



# North Dakota Department of Transportation

Grant Levi, P.E.  
*Director*

Doug Burgum  
*Governor*

February 27, 2017

## ADDENDUM 1 – JOB 33

TO: All prospective bidders on project SOIB-CPU-TRP-4-083(130)920, Job No. 33  
scheduled for the March 17, 2017 bid opening.

The following plan and request for proposal revisions shall be made:

### Plan Revisions:

**Remove and replace sheets 6-1 and 6-12 with the enclosed sheets revised 2/22/17.**

#### Sheet 6-1:

Note 201-P01 CLEARING & GRUBBING was revised. The time limits for tree removal was removed.

#### Sheet 6-12:

Note EN-2 NORTHERN LONG-EARED BAT was deleted.  
Remaining notes were renumbered.

### Request for Proposal Revisions:

**Add Special Provision SP 415(14) RAILROAD REQUIREMENTS.**

This addendum is to be incorporated into the bidder's proposal for this project.

A handwritten signature in cursive script, reading "Cal J. Gendreau".

CAL J. GENDREAU – CONSTRUCTION SERVICES ENGINEER

80:plm

Enclosure

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**RAILROAD REQUIREMENTS**

**Project # 4-083(130)920 – PCN 20749**

This Special Provision incorporates the Construction and Maintenance Agreement entered into by and between the North Dakota Department of Transportation and the Canadian Pacific Railroad (CP).

Bidders shall become familiar with all the provisions of the agreement and submit their bid for the construction of this Project based on a plan for construction which will meet all conditions of the agreement.

The Contractor on this Project shall be responsible for fulfilling all the applicable requirements and complying with all the terms and conditions as contained in the Construction and Maintenance Agreement attached hereto.

The Contractor shall be responsible for coordinating all flagging activities with CP's Roadmaster. The Contractor shall submit a weekly schedule of work activities and documentation of all discussions with CP's Roadmaster coordinating flagging activities to the Engineer. If the Contractor fails to coordinate flagging activities and provide the required documentation, the Contractor will pay for flagging deemed unnecessary by the Department.

The Department will make the payments to the Railroad for all flagging. Monies due from the Contractor for unnecessary flagging will be withheld from money owed the Contractor on this project or future projects.

(Construction and Maintenance Agreement with CP attached.)

NDDOT  
ORIGINAL

**North Dakota Department of Transportation  
CONSTRUCTION AND MAINTENANCE AGREEMENT**

Project: NH-4-083(130)920  
PCN 20749

NDDOT Bridge No. 0083-920.697 L  
US Highway 83 West Bypass  
One Mile North of JCT 2 and 52

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Soo Line Railroad Company d/b/a Canadian Pacific (CP), hereinafter referred to as the Railroad, whose address is 120 South 6<sup>th</sup> Street, Suite 900, Minneapolis, Minnesota.

WITNESSETH:

WHEREAS, NDDOT wishes to construct a new overhead bridge adjacent to the existing bridge carrying US Highway 83 West Bypass southbound traffic over the CP Railway tracks in North Dakota, and

WHEREAS, the parties desire the project to be constructed in accordance with plans and specifications to be prepared by NDDOT, and

WHEREAS, NDDOT will undertake the construction of said project, using federal funds, and the Railroad will accept the execution of NDDOT's project upon the terms and conditions herein stated, and

NOW, THEREFORE, in consideration of the premises and the mutual dependent promises hereafter contained, the parties agree as follows:

**I.**

The Railroad, by signature of this agreement, approves of the bridge plan as shown on Exhibit B, attached hereto and made a part hereof.

**II.**

NDDOT shall submit to Railroad prior to the commencement of any work, plans and specifications of the work to be done on Railroad's right-of-way. No work shall be commenced on Railroad's right-of-way before a notice to proceed is given by Railroad's Manager Public Works to NDDOT.

Nothing provided in this agreement with respect to plans and specifications shall be construed or deemed to be a ratification or an adoption by Railroad of plans and specifications as its own.

### III.

During construction, clearance may be restricted to not less than ten (10) feet horizontally measured from the centerline of track and at twenty-two (22) feet vertically measured from top of rail; provided, however, that the contractor shall first obtain the Railroad's permission for said restricted clearance.

### IV.

NDDOT (by its contractors) and Railroad shall perform the various items of work to the satisfaction of the Railroad and in accordance with the plans and specifications as agreed to by Railroad and NDDOT:

- A. WORK TO BE PERFORMED BY NDDOT OR ITS CONTRACTOR AT EXPENSE OF NDDOT.
  - 1. Except as provided by this agreement, furnish all plans, engineering supervision (including construction surveying), labor, materials, supplies, and equipment necessary to complete the project.
  - 2. Construct a new bridge adjacent to the existing bridge.
  - 3. Provide that the drainage of surface water from the overpass will not be deposited on the Railroad's tracks, including adjustment of grades, which will be done to the Railroad's satisfaction.
  - 4. Perform any work not required of the railroad that is necessary to complete the project in conformity with the plans and specifications.
- B. WORK TO BE PERFORMED BY RAILROAD WITH ITS OWN FORCES.
  - 1. Provide flagging, protective services, and devices as deemed necessary for the work of NDDOT or its contractor.
  - 2. Furnish engineering and inspection as required in connection with the construction of the Project. The rate of the Project Oversight/Inspector will be \$150.00/hour. Estimated hours will be 25% of flagging hours required.
  - 3. If a suitable and safe location exists and the contractor needs a temporary construction crossing across the existing tracks, the location and the cost of the crossing shall be agreed upon by the NDDOT's contractor and the Railroad. The Railroad shall install and remove the temporary construction crossing and furnish all materials necessary to provide for such crossing, all at the expense of the NDDOT's contractor.



