

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

NEBRASKA DEPARTMENT OF ROADS
LETTING DATE : December 12, 2013

CALL ORDER: 400 CONTRACT ID: 4736X

CONTROL NO./SEQ. NO.: 42736 /000 PROJECT NO.: MISC-10-2(1015)

TENTATIVE START DATE: 11/17/14 CONTRACT TIME: 5 WORKING DAYS

LOCATION: N-10, BASSWAY STRIP ACCESS
IN COUNTY: BUFFALO

BIDDER

GROUP 1 GRADING

NOTES

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

THE NUMBER OF _____ 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

(vii) 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-10-2(1015)**

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 December 12, 2013, 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 November 4, 2013.

Aerial and/or underground utility facilities may exist within this project. The Contractor shall determine to his/her satisfaction the extent of utility conflict for facilities located within the construction area.

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

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

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

Utilities known to be in the vicinity of this project:

CenturyLink: CenturyLink has existing buried communication facilities near the project area, but does not anticipate conflicts. For information regarding CenturyLink's existing facilities or for construction coordination, contact Mr. Scott Wilson at (402) 572-6011.

Dawson Public Power District: Dawson PPD has an existing overhead power line and poles on the west side of N-10 that crosses the centerline of the new drive near Station 8001+10. The vertical clearance from existing ground to the existing electric line is approximately 21.9 feet. After construction of the drive, vertical clearance is designed to be approximately 20.9 feet. After the completion of drive grading, the Contractor shall request that Dawson PPD verify the clearance from the constructed grade to the existing electric line. For construction coordination or for information regarding existing facilities, please contact Rob Ecklund at (308) 324-2386.

Frontier Communications: Frontier has existing buried communication facilities near the project area, but does not anticipate conflicts. For information regarding existing facilities or for construction coordination, please contact the Mr. Dennis Clapper at (308) 236-6458.

Nebraska Central Telephone Company: NCTC has existing buried communication facilities near the project area, but does not anticipate conflicts. For information regarding existing facilities or for construction coordination, please contact the Mr. Kevin McGregor at (308) 468-6112.

Any utility work necessary will be done concurrently 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.
- The right of way has been acquired in accordance with the current Federal Highway Administration directives covering the acquisition of real property.
- All right of way clearance has been completed.
- All necessary rights of way, including control of access rights when pertinent, have been acquired including legal and physical possession.
- No individual or families were required to be relocated.
- Steps relative to relocation advisory assistance and payments for business and moving personal property as required by the current Federal Highway Administration directives covering the administration of the Highway Relocation Assistance Program are not required.

ENVIRONMENTAL COMMITMENT

Control No.: 42736

Project No.: MISC-10-2(1015)

Project Name: Bassway Strip Access

Below are the Conservation Conditions that will be required for this project. All conditions and regulations of any permit obtained for this project will be followed by the Contractor.

(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 and on the Green Sheet 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. 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-W 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: Dillon Dittmer, Highway Environmental Biologist, (402) 479-3568

General Conservation Conditions

- A-1 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 Federal Highway Administration. (District Construction, Contractor)
- A-2 Conservation Conditions.** Conservation conditions are to be fully implemented within the project boundaries as shown on the plans. (District Construction, Contractor)
- A-3 Early Construction Starts.** Request for early construction starts must be coordinated by the Project Construction Engineer with NDOR Environmental for approval of early start to ensure avoidance of listed species sensitive lifecycle timeframes. Work in these timeframes will require approval from the Federal Highway Administration and could require consultation with the USFWS and NGPC. (District Construction, Contractor)
- A-4 E&T Species.** If federal or state listed species are observed during construction, contact NDOR Environmental. Contact NDOR Environmental for a reference of federal and state listed species. (NDOR Environmental, District Construction, Contractor)

A-5 Refueling. Refueling will be conducted outside of those sensitive areas identified on the plans, in the contract, and/or marked in the field. (Contractor)

A-6 Restricted Activities. The following project activities shall, to the extent possible, be restricted to between the beginning and ending points (stationing, reference posts, mile markers, and/or section-township-range references) of the project, within the right-of-way designated on the project plans: borrow sites, burn sites, construction debris waste disposal areas, concrete and asphalt plants, haul roads, stockpiling areas, staging areas, and material storage sites.

For activities outside the project limits, the Contractor should refer to the Nebraska Game and Parks Commission website to determine which species ranges occur within the off-site area. The Contractor should plan accordingly for any species surveys that may be required to approve the use of a borrow site or other off-site activities. The Contractor should review Chapter 11 of the Matrix (on NDOR's website), where species survey protocol can be found to estimate the level of effort and timing requirements for surveys.

