and uniform intergrinding or blending of Portland cement clinker, Slag cement, Pozzolan and/or Limestone.

1004.02 – Material Characteristics

1. Type I, Type II, Type I/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.
2. Interground and Blended Cement shall conform to the requirements in ASTM C 595 with the following additional requirements:
 - a. Interground/Blended cement (Type IP)
 - (1) For Type IP(25) shall be composed of Class F fly ash or Class N pozzolan replacement shall be $25\% \pm 2\%$.
 - (2) For Type IP(20) shall be composed of Class F fly ash or Class N pozzolan replacement shall be $20\% + 2\%$.
 - b. Interground/Blended cement (Type IS)
 - (1) For Slag Cement, the maximum replacement shall be $35\% +5$ when incorporated into the final Interground/Blended cement.

- c. Interground/Blended cement (Type IT)
 - (1) For SCMs, Slag cement and Limestone, the maximum replacement by weight shall be 40%. The manufacturer has a production tolerance of $\pm 2\%$ from the proposed replacement.
 - (2) For Limestone cement, the replacement range shall be from 5.1% to 10.0% when incorporated into the final Interground/Blended cement.
- d. No additional SCMs, Slag cement and Limestone will be added at the batch plant.

1004.03 – Procedures

1. The Contractor shall provide adequate protection for the Portland and Interground/Blended cement against dampness.
 - a. Portland and Interground/Blended cement shall be hauled or stored in railroad cars, dry bulk trailers or in suitable moisture-proof buildings.
 - b. The use of tarpaulins for the protection of the Portland and Interground/Blended cement against moisture will not be allowed.
2. No Portland and Interground/Blended cement which has become caked or lumpy shall be used.
3. Portland and Interground/Blended cement which has been spilled shall not be used.
4. Accepted Portland and Interground/Blended cement which has been held in storage at the concrete mix plant more than 90 days shall be retested.
5. Portland and Interground/Blended cement coming directly from the manufacturer shall not be used until the temperature is 150°F or less.
6. Portland cement having false set when tested in accordance with in ASTM C 150 will not be used.

1004.04 – Acceptance Requirements

1. For Department projects, Portland and Interground/Blended cements must be on the NDR Approved Product List (APL).
2. The Contractor shall submit any new Portland and Interground/Blended cements to the Engineer to be approved for the APL with the following:
 - a. Material source information:
 - 1) Mill Location
 - 2) Type of Portland and Interground/Blended cements
 - 3) Grinding Period
 - 4) Associated Manufacture Product Name

- 5) Provide source and type of each SCMs and/or Slag Cement used for final product.
 - (i) The Department will allow the use of ASTM C 1697.
 - a. When two or more SCMs and/or Slag Cement are pre-blended, the Contractor shall report chemical composition analysis of the final blend.
 - b. The final blend shall be reported as per ASTM C 1697, Paragraph 4.
 - 6) Portland cement shall conform to ASTM C 150.
 - 7) Interground/blended cements shall conform to ASTM C 595.
 - 8) Provide total cementitious materials replacement per ASTM C 595.
 - 9) Report test results per ASTM C 1567 at 28-days.
3. Alkali Silica Reaction Requirements and Testing:
- a. Interground/Blended cement shall be tested according to the provisions of ASTM C 1567.
 - (1) The mortar bars shall be composed of Type IP, IS or IT Interground/blended cement and sand and gravel from an approved Platte River Valley-Saunders County source.
 - i. When Elkhorn River-Madison County source or an out of state aggregate source is being used on a project, the Elkhorn River or an out of state aggregate source shall be used in lieu of the Platte River Valley-Saunders County source.
 - ii. When Contractor proposes a change of aggregate source, then the new aggregate source shall be tested by ASTM C 1567.
 - (2) The mortar bars for the ASTM C 1567 shall not exceed 0.10% expansion at 28 days.
4. Portland and Interground/Blended cements will be placed on NDR's APL based on the conformance with the NDR's Acceptance Policy Portland and Interground/Blended Cements.

1004.05 - Sampling and Testing Requirements

1. All Portland and Interground/Blended cements shall be sampled and tested at the rate as described in the NDR's Materials Sampling Guide.
 - a. The Department will inform the Contractor when a sample is required.
 - b. A sample shall be taken by a Contractor's Certified Portland Cement Sampler and must be under the supervision of Department certified personnel.