Any project related activities that occur outside of the project limits 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 submitted to the District Construction Project Manager prior to the start of the above listed project activities. The Contractor shall submit information such as an aerial photo showing the proposed activity site, a soil survey map with the location of the site, a plan-sheet or drawing showing the location and dimensions of the activity site, a minimum of 4 different ground photos showing the existing conditions at the proposed activity site, depth to ground water and depth of pit, and the "Platte River depletion status" of the site. The District Construction Project Manager will notify NDOR Environmental which will coordinate with FHWA for acceptance if needed. 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. (NDOR Environmental, District Construction, Contractor)

A-7 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)

S-2 Platte River Depletions. All efforts will be made to design the project and select borrow sites to prevent depletions to the Platte River. If there is any potential to create a depletion, NDOR (during design) and the Contractor (for borrow sites) shall follow the current Platte River depletion protocols for coordination, minimization, and mitigation. In general, the following are considered de minimis depletions but may still require agency coordination; a project which: a) creates an annual depletion less than 0.1 acre feet, b) creates a detention basin that detains water for less than 72 hours, c) any diverted water will be returned to its natural basin within 30 days, or d) creates a one-time depletion of less than 10 acre feet.

S-3 Revegetation. All permanent seeding and plantings (excluding managed landscaped areas) shall use species and composition native to the project vicinity as shown in the Plan for the Roadside Environment. However, within the first 16 feet of the road shoulder and within high erosion prone locations, tall fescue or perennial ryegrass may be used at minimal rates to provide quick groundcover to prevent erosion, unless state or federally listed threatened or endangered plants were identified in the project area during surveys. If listed **plants** were identified during survey, any seed mix requirements identified during resource agency consultations shall be used for the project. (NDOR Environmental)

- S-4 Sensitive Areas.** Environmentally Sensitive Areas will be marked on the plans, in the field, or in the contract by NDOR Environmental for avoidance. (NDOR Environmental, District Construction)
- S-5 Species Surveys.** If species surveys are required for this project, results will be sent by NDOR to the USFWS, NGPC, and if applicable COE. FHWA will be copied on submittals. (NDOR Environmental, District Construction)

Interior Least Tern

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 project location. 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)
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 project location. 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)

Piping Plover

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 project location. 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)
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 project location. 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)

River Otter

1. If work is confined to an area between the hinge-points of the roadway or bridge deck, work may proceed. If work is required off the bridge deck or roadway surface, 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 ½ mile of the active den until NDOR Environmental completes consultation. (NDOR Environmental, District Construction, Contractor)

Whooping Crane

1. Construction activities will not be initiated during Whooping Crane migration periods. (Spring migration: March 10 – May 10; and fall migration: September 16 – November 16). (NDOR Environmental, Construction, Contractor)

OR

2. If construction activities occur during Whooping Crane migration periods (spring migration: March 10 – May 10; and fall migration: September 16 – November 16), NDOR or a qualified biologist will perform surveys according to protocol during construction activities (**prior to the start of daily construction activities**). If species are present, the District will notify the Contractor to stop work within ½ mile of the whooping crane and follow the protocol to determine when work can resume (**also not initiate work if species is found in the morning survey**). Options for resuming work may include but are not limited to: (NDOR Environmental, Construction, Contractor)
 - a. Construction activities are limited to the hours from 10:00 a.m. to 4:00 p.m. (CST) during the migration period, unless morning survey indicates Whooping Cranes are not present.
 - b. If a whooping crane is observed during the survey within ½ mile of the project but departs the area (further than ½ mile from the project), then work can resume. Document this departure according to protocol.

AND

3. For the **whooping crane**, nighttime work with lights from March 10 - May 10 and September 16 - November 16 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. Approval from these agencies is required. (NDOR Environmental, District Construction, Contractor)

Bald and Golden Eagle Protection Act

- Suitable bald eagle nesting and/or roosting 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. Eagle roosting surveys will be conducted if construction occurs between October 1 and January 31.

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

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

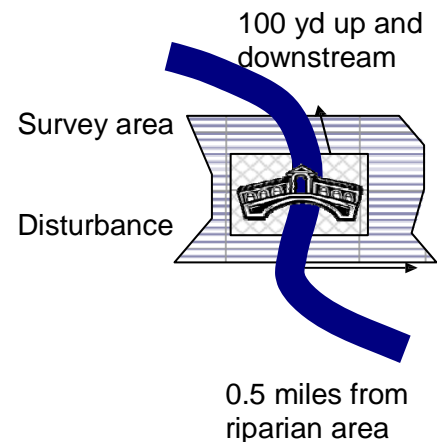
River otter surveys are designed to ensure awareness and resolution to any potential conflicts between the river otters and potentially disruptive human activities. This is a highly mobile species, and if present, is likely to leave during disturbance. However, otters are especially susceptible to disturbance 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. Toweill. 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.