- c. The sample shall be taken at the plant from a bulk shipment of a rail car, dry bulk trailer, batch plant silo or from the line between the bulk truck and the silo. Upon sampling, the Department will take immediate custody of the sample.
2. Noncompliant material shall be tested in accordance with ASTM C 1567 and in accordance with Section 1004.04, Paragraph 3.a. (1).
 - i. The mortar bars for the ASTM C 1567 shall not exceed 0.10% expansion at 28 days.
 - ii. If the expansion is greater than 0.10% at 28 days, then the Interground/Blended cement shall be subject to removal, 40% pay and/or removal from NDR's APL in accordance with NDR's Acceptance Policy on Portland and Interground/Blended Cements.
 3. Noncompliant material from the mill, terminal or project will be temporarily removed from the Approved Products List pending further investigation.
 4. If the noncompliant Portland or Interground/Blended cement is removed from the Approval Products List, all shipments from the supplier will be held until the investigation of the failing samples have been completed by the NDR Materials and Research Division.

WATER FOR CONCRETE (J-15-0214)

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

1005.01 – Description

1. 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.
2. Wash water from the mixer washout may be used only with the Engineer's approval. Use of wash water will be discontinued if undesirable reaction with admixtures or aggregates occurs.

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 NDR C 114, NDR T 290, NDR D 512, NDR C 1602, ASTM C 31, ASTM C 109, ASTM C 191, and ASTM C 1603.
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 all classes of concrete with the following conditions:

- a. Wash water shall conform to the requirements in NDR's Material Sampling Guide under Policy for Certification of Ready Mix Plants.
- 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-15-0214)

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 tested in accordance with ASTM D 98.

1006.03 – Acceptance Requirements

Acceptance shall be based on requirements contained in the NDR Materials Sampling Guide.

SECTION 1007 -- CHEMICAL ADMIXTURES (J-15-0214)

Section 1007 in the Standard Specifications is void and superseded by the following:

1007.01 -- Description

1. Admixtures are materials added to Portland cement concrete to change characteristics such as workability, strength, permeability, freezing point, and curing.
2. The Department's concrete admixture types are:
 - a. Type A - Water-Reducing Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump.
 - b. Type B - Retarding Admixture - An admixture that slows the setting of concrete.
 - c. Type C - Accelerating Admixture - An admixture that speeds the setting and early strength development of concrete.

- d. Type D - Water-Reducing and Retarding Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump and slows the setting of concrete.
- e. Type E - Water-Reducing and Accelerating Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump and speeds the setting and early strength development of concrete.
- f. Type F - Water-Reducing, High Range Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump by 12 percent or greater.
- g. Type G - Water-Reducing, High Range and Retarding Admixture - An admixture that reduces the quantity of mixing water required to produce concrete of a given slump by 12 percent or greater and slows the setting of concrete.
- h. Air-Entraining - An admixture that encapsulates air in the concrete.
- i. Lithium Nitrate – An admixture used to control the Akali Silica Reaction (ASR) in concrete.

1007.02 -- Material Characteristics

- 1. Type A through G admixtures shall meet the requirements in ASTM C 494.
- 2. Air-entraining admixtures shall meet the requirements in ASTM C 260.
- 3. Use of admixtures other than those cited may be requested by the Contractor.
- 4. Admixtures shall not contain more than 1 percent of chlorides calculated as calcium chloride unless specified otherwise in the Specification.
- 5. Admixtures shall be used at the manufacturer's recommended dosage rates.
- 6. The air-entraining admixture characteristics shall produce concrete with satisfactory workability and total air content as prescribed in Table 1002.02.
- 7. a. When using the Lithium Nitrate admixture, the Contractor shall submit to the Engineer:
 - (i) A five pound sample of Portland cement that will be used on the project.
 - (ii) The Manufacturer's method for determining the recommendation for the required dose rate based on the equivalent alkali content.
 - (iii) Water content of the Lithium Nitrate admixture solution.
- b. The Engineer will report the equivalent alkali content to the Contractor. The Contractor shall use the reported equivalent alkali content to determine the required dose rate based on the manufacturer's recommendation.

1007.03 -- Procedures

1. 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.
 - a. The admixture is then poured over the surface of the concrete and mixed for at least 5 minutes.
 - b. No more than 1.3 gallons 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.
 - c. When Lithium Nitrate is used, the portion of the admixture that is water will 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.
 - a. Approved chemical admixtures are shown on the NDR Approved Products List.
 - b. Admixture approval shall be based upon annual certifications and certified test results submitted to the NDR Materials and Research Division.
2. The admixture must be essentially identical in concentration, composition, and performance to the admixture tested for certification.
3. 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 approval for use must be given by the NDR Materials and Research Division.

**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-15-0515)**

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.
- c. The base material shall conform to Sections 1030, 1031 and 1032.

1013.03 – Acceptance Requirements

Products shall be sampled and tested in accordance with requirements of the NDR Materials Sampling Guide.

JOINT AND CRACK SEALING FILLER (J-15-0813)

Section 1014 in the Standard Specifications is void and superseded by the following:

1014.01 – Description

Joint sealing filler shall be either a cold applied silicone product or an asphalt product (hot pour) conforming to the requirements of this Section. The type of joint filler to be used shall be as specified in the plans or special provisions. If not specified, any of the joint sealing fillers in this Section may be used.

Crack sealing filler shall be a hot pour sealer conforming to the requirements of this Section.

1014.02 -- Material Characteristics

1. NE-3405 and NE-3405LM (hot pour)
 - a. NE-3405 joint and crack sealer shall conform to the requirements of ASTM D6690, Type II. The material shall conform to the requirements of Table 1 with the following exception:
 - (i) The test of Bond, non-immersed, ASTM D5329, 3 specimens through 3 cycles shall be run at 0°F (-18°C), 100% extension.
 - b. NE-3405LM (Low Modulus) joint and crack sealer shall conform to the requirements of ASTM D6690, Type IV. The material shall conform to the requirements of Table 1.
 - c. The test of Bond, non-immersed, ASTM-D5329, will be tested on concrete blocks that will be constructed by the NDR Concrete Laboratory. The concrete blocks will be made of a 47B concrete mixture as prescribed in Section 1002 in the NDR Standard Specifications. The design is amended so that no fly ash is used in the mixture. All other specifications for Portland Cement Concrete apply.
 - d. Sample conditioning, preparation and heating shall be in accordance with ASTM D 5167 with the following exceptions:
 - (i) The following sentence of Section 8.1.2, “Also, if present, remove container liner by cutting it away”, is void and superseded by the following:

“Also, if present, as much of the polyethylene bag as possible, shall be removed by cutting it away. Wholly-meltable type container in contact with the sample section shall be left in place.”

- (ii) The last sentence of Section 8.1.2 “Solid Materials” is void and superseded by the following:

The entire vertical section which has been cut, shall be placed into the pot for melting.

- (iii) The Section of 8.2.2.1 “Solid Materials” is void.

- (iv) The Section of 8.2.3 is void and superseded by the following:

After the solid segment is added to the melter, the material shall be allowed to minimally melt to a uniform viscous state suitable for the installation of the stirrer or paddle. The sample shall then be stirred for one full hour. The oil bath temperature shall be regulated to bring the material to the maximum heating temperature within the one hour of stirring.

- (v) The Section of 8.2.4.1 is void and superseded by the following:

During the one full hour of stirring, check the temperature of the material at maximum 15 minute intervals using a Type K thermocouple with the calibration verified in accordance with Section 6.1.7 to ensure conformance with specified temperature requirements. Stop the mechanical stirrer when measuring temperatures. If material temperatures ever exceed the maximum heating temperature, or ever drop below the minimum application temperature after the maximum heating temperature was reached, discard the sample and re-do the heating. Maintain appropriate records of times and temperatures to verify conformance with specification requirements.

- (vi) The Section of 8.2.4.2 is void.

- e. ASTM D 5329 shall include the following changes:

- (i) Sections 6.4 and 12.4 “Specimen Preparation” shall have the reference of “177 ml (6 oz.)” replaced with “3 oz.”