Poechla, 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.

Whooping Crane Fact Sheet

Whooping Crane (*Grus americana*)

Order: *Gruiformes*

Family: *Gruidae*

Status: State and Federally Endangered



Whooping Cranes in Flight



Foraging Whooping Cranes



Adult with juvenile

The Whooping Crane (*Grus americana*) is a federal and state listed endangered migratory species. The Whooping Crane was federally listed as endangered in 1967. Major river systems used by whooping cranes in Nebraska include the Platte, Loup, Republican, and Niobrara rivers. Additionally, a 3-mile-wide, 56-mile-long reach of the Platte River between Lexington and Denman, Nebraska, has been federally designated as critical habitat for whooping cranes. (Information from U.S. Fish and Wildlife Service)

Description: L 52"(132 cm) W 87"(221 cm). Sexes similar but males are larger. White body with red and black facial markings. Yellow bill and long dark legs. Immature is white with tawny head and neck, and reddish-brown mottling on rest of body. **Habitat:**

In Nebraska is found along the Platte Valley, with its wide slow moving river and associated sandbars and islands. Nearby wet meadows, croplands, and marshlands are important for foraging. **Status/Range:** Occasional spring and fall migrant along Platte Valley. 90% of sightings within 30 miles of Platte River, and 80% occurred between Lexington and Grand Island. **Call:** Shrill "ker-loo-ker-lee-loo" trumpet.

Comments: Endangered. Management and protection programs slowly succeeding.

Similar: Sandhill Crane, Snow Geese, and especially American White Pelicans in flight.

(Information from Nebraska Game and Parks Commission website)



The Whooping Crane is one of the rarest birds in North America and also one of the largest.

Whooping cranes are vulnerable to accidents during migration. Each spring they travel north from their wintering grounds around Aransas National Wildlife Refuge in Texas to their breeding grounds in Wood Buffalo National Park in central Canada (2,400 miles). Each fall this route is reversed. Their journey traverses eastern Montana, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma and Texas. In Nebraska, they stop to rest and feed on the Platte, North and Middle Loup and Niobrara Rivers.

(Information taken from the USFWS Draft Revised International Whooping Crane Recovery Plan Jan 2005)

Whooping Crane Survey Protocol

Whooping Cranes 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:

- Spring Migration – March 10 – May 10
- Fall Migration – September 16 – November 16

NDOR will receive migration updates from USFWS. Surveys are to be conducted 3 times a week until Whooping Cranes are reported in South Dakota (Fall) or Kansas (Spring), then they will be required daily. If all Whooping Cranes have moved out of the area, NDOR and USFWS will consult and no further surveys may be necessary.

Bridge Projects (Roosting Survey)

Time of Survey:

- Prior to sunrise (published clock time) to make use of the beginning daylight hours, record start and stop time
- *Optional* evening survey (after 4:00 p.m.) to check for birds potentially coming into roost
- Do east side of bridge first to reduce glare from sun.

Method of Survey:

- Stand at the four corners of the bridge – look at all up and down stream channels as far as you can see
- Use binoculars or spotting scope
- Watch for at least 15 minutes overall
 - Look for bird movements – possibly moving within channel among vegetation
 - Look for Whooping Cranes among Sandhill Crane groups
- If cloudy, overcast or foggy and visibility is reduced to below 0.5 miles, allow time for clearing– take additional time to ensure the best survey possible

Linear Projects (Foraging Survey)-not crossing a major river

Time of Survey:

- Survey project within one hour of start of workday, with at least one survey done no later than 10 a.m. Record start and stop time.
- Survey by driving the area of project to be worked on that day and searching fields for birds within 0.5 miles of project.

For projects which are a combination of bridge and linear work use both methods.

If Whooping Cranes are not seen during the morning survey, work may begin after completion of the survey.

If Whooping Cranes are spotted within 0.5 miles of the active construction:

- Do not start work.
- Stop work if seen at times other than the morning survey.
- Contact NDOR Environmental Section: Melissa Marinovich (402) 479-3546, or Zach Cunningham, (402) 479-4464.
- Melissa Marinovich or Zach Cunningham will contact USFWS and NGPC for further instructions.
- Do not resume work at the bridge or within 0.5 mile of the abutments until NDOR Environmental Section relays the "all clear" message to the Project Manager.
- Work can begin or resume if birds move off; record sighting, bird departure time, and work start time on survey form.

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.

(See timing diagram)

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.

(See timing diagram)

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

Bald Eagle Survey Recommendations
 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		Fledging Young		Fledging Young		Winter activities		nest building		winter activities
	Winter Activities		Egg laying and incubation										
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

Nebraska Department of Roads
**Floodplain/Floodway Development
 Permit/Application**

RECEIVED

APR 11 2013

ENVIRONMENTAL SECTION

Permit Application No. 2013-007F
Date: 4/2/13

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: New Access Driveway
3.	Specific Location of Development: N-10 M.M. 47+40
4.	Complete this section if the proposed development involves the improvement of a structure (i.e., walled and roofed building). Pre-improvement Value of Structure: \$ Cost of Improvement: \$

The following section is to be completed by the community official:

5.	Is the development Substantial Improvement? (see #4)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6.	Is the development in an identified floodplain?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, complete the following:			
a.	Elevation of the Base (100-Year) Flood Ft.	MSL/NGVD 29 or NAVD 88
b.	Elevation/Floodproofing Requirement (if applicable) Ft.	MSL/NGVD 29 or NAVD 88
c.	Is the development in a designed Floodway?		
	<input 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.	
	<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.	

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

This permit is issued with the condition that the lowest floor (including basement) of a new or substantially improved nonresidential building will be elevated or floodproofed at least one foot above the base flood elevation. NDOR will provide certification by a registered Engineer, Architect, or Land Surveyor that these provisions are met.

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

DeAnn Klein 4/9/13
 Local Authorizing Official (Name & Title) Date
 Floodplain Administrator

Ray Wald for 4/2/13
 NDOR Environmental Permits Manager Date

Tony Ringenberg

Project Name: Bassway Strip Access	
Project No.: MISC-10-2(1015)	
Control No.: 42736	Structure No.: NONE

**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.

**SHOP PLANS
(A-43-1108)**

Paragraph 5. of Subsection 105.02 in the *Standard Specifications* is amended to provide that the Contractor may furnish shop plans on half-size plan sheets [11x17 inches (297x420 mm)], provided all information is legible.

**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-43-0813)**

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.

**ELECTRONIC SHOP DRAWINGS
(A-43-0813)**

Subsection 105.02 of the Standard Specifications is amended to include the following:

8. a.(1) The Contractor may provide electronic working drawings in a Portable Document Format (PDF). The PDFs shall be sized to print on an 11 x 17 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.

(2) Electronic working drawing files shall be named with the following file naming format:

Control Number_Brief Description_Date.pdf

For example: 12345_FloorDrains_12May2013.pdf

(3) The project number, control number, and project location as it appears on the plans shall be shown on each sheet of the shop drawings. Structure numbers shall be included, if applicable.

b. 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. The letter of approval shall clearly indicate that the Contractor is responsible for any errors on the working drawings.

c.(1) Electronic submittals shall be submitted by email to the following address:

DOR.ShopDrawings@nebraska.gov

(2) Attachments shall be limited to 25 MB of data per email. Larger files shall be separated and sent in multiple emails.

(3) Electronic working drawings will only be accepted from the Prime Contractor.

**LIABILITY INSURANCE
(A-55-0611)**

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. 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.

- 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).

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

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

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

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-3-0509)

Section 204 in the Standard Specifications is void.

CONSTRUCTION STORMWATER MANAGEMENT CONTROL (B-3-0509)

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. 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.
- 3. a. The Contractor shall take sufficient precautions to prevent pollution of the waters of the state, the project site, and adjacent property with construction debris, petroleum products, chemicals, or other harmful materials.
 - b. The Contractor shall conduct and schedule the operations to avoid interference with any protected species.

- c. The Contractor shall comply with all applicable statutes relating to pollution of the waters of the state and fish and game regulations.
4. 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.
5. The erosion and sediment control measures shall continue until the permanent drainage facilities have been constructed and the slopes are sufficiently vegetated to be an effective erosion deterrent or until tentative acceptance of the work.
6. All erosion and sediment control measures shall be properly maintained by the Contractor.
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-3-0509)

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 unless an equal amount of finished grading and seeding has been completed in the previously opened area. 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 require 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 live streams and wetlands will not be allowed, unless explicitly allowed in the contract.

**CONSTRUCTION METHODS
(B-3-0509)**

General

1. The Contractor shall conduct all construction activities to control sediment and avoid soil erosion.
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 construction work areas located outside the right-of-way, such as borrow pit operations, haul roads, plant sites, staging areas, 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 areas.
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. The installation of all erosion and sediment control items shall be installed by qualified 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 NDOR-Certified Erosion and Sediment Control Inspector. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be present at each site during installation to direct and inspect all erosion and sediment control BMP installations.
c. The Contractor shall notify the Engineer of all Contractor NDOR-Certified Erosion and Sediment Control 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 NDOR Certified Erosion and Sediment Control 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 NDOR Standard Plan or the manufacturer's instructions.