- (ii) Section 6 “Cone Penetration, Non-Immersed” shall be superseded with the following exceptions:

- 1. Section 6.5 “Procedure” is void and superseded by the following:

Place the specimen in a water bath maintained at 77 +/- 0.2°F (25 +/- 0.1°C) for two hours immediately before testing. Remove the specimen from the bath and dry the surface by shaking gently to remove free water from the surface of the specimen. Using the apparatus described in Section 6.3, make one determination at or near the center of the specimen. Take care to ensure the cone point is placed on a point in the specimen that is representative of the material itself, and is free of dust, water, bubbles, or other foreign material.

2. Section 6.6 "Report" is void and superseded by the following:

Record the value as penetration of the specimen in dmm units.

- (iii) Section 12 "Resilience" shall be superseded with the following exceptions:
 1. Section 12.5 "Procedure", void the sentence "Make determinations at three points equally spaced from each other and less than 13mm (½ inch) from the container rim" and supersede with the sentence "Make one determination at or near the center of the tin."
 2. Section 12.6 "Report" is void.

2. Silicone Joint Sealer (cold applied)

- a. Silicone joint sealers may be either self-leveling or non-sag and shall meet the requirements in Table 1014.01.

Table 1014.01

Silicone Joint Sealer Requirement		
Property	Requirement	Test
As supplied:		
Specific Gravity	1.010-1.515	ASTM D792
Work Time, minimum	10 minutes	
Tack-Free, at 25°C	20-360 minutes	
Cure Time, at 25°C, maximum	14 days	
Full Adhesion, maximum	21 days	
As cured, at 25°C + 1.5		
Elongation, minimum	800%	ASTM D412
Durometer		
Non-Sag, Shore A	10-25	ASTM D2240
Self-Leveling, Shore 00, minimum	40	ASTM D2240
Joint Movement Capacity	+100% to -50%	ASTM C719
Tensile Stress, at 150% Elongation	45 psi	ASTM D412

1014.03 -- Packaging

1. NE-3405 and NE-3405LM
 - a. The joint and crack sealer can be packaged in either cardboard box of wholly-meltable type containers.
 - (i) Cardboard box containers shall be manufactured from double wall kraft board producing a minimum bursting test certification of 350 PSI (241 N/cm²) and using water-resistant adhesives. The use of metal staples or fasteners of any kind will be prohibited for closing the lids of the boxes. Tape or other like material is acceptable.
 - a. The joint and crack sealer shall be in meltable [300°F (149°C)] polyethylene bag(s).

- (ii) Wholly-meltable type containers, and any of their components, shall be fully meltable and integrational with the joint and crack sealer by the time the manufacturer's minimum application temperature is reached.
 - a. The wholly-melted and integrated container must not adversely affect the test specifications of the joint and crack sealer.

2. Silicone Joint Sealer

- a. Each container shall include information regarding manufacturer and product name.

1014.04 -- Acceptance Requirements

1. NE-3405 and NE-3405LM

- a. Acceptance of the manufactured material is based on pre-approval by either on or off-site sampling. Acceptable hot pour sealant lots are listed on the NDR Approved Products List.
 - (i) NDR on-site field sampling shall be in accordance with the NDR Materials Sampling Guide.
 - (ii) Off-site (Proxy) sampling shall be in accordance with ASTM D 6690.
 - 1. Proxy sampling shall be overseen by an outside party approved by the NDR, preferably another DOT Agency. Proxy samples shall include a manufacturer's Certificate of Compliance. Proxy samples shall also include a dated signature of origin by the Representative that is not affiliated with the manufacturer, and can either be on the Certificate of Compliance, or separate letter.
 - 2. For convenience in both sampling and shipping samples, sample containers smaller than a manufacturer's usual production containers are allowed, as long as the sample is 1500 grams min.
 - 3. Samples shall be sent to the NDR Bituminous Laboratory, or alternatively, sent to an NDR-approved independent laboratory for testing which will be at no cost to the Department. If a NDR-approved independent laboratory will be used for testing purposes, the NDR Bituminous Laboratory must be notified so that NDR concrete blocks for Bond testing can be sent to it.