**ENVIRONMENTAL COMMITMENT DOCUMENT
(B-3-0509)**

General

This specification establishes the required documentation included in the Environmental Commitment Document and Project Erosion and Sediment Control Inspection. The Department and the Contractor, as co-permittees, will comply with all conditions required by the current NPDES Construction Storm Water General Permit.

Environmental Commitment Document

1. An Environmental Commitment Document will be created by the Department to identify all project specific environmental commitments, when applicable.
 - a. (Pre-Bid) The Department will provide information related to commitments made for but not limited to:
 - i. Storm Water Pollution Prevention Plan.
 - ii. U. S. Army Corps of Engineers 404 Permit.
 - iii. Nebraska Department of Environmental Quality 401 Water Quality Certification.
 - iv. State Title 117 Waters (COE Non-Jurisdictional).
 - v. Floodplain Permit.
 - vi. Historic Clearance.
 - vii. Threatened & Endangered Species Clearance.
 - viii. FHWA Environmental Clearance.
 - ix. NPDES Construction Stormwater Permit (within Right-of-Way limits, only).
 - x. Conservation Measures.
 - xi. Migratory Bird Treaty Act.
 - xii. Other pertinent issues.
 - b. (Post-Bid) The Contractor shall provide the following information that will be included in the Environmental Commitment Document but not limited to:
 - i. Temporary Erosion Control Plan.
 - ii. Spill Prevention and Control Plan.
 - iii. Name and telephone number of the Contractor's representative responsible for the Environmental Commitments.
 - iv. Name and telephone number of the employees that are NDOR-Certified Erosion and Sediment Control Inspectors.
 - v. Construction Schedule/Critical Path.

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 submittal of the Temporary Erosion Control Plan, the approval to increase the maximum surface area, or any payment for or acceptance of any or all of the work shall not operate as a waiver of the Contractor's responsibility under this specification.
3. The Temporary Erosion Control Plan shall be amended as work progresses and site conditions change.
4. The Temporary Erosion Control Plan will be reviewed at the project progress meeting. All active Contractors will have their Inspectors present, and work as a team to determine Temporary Erosion Control BMP's as they are needed.
5. Payment for preparing the Temporary Erosion Control Plan is subsidiary to items that direct payment is made.

Spill Prevention and Control Plan

1. The Contractor shall prepare and submit the Spill Prevention and Control Plan prior to the start of any work. The Contractor shall not begin work until the Spill Prevention and Control Plan has been submitted to the Engineer and appropriate Spill Prevention and Control measures are in place.
 - a. Spill Prevention and Control Plan should clearly state measures to stop the source of the spill, contain the spill, clean up the spill, dispose of contaminated materials, and train personnel to prevent and control future spills.
 - b. Spill Prevention and Control Plans are applicable to construction sites where hazardous wastes are stored or used. Hazardous wastes include, but not limited to: pesticides, paints, cleaners, petroleum products, fertilizers, and solvents.
2. The Spill Prevention and Control Plan will be included in the Environmental Commitment Document.
3. Direct payment will not be made for the Spill Prevention and Control Plan.

Storm Water Pollution Prevention Plan (SWPPP)

1. The Contractor shall comply with all conditions required by the current NPDES Construction Storm Water General Permit.
2. The Department will prepare the NDOR Project SWPPP for construction activities causing a land disturbance within the Right-of-Way, temporary easements, and permanent easements of one (1) acre or more.
 - a. Areas of construction support activities located on private property, obtained by the Contractor, are not included in the NDOR Project SWPPP.

3. The Engineer and the Contractor will perform inspections as required by the current NPDES Construction Storm Water General Permit. Payment for project inspection is subsidiary to items that direct payment is made.
4. 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.
5. 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.

Project Erosion and Sediment Control Inspection

1. Inspections must be conducted by a NDOR-Certified Erosion and Sediment Control Inspector. The Contractor and the Engineer shall conduct inspections in accordance with the NPDES Construction Storm Water General Permit.
2. The NDOR-Certified 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.
3. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be responsible for ensuring that all BMPs are installed in accordance with NDOR Specifications, Special Provisions, NDOR Standard Plans, or the manufacturers' recommended installation instructions. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector shall be capable of reading and interpreting these documents. The Inspector shall be familiar with product and structural BMPs. The Contractor's NDOR-Certified Erosion and Sediment Control Inspector is required to 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.
4. Payment for project inspection is subsidiary to items that direct payment is made.

ENVIRONMENTAL COMMITMENT DOCUMENT ENFORCEMENT (B-3-0509)

General

1. This specification establishes a disincentive assessment for the Contractor's failure to comply with 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 U. S. Army Corps of Engineers 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 Plans, Specifications, and Contract requirements for the Environmental Commitment Document.