2. Silicone Joint Sealer

- a. Acceptance of applied silicone joint sealers shall be in accordance with the NDR *Materials Sampling Guide*.
- b. Acceptable silicone joint sealer manufacturer products are listed on the NDR Approved Products List.
 - (i) For products that are not listed, approval may be based upon test results from an independent laboratory submitted to the NDR Concrete Materials

Section by the manufacturer, and testing by the NDR. Approval must be made prior to product use.

EPOXY COMPOUNDS AND ADHESIVES (J-15-0308)

Section 1018 in the Standard Specifications is void and superseded by the following:

1018.01 – Description

This specification provides requirements for two-component, epoxy-resin bonding systems for use in non-load bearing applications and resin adhesives for application to Portland cement concrete.

1018.02 – Material Characteristics

1. Epoxy-resin bonding systems shall conform to the requirements of ASTM C 881. Approved systems are shown on the NDR Approved Products List.
2. The classification of Epoxy-Resin Bonding Systems is as follows:
 - a. Type I For use in non-load bearing applications for bonding hardened concrete and other material to hardened concrete.
 - Type II For use in non-load bearing applications for bonding freshly mixed concrete to hardened concrete.
 - Type III For use in bonding skid resistant materials to hardened concrete, and as a binder in epoxy mortars or epoxy concretes.
 - b. Grade 1 Low viscosity.
 - Grade 2 Medium viscosity.
 - Grade 3 Non-sagging consistency.
 - c. Class A For use below 40°F (4°C); the lowest allowable temperature to be defined by the manufacturer of the product.
 - Class B For use between 40°F and 60°F (4°C and 15°C).
 - Class C For use above 60°F (15°C); the highest allowable temperature to be defined by the manufacturer of the product.
 - Class D For use between 40°F and 65°F (4°C and 18° C).
 - Class E For use between 60°F and 80°F (15°C and 26°C).
 - Class F For use between 75°F and 90°F (24°C and 32°C).

1018.03 – Procedures

1. The compounds shall be of the type and grade specified in the plans or as directed by the Engineer.
2. The class of the compounds shall be selected for use according to climatic conditions at the time of application.
3. All bonding surfaces shall be clean and free of all oil, dirt, grease, or any other materials which would prevent bonding.
4. Mixing and application shall be in strict accordance with the manufacturer's instructions.

1018.04 – Acceptance Requirements

1. Epoxy-resin bonding systems and resin adhesives approved for use are shown on the NDR Approved Products List.
2. Epoxy-resin bonding systems that are not on the NDR Approved Products List may be accepted based on a manufacturer's certificate of compliance.

**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-15-0316)**

Subsection 1033.01 is amended to include the following paragraphs and Subsection 1033.02, Paragraphs 1., 2. and 3. of the Standard Specifications are void and superseded by the following:

1033.01 – Description

This combined aggregate gradation using Class R aggregate is to optimize aggregate blends utilizing more locally available materials.

Achieving a uniform gradation for Class R may require the use of two or more different aggregates. It is the responsibility of the contractor to consider additional material characteristics; such as, but not limited to particle shape, cubicity, angularity, etc., when designing a mix.

1033.02 -- Material Characteristics

1. Sampling and Testing Procedures:

All materials shall be sampled and tested in accordance with Table 1033.01. All material source locations and quarries must be approved by the Department for prior to use.

Table 1033.01

Sampling and Testing Procedures	
Procedure	Method
Sampling	NDR T 2
Sieve Analysis	NDR T 27
Clay Lumps, Shale, and Soft Particles	NDR T 504
Abrasion	AASHTO T 96
Freeze and Thaw Soundness	NDR T 103
Specific Gravity and Absorption (course aggregate)	AASHTO T 85
Specific Gravity and Absorption (fine aggregate)	AASHTO T 84
Total Evaporable Moisture Content of Aggregates by Drying	AASHTO T 255
Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	AASHTO T 176
Sodium Sulfate Soundness	AASHTO T 104
Calcium Carbonate	NDR C 25
Organic Impurities	AASHTO T 21
Mortar-Making Properties	AASHTO T 71
Reducing Field Samples of Aggregate to Testing Size	AASHTO T 248
Lightweight Pieces in Aggregates	NDR T 113