Conditions

- 1. a. The count of Working Days and Calendar Days shall continue during the time period that corrective work is being performed.
 - i. Delays to the project as a result of the Contractor conducting corrective actions for the Environmental Commitment Document shall not constitute a valid reason for an extension of the contract time allowance.
- b. The Contractor shall begin maintenance operations, provide adequate equipment and personnel, and diligently pursue the work without cessation until all deficiencies have been corrected.

Corrective Actions

- 1. a. Deficiencies shall be corrected within seven calendar days of notification. When deficiencies are not corrected within seven calendar days, the Engineer will make a disincentive assessment to the contract as stated herein.
- 2. If soil, weather, or other conditions prevent the Contractor from completing the corrective actions within seven 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 Corrective Action Plan within 48 hours. Corrective work shall continue while the 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 to the Engineer, the Contractor will be allowed to proceed with the plan as proposed without incurring a disincentive assessment. If work described in the approved Corrective Action Plan does not commence as proposed, the Engineer may immediately invoke the NDOR Environmental Commitment Control Deficiency Notification Shut-Down Notice.

3. The Engineer may require the Contractor to provide a written Procedures Plan. The Procedures Plan shall detail the process to prevent reoccurrence of deficiencies. The written Procedures Plan shall be provided within seven 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.

Notification

1. Deficiencies will be documented using the NDOR Environmental Commitment Deficiency Notification Form and the Corrective Action Log.
2. Initial Notice:
 - a. The Initial Notice will notify the Contractor of Environmental Commitment deficiencies and direct that they be corrected.
 - b. If all corrective work is completed within the time allowance shown in the initial notice or time shown in the Contractor's approved Corrective Action Plan, a disincentive assessment will not be imposed upon the Contractor.
3. Shut-Down Notice:
 - a. If all corrective work identified in the Corrective Action Log attached to the Initial Notice has not been completed at the end of the seventh calendar day after the Initial Notice Date, a Shut-Down Notice will become effective on the eighth calendar day after the Initial Notice Date.
 - b. All current operations shall cease as of the date and time cited by the Shut-Down Notice. The Contractor shall only work on Environmental Commitment deficiencies. After the Shut-Down Notice, the penalty day assessment will be counted as a Calendar Day.

Disincentive Assessments

1. If the corrective work is not complete within seven Calendar Days after the Initial Notice, a disincentive assessment of \$250.00 per Deficiency Location per Calendar Day for each Deficiency Location remaining uncorrected will begin on the eighth calendar day after the Initial Notice Date and continue through and count the day the last corrective work was completed for each Deficiency Location.

Corrective Action Incentive

1. The Contractor shall comply with the NPDES Construction Storm Water General Permit to correct all pollution prevention control deficiencies within 7 calendar days from when the Contractor was notified of the Environmental Commitment deficiencies and prior to the next storm event. The Contractor shall begin maintenance operations, provide adequate equipment and personnel, and diligently pursue the work --- without cessation --- until all deficiencies have been corrected.

2. The Department will pay an incentive as outlined in Table A when the Contractor is notified by the Environmental Commitment Deficiency Notification and Corrective Action Log and commences work to correct deficiencies resulting from a storm event that exceeded 0.50 inch of rain. One payment per notification will be made. Multiple deficiencies may be included in one notification.

Table A	
Corrective Action Incentive Payment Schedule	
Incentive to commence corrective work within:	
24 Hours of Notification	\$300.00
48 Hours of Notification	\$200.00

3. An incentive payment will not be paid if corrective work does not commence as outlined in Table A and completed within 7 days, or if an unscheduled visit coincides with a normally scheduled visit.
4. An incentive payment will not be paid for scheduled maintenance visits, expected to occur every 14 days, or pollution prevention BMP installations, maintenance, and removals required due to daily Contractor operations.
5. Immediate Action Deficiencies are not eligible for incentive payment.

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 Notification Form. The corrective work for Immediate Action Deficiencies shall begin immediately and continue without cessation until completed.
2. The Contractor will be assessed a disincentive assessment of \$500.00 per Deficiency per Calendar Day for failure to begin corrective actions or failing to continue to completion.
3. Examples of Immediate Action Deficiencies include but not limited to:
 - a. Threatened & Endangered Species habitat protection deficiencies
 - b. U. S. Army Corps of Engineers 404 Permit Noncompliance
 - c. Petroleum Spills/Tank Leakage
 - d. Hazardous Material Spills

Rights Reserved

1. The Department reserves the right to initiate and perform corrective action on any deficiencies and then assess the costs to perform the work against the Contractor.
2. The Contractor shall be liable to the Department for any and all costs incurred by the Department as a result of the Contractor's actions, inactions, or for failure to comply with the NPDES Construction Storm Water General Permit, U. S. Army Corps of Engineers 404 Permit, or any other applicable permit.

3. It is expressly understood that the provisions of this specification will not relieve the Contractor of his/her responsibilities nor shall it relieve the surety of its obligation for and concerning any just claim.

**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).

EROSION CONTROL

Subsection 807.02 in the Standard Specifications is amended to include the following:

Erosion Control	Minimum Purity	Application Rate in lb. of Pure Live Seed/1000 SY
Slender wheatgrass	85	1.25
Perennial ryegrass – Linn	85	1
Canada wildrye – Mandan, Nebr. or IA native	85	0.75
Western wheatgrass – Flintlock, Barton	85	1
Sand lovegrass – Bend, Nebraska 27	90	0.2
Little bluestem – Blaze, Camper, Cimarron	60	0.5
Buffalograss – Bison, Cody, Texoka Sharp's Improved	80	1
Big bluestem – Bonanza, Champ, Pawnee, Roundtree	60	0.75
Sideoats grama – Butte, El Reno, Trailway	75	0.75
Prairie cordgrass (Spartina pectinata)		0.5
Oats/Wheat*	90	6

* 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 1000 SY (Min.)
Available Nitrogen (N ₂)	4 or 9 lbs.
Available Phosphoric Acid (P ₂ O ₅)	23 or 24 lbs.

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

Nitrogen (Total Available)	0 lbs.
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EROSION CONTROL

Subsection 807.01 is void and superseded by the following:

This work shall consist of the preparation of slopes and waterways and the furnishing and application of soil retention blankets at the locations shown in the plans.

Subsection 807.02

Paragraphs 2., 2.a., 2.b. and 2.c. are void and superseded by the following:

Wire staples shall be used for anchoring the soil retention blanket. The staples shall be a minimum of 13 gauge U-shaped steel wire with a 1 inch or larger throat with at least 6 inch long legs.

Paragraph 5. is void.

Subsection 807.03

Paragraph 6.c. is void.

Paragraphs 7.a.i. and 7.a.ii. are void.

Paragraph 8. is void.

Paragraph 1. of Subsection 807.05 is amended to include the following:

Pay Item	Pay Unit
Erosion Control, Class_____	Square Yard (SY)

END ANCHORAGE ASSEMBLY

Section 902 in the Standard Specifications is amended to include the item “End Anchorage Assembly”.

Paragraph 1. of Subsection 902.05 is amended to include the following:

Pay Item	Pay Unit
End Anchorage Assembly	Each (ea)

**TIMBER AND LUMBER
(J-5-0711)**

Paragraphs 2.a. and 2.b. of Subsection 1075.02 in the Standard Specifications are void and superseded by the following:

- 2. a. The creosote, pentachlorophenol and copper naphthenate preservative treatment for timber and lumber shall be by the Empty-cell (Rueping) Process; and, where allowed, the ammoniacal copper arsenate (ACA), chromated copper arsenate (CCA), and ammoniacal copper zinc arsenate (ACZA) preservative treatment for timber and lumber shall be by the Full-cell (Bethel) Process. Treatment shall conform to the requirements as specified in T1-Use Category System: User Specification for Treated Wood of the American Wood-Preservers' Association Standards and AASHTO M 133. Preservatives shall meet the requirements of Section 1076.
- b. Preservative Treatment. The preservative treatment and minimum retentions for timber and lumber shall conform to the requirements as specified in U1-Use Category System: User Specification for Treated Wood of the American Wood Preservers' Association Standards as amended herein. Minimum retentions for all timber and lumber shall conform to Use Category UC4C. Minimum retentions for fence posts shall conform to Use Category UC4A. Timber and lumber to be treated with ammoniacal copper arsenate or ammoniacal copper zinc arsenate shall be dried to the fiber saturation point required to put the timber into

satisfactory condition to accept the preservative and attain the required preservative retention and penetration. After treatment, with the exception of offset blocks and posts for guardrail terminals systems, the material shall be redried and have a moisture content of not more than 30 percent at the time of shipment to the job site.

Paragraph 1.b. of Subsection 1075.05 is void and superseded by the following:

- b. Species. Unless otherwise specified, sawn wood guardrail posts shall be either Douglas Fir (Coast Region) or Southern Yellow Pine.

Wood offset blocks shall be either Douglas Fir (Coast Region), Southern Yellow Pine (major or minor species), or Ponderosa Pine.

**REINFORCED CONCRETE PIPE, MANHOLE RISERS,
AND FLARED END SECTIONS
(J-21-0108)**

The AASHTO reference made in paragraphs 4.a. and 4.b. of Subsection 1037.02 in the Standard Specifications is amended to read AASHTO M 170 / M 170M-95.