2. General Aggregate Properties:

- a. Aggregates shall be free from injurious quantities of dust, soft or flaky particles, loams, alkali, organic matter, paper, wood or other deleterious matter as determined by the Engineer.
- b. Dolomite as herein defined is a magnesium limestone containing calcium carbonate and magnesium carbonate in approximately a 4 to 3 ratio.
- c. The calcium carbonate content of limestone shall be at least 80 percent (computed as CaCO₃ from the value determined for CaO).
- d. Fine Sand shall have at least 95 percent of its particles pass the No. 10 (2.0 mm) sieve and no more than 25 percent pass the No. 200 (75 µm) sieve. This definition applies to sodium sulfate soundness test.
- e. Once an aggregate's soundness and abrasion quality has been determined, additional quality testing for soundness and abrasion loss will be at the Engineer's discretion.
- f. All aggregates or combined aggregates shall not exceed 3.5 percent with any combinations of clay lumps, shale and soft particles (all percent by weight values), plus the lightweight pieces (a percent by volume value).

- g. All aggregates or combine aggregates that have been washed or coming from a wet pit shall be stockpiled for a minimum of 48 hours before being introduced into concrete.

3. Portland Cement Concrete Aggregates:

a. Fine Aggregate:

- (1) Aggregate shall be washed and composed of clean, hard, durable and uncoated particles.
- (2) Aggregates produced from wet pits by pumping must be adequately washed by means approved by the Department.
- (3) Aggregates from dry pits shall be adequately washed by means approved by the Department and have a Sand Equivalent value not less than 90 in accordance with AASTHO T 176.
 - (i) If the Sand Equivalent is less than 90, the Engineer may elect to stop aggregate production until such a time ASTM C 109 has been completed. The aggregate, when subjected to the test for mortar-making properties, shall produce a mortar having a compressive strength at the age of 7 days equal to or greater than that developed by mortar of the same proportions and consistency made of the same cement and aggregate after the aggregate has been washed to a sand equivalent greater than 90. Materials failing to produce equal or greater strength shall be unacceptable.
- (4) Aggregate for concrete shall have a soundness loss of not more than 10% by weight at the end of 5 cycles using Sodium Sulfate Soundness test AASHTO T 104.
- (5) The weight of the aggregate shall not contain more than 0.5% clay lumps.
- (6) Aggregate subjected to the colorimetric test for organic impurities which produces a color darker than the standard shall be further tested for its mortar-making properties in accordance with AASHTO T 71. The Engineer may elect to stop aggregate production until such a time AASHTO T 71 testing has been completed.
 - (i) Aggregate, when subjected to the test for mortar-making properties, shall produce a mortar having a compressive strength at the age of 7 days equal to or greater than that developed by mortar of the same proportions and consistency made of the same cement and aggregate after the aggregate has been treated in a 3% solution of sodium hydroxide. Materials failing to produce equal or greater strength shall be unacceptable, except when determined to be acceptable under the provisions of Subsection 105.03.

- (7) Aggregate shall meet the requirement in Tables 1033.02A, 1033.02B and 1033.03C.

Table 1033.02A

		Percentage	Percent Passing									
			1½"	1"	¾"	½"	3/8"	No.4	No.10	No.20	No.30	No.200
AGGREGATE SPECIFICATION RANGE	Class A	Max	--	--	--	--	100	100	90	--	40	3
		Min	--	--	--	--	100	92	64	--	10	0
	Class B	Max	--	100	--	--	--	97	70	--	40	3
		Min	--	100	--	--	--	77	50	--	16	0
	Class C	Max	--	100	--	--	--	88	50	--	20	3
		Min	--	100	--	--	--	44	24	--	4	0

Table 1033.02B

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

b. Coarse Aggregate:

- (1) Aggregate shall consist of Limestone, Quartzite, Dolomite, Gravel and Granite composed of clean, hard, durable, and uncoated particles.
- (2) The percent of clay lumps, shale, or soft particles shall not exceed the following amounts:

Clay Lumps	0.5%
Shale	1.0%
Soft Particles	3.5%
Lightweight Pieces	3.5%

- (3) Any combination of clay lumps, shale and soft particles (all percent by weight values), plus the lightweight pieces (a percent by volume value) shall not exceed 3.5%.
- (4) Aggregate for concrete shall be free of coatings that will inhibit bond and free of injurious quantities of loam, alkali, organic matter, thin or laminated pieces, chert, or other deleterious substances as determined by the Engineer.
- (5) Aggregate for concrete shall not have a soundness loss greater than 8.0% by weight at the completion of 16 cycles of alternate freezing and thawing.
- (6) Aggregates for concrete shall have a Los Angeles Abrasion loss percentage of not more than 40.
- (7) All fractions passing the No.4 sieve shall meet quality requirement of soundness loss of not more than 10% by weight at the end of 5 cycles using sodium sulfate solution.