The AASHTO reference made in paragraph 5. of Subsection 1037.02 is amended to read AASHTO M 206 / M 206M-95.

The AASHTO reference made in paragraph 6. of Subsection 1037.02 is amended to read AASHTO M 207 / M 207M-95.

Paragraph 8. of Subsection 1037.02 is void and superseded by the following:

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

**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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400INFDEC13

BORROW, WASTE, STOCKPILE, AND PLANT SITE APPROVAL..... 33

BUY AMERICA 32

CONSTRUCTION DETAILS 40

CONSTRUCTION METHODS..... 44

CONSTRUCTION STORMWATER MANAGEMENT CONTROL..... 42

CONTRACT TIME ALLOWANCE 30

ELECTRONIC SHOP DRAWINGS 37

END ANCHORAGE ASSEMBLY 54

ENVIRONMENTAL COMMITMENT 8

ENVIRONMENTAL COMMITMENT DOCUMENT..... 45

ENVIRONMENTAL COMMITMENT DOCUMENT ENFORCEMENT 47

EROSION CONTROL 53

EXCAVATION AND EMBANKMENT 41

FLOODPLAIN PERMIT..... 24

FUEL COST ADJUSTMENT PAYMENT 40

GENERAL CLEARING AND GRUBBING 42

GENERAL CONDITIONS 6

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC 28

LIABILITY INSURANCE 37

LIMITATION OF OPERATIONS 43

PARTIAL PAYMENT 31

PROPOSAL GUARANTY 55

PROPOSAL GUARANTY BID BOND 27

REINFORCED CONCRETE PIPE, MANHOLE RISERS, AND FLARED END SECTIONS..... 55

REQUIRED SUBCONTRACTOR/SUPPLIER QUOTATIONS LIST 27

SHOP PLANS 28

SPECIAL PROSECUTION AND PROGRESS

(Federal Immigration Verification System)..... 29

(Migratory Birds)..... 25

(Subletting or Assigning of Contract)..... 34

STATUS OF RIGHT OF WAY..... 7

STATUS OF UTILITIES 6

STORM WATER DISCHARGES 26

TEMPORARY TRAFFIC CONTROL DEVICES

(Type II Barricades, Reflectorized Drums, 42" (1070 mm) Reflective Cones, and Vertical Panels)..... 51

TEMPORARY WATER POLLUTION CONTROL..... 42

TIMBER AND LUMBER..... 54

TYPE B HIGH INTENSITY WARNING LIGHTS 51

VALUE ENGINEERING PROPOSALS (VEP) 28

WATER 41

WORK ZONE TRAFFIC CONTROL SIGNS 52

WORKER VISIBILITY 28

NEBRASKA DEPARTMENT OF ROADS

PAGE: 1
DATE: 11/04/13

SCHEDULE OF ITEMS

CONTRACT ID: 4736X

PROJECT(S): MISC-10-2(1015)

CALL ORDER NO. : 400

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 GROUP 1 GRADING						
0001	0001.10 BARRICADE, TYPE III	39.000 BDAY	.		.	
0002	0001.90 SIGN DAY	78.000 EACH	.		.	
0003	0003.10 FLAGGING	10.000 DAY	.		.	
0004	0030.10 MOBILIZATION	LUMP		LUMP		.
0005	1009.00 GENERAL CLEARING AND GRUBBING	LUMP		LUMP		.
0006	1011.00 WATER	12.000 MGAL	30.00000		360.00	
0007	1030.00 EARTHWORK MEASURED IN EMBANKMENT	541.000 CY	.		.	
0008	1102.00 REMOVE ASPHALT SURFACE	22.000 SY	.		.	
0009	1111.00 REMOVE FENCE	84.000 LF	.		.	
0010	1701.24 24" DRIVEWAY CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8	82.000 LF	.		.	

NEBRASKA DEPARTMENT OF ROADS

PAGE: 2
DATE: 11/04/13

SCHEDULE OF ITEMS

CONTRACT ID: 4736X

PROJECT(S): MISC-10-2(1015)

CALL ORDER NO. : 400

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0011	7011.20 W-BEAM GUARDRAIL	50.000 LF	.		.	
0012	7017.00 REMOVE GUARDRAIL	75.000 LF	.		.	
0013	7022.00 END ANCHORAGE ASSEMBLY	1.000 EACH	.		.	
0014	9110.01 RENTAL OF LOADER, FULLY OPERATED	5.000 HOUR	.		.	
0015	9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	5.000 HOUR	.		.	
0016	9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	5.000 HOUR	.		.	
0017	9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	5.000 HOUR	.		.	
0018	L019.13 EROSION CONTROL, CLASS 1D	600.000 SY	.		.	
0019	L022.90 TEMPORARY SILT FENCE	100.000 LF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	