- (8) The coarse aggregate shall be tested according to ASTM C 1260.
 - (a) The mortar bars for the ASTM C 1260 shall not exceed 0.10% expansion at 28 days.
 - (i) If the proposed coarse aggregate exceeds 0.10% expansion at 28 days, the aggregate proportions used on the project shall be tested in accordance to ASTM C 1567.
 - a. The ASTM C 1567 mortar bars shall be composed of Interground/blended cement being used on the project.
 - b. If the expansion is greater than 0.10%, the coarse aggregate shall not be used.
- (9) Aggregate shall meet the requirements in Tables 1033.03A, B, and C.

Table 1033.03A

AGGREGATE SPECIFICATION RANGE	Class	Percent	Percent Passing									
			1 1/2"	1"	3/4"	1/2"	3/8"	No.4	No.10	No.20	No.30	No.200
			Max	100	100	90	--	45	12	--	*4	--
Min	92	66	--	15	0	--	0	--	0	0		
Class F	Max	--	--	100	100	90	30	8	--	--	3	
	Min	--	--	96	40	4	0	--	--	0		

*If the No. 200 sieve is less than 1.5% passing the No.20 sieve could be increased to maximum of 6% passing.

Table 1033.03B

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

c. Combined Aggregates:

- (1) The Contractor shall design and meet the specification requirements. It is the Contractor's responsibility to provide desirable mix properties; such as, but not limited to, workability, resistance to segregation, stable air void system, good finishing properties and good consolidation properties.
- (2) The combined blended aggregate shall meet the requirement in Table 1033.03C and 1033.03D.

Table 1033.03C

*Class R - Combined Aggregate Gradation Limits (Percent Passing)								
Sieve Size	1 1/2 inch	1 inch	3/4 inch	No.4	No.10	No.30	No. 50	No.200
Max	100	100	98.0	70.0	50.0	30.0	12.0	3.0
Min	-	92.0	85.0	45.0	31.0	8.0	2.0	0

* Refer to Subsection 1002.04, Paragraph 1.b.(8) for the traditional 47B Mix Design

Table 1033.03D

Aggregate Classes and Uses	
Aggregate Class	Concrete Description
R	47B

d. Aggregate Production and Testing:

- (1) Any change greater than 3% in the original verified constituent percentage of the combined aggregates gradation will be considered non-compliant. Any change of the combined gradation targets must remain within the Combined Aggregate Gradation Limits in Table 1033.03C. The Contractor shall resubmit a new mix design if the material is deemed non-compliant in accordance with Subsection 1002.04, Paragraph 1.
- (2) The blended gradation tolerance ranges from the approved mix design are established in Table 1033.03E.
 - (i) The Contractor shall assume the responsibility to cease operations when the specifications are not met. Production shall not be started again without the approval of the Engineer.

Table 1033.03E Blended Aggregate Production Tolerances

Sieve Size	Tolerances
No. 4 or greater	+ 5%
No. 10 to No. 30	+ 4%
No. 50	+ 3%
Minus No. 200	+ 1%

- (3) Coarse aggregate from a dry pit shall be uniformly saturated with water before it is used. The wetting shall begin 24 hours before concrete mixing to allow complete saturation.

**DOWEL BARS
(J-15-0812)**

Paragraph 1.c. of Subsection 1022.01 in the Standard Specifications is void and superseded by the following:

- 1. c. Both Type A and Type B coated dowel bars shall be coated with a bond breaker shown on the NDR Approved Products List, dipped in asphalt or paraffin, or greased in accordance with the specified requirements as shown in the Standard Plans.

**EPOXY COATED REINFORCING STEEL
(J-15-0509)**

Paragraph 5. of Subsection 1021.03 in the Standard Specifications is void and superseded by the following:

5. In order to protect the coated reinforcement from damage, the Contractor shall use padded or nonmetallic slings and padded straps. Bundled bars shall be handled in a manner which will prevent excessive sagging of bars which will damage the coating. If circumstances require storing coated steel reinforcing bars outdoors for more than two months, protective storage measures shall be implemented to protect the material from sunlight, salt spray and weather exposure. Coated steel reinforcing bars, whether individual bars or bundles of bars, or both, shall be covered with opaque polyethylene sheeting or other suitable opaque protective material. For stacked bundles, the protective covering shall be draped around the perimeter of the stack. The covering shall be secured adequately, and allow for air circulation around the bars to minimize condensation under the covering. Coated steel reinforcing bars, whether individual bars or bundles of bars, or both, shall be stored off the ground on protective cribbing. The bundled bars shall not be dropped or dragged. If, in the opinion of the Engineer, the coated bars have been extensively damaged, the material will be rejected. The Contractor may propose, for the approval of the Engineer, alternate precautionary measures.

**PROPOSAL GUARANTY
(A-40-0307)**

As an evidence of good faith in submitting a bid for this work, the bidder shall indicate the type of bid bond applied to this project in accordance with the Proposal Guaranty Bid Bond Section of these Special Provisions.

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CONTRACT ID: 2618X

PROJECT(S): MISC-92-6(1021)

CALL ORDER NO.: 205

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 1 GROUP 5L LANDSCAPING						
0001	0001.90 SIGN DAY	360.000 EACH	.		.	
0002	0030.50 MOBILIZATION	LUMP	LUMP		.	
0003	1009.00 GENERAL CLEARING AND GRUBBING	LUMP	LUMP		.	
0004	1010.00 EXCAVATION	6246.000 CY	.		.	
0005	1010.10 EXCAVATION, BORROW	16433.000 CY	.		.	
0006	1011.00 WATER	227.000 MGAL	30.00000		6,810.00	
0007	1012.00 RIGHT-OF-WAY MARKERS	7.000 EACH	.		.	
0008	1013.00 RESET RIGHT-OF-WAY MARKERS	4.000 EACH	.		.	
0009	1017.50 CONSTRUCTION STAKING AND SURVEYING	LUMP	LUMP		.	
0010	1041.00 SALVAGING AND PLACING TOPSOIL	93915.000 SY	.		.	
0011	9110.01 RENTAL OF LOADER, FULLY OPERATED	70.000 HOUR	.		.	
0012	9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	70.000 HOUR	.		.	
0013	9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	70.000 HOUR	.		.	
0014	9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	70.000 HOUR	.		.	
0015	L001.16 SEEDING, TYPE BUFFER	10.800 ACRE	.		.	

CONTRACT ID: 2618X

PROJECT(S): MISC-92-6(1021)

CALL ORDER NO.: 205

LINE NO	ITEM DESCRIPTION		APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
				DOLLARS	CTS	DOLLARS	CTS
0016	L001.17	SEEDING, TYPE WETLAND	21.200 ACRE	.		.	
0017	L006.00	COVER CROP SEEDING	32.000 ACRE	.		.	
0018	L022.11	FABRIC SILT FENCE-LOW POROSITY	5916.000 LF	.		.	
0019	L022.75	TEMPORARY SILT CHECK	600.000 LF	.		.	
0020	L022.90	TEMPORARY SILT FENCE	1000.000 LF	.		.	
0021	L022.92	TEMPORARY EARTH CHECK	600.000 LF	.		.	
0022	L032.80	HYDROMULCH	48.000 TON	.		.	
0023	L860.24	STORM EVENT RESTORATION - INCENTIVE	13.000 EACH	.		.	
0024	L860.50	ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	LUMP	LUMP		.	
0025	L999.24	WETLAND SHRUB	2400.000 EACH	.		.	
0026	L999.26	WETLAND TREE	5150.000 EACH	.		.	
0027	L999.30	LIVE STAKE	2500.000 EACH	.		.	
0028	L999.40	WILLOW LOG	84.000 EACH	.		.	
SECTION 1 TOTAL						.	
TOTAL BID						.	