## V.

All work to be done by NDDOT or its contractor on Railroad's right-of-way or in the vicinity of Railroad's tracks shall be done in a manner satisfactory to Railroad and shall be performed at such a time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of Railroad. NDDOT will require its contractor to use all care and precaution necessary to avoid accident or damage to, or interference with, Railroad's tracks or trains, and to notify Railroad's Manager Public Works a sufficient time in advance whenever the contractor is about to perform work on or adjacent to Railroad's right of way and tracks to enable Railroad to furnish flagging and such other protective services and devices as in Railroad's judgment may be necessary to ensure safety of railroad operation. Wherever safeguarding of trains or traffic of railroad is mentioned in this agreement, it is intended to cover and include all users of Railroad's tracks having permission for such use.

NDDOT will reimburse Railroad directly for all costs incurred for flagging and other protective services/devices furnished and for engineering and inspection performed by the railroad. Bills for flagging and other protective services and devices and for engineering and inspection services ascertained in accordance with the provisions of 23 CFR 646-B and 23 CFR 140-I and other pertinent instructions issued by the Federal Highway Administration, Department of Transportation, will be submitted by Railroad to NDDOT.

Payment to the Railroad will be made by the NDDOT upon receipt of a request for payment from the Railroad. The request for payment shall be made to:

North Dakota Department of Transportation  
Jon Ketterling, Bridge Engineer  
608 East Boulevard Avenue  
Bismarck ND 58501-0700

If Railroad enters into a contract or agreement with a contractor to perform any of the work which railroad is required to perform under the terms of this agreement by reason of the construction of NDDOT's project, Railroad, for itself, its assigns, and successors in interest, agrees that it will not discriminate in the choice of contractors and will include all non-discrimination provisions set forth in Exhibit B, attached hereto and made a part hereof.

Railroad will submit complete billing for flagging and other protective services and devices within one hundred twenty (120) days after completion of the project. NDDOT will review all billings and pay all accepted billings within 90 days from the date the billing is received by the NDDOT.

Attached Exhibit A is a statement of conditions when flagmen and other services and devices will be furnished by Railroad, attached hereto and made a part hereof.

## VI.

Pre-award audits will be required by NDDOT on all contracts in excess of \$50,000, and may be required in other instances.

A commercial contractor will be audited by NDDOT to ensure compliance with applicable laws

and regulations. The financial value of the contract is not a deciding factor on this type of audit.

## **VII.**

NDDOT shall require that should the contractor in any way interfere with Railroad operations or damage property during construction operations over company's tracks and right-of-way, the contractor shall stop his work to allow the Railroad to investigate and make necessary repairs at contractors' sole cost and expense. No work will proceed until authorized by the Railroad.

## **VIII.**

The Contractor, for work on or adjacent to the Railway right-of-way, will indemnify and hold harmless the Railway and any other railroad company occupying or using the Railroad's right-of-way or line of railroad against all loss, liability, and damage arising from activities of the Contractor, its forces or any of its subcontractors or agents, and will further provide the following insurance coverages:

- A. Before commencing any work under this agreement, Contractor must provide and maintain in effect insurance, at Contractor's expense, covering all of the work and services to be performed hereunder by the Contractor and each of its subcontractors, as described below.
  - 1. Worker's Compensations coverage is as required by state law. If the Contractor is not covered by the North Dakota Workers Comp Act, the Contractor shall provide employers liability policy. The certificate for this policy must contain a specific waiver of the insurance company's subrogation rights against the Soo Line Railroad Company.
  - 2. Commercial general liability insurance covering liability, including but not limited to public liability, personal injury and property damage, with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Where explosion, collapse, or underground hazards are involved, the X, C and U exclusions in Aon Risk Services, Inc., policy must be removed. If a different carrier is used, the policy must also address these requirements.
  - 3. Automobile liability insurance, including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent.
  - 4. Contractual liability insurance covering all of the liability assumed by the Contractor under the provisions of this agreement, with coverage of at least \$2,000,000 combined single limit or the equivalent.
  - 5. Railroad protective liability insurance stating the Soo Line Railroad Company is the named insured covering all of the liability assumed by the Contractor under the provisions of this agreement with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.



All insurance shall be placed with insurance companies licensed to do business in the states in which the work is to be performed, and with current Best's Insurance Guide Ratings of A and Class X, or better.

If any work is to be performed within 50 feet of a railroad track, then insurance must provide coverage of incidents occurring within fifty (50) feet of a railroad track, and any provision to the contrary in the insurance policy must be specifically deleted.

In all cases, the certificate must specifically state that Soo Line Railroad Company is an additional insured.

Any coverage afforded Railroad, the Certificate Holder, as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Railroad.

- B. Before commencing any work hereunder, the Contractor shall furnish to Railroad Certificate of Insurance on the form prescribed by Railroad, evidencing the issuance to the Contractor of the policies of insurance providing the types of insurance and limits of liability prescribed above, and certifying that the Railroad shall be given not less than 30 days written notice prior to any material change, substitution or cancellation prior to normal expiration dates. Cancellation or expiration of any of said policies of insurance shall not preclude Railroad from recovery there under for any liability arising under this agreement.
- C. It is mutually understood and agreed that the purchase of insurance as herein provided shall not in any way limit the liability of the Contractor to Railroad, as herein set forth.

The following information must appear on the Certificate of Insurance to identify the project policy is issued to cover:

Project: US Highway 83 West Bypass: 1 Mile North of JCT 2 and 52

Soo Line Railroad Company:

Railroad protective insurance may be obtained from:

Aon Risk Services, Inc. of Illinois  
123 North Wacker Drive  
Chicago, Illinois 60606-1700  
312-701-4000

## IX.

NDDOT agrees that in removing snow from the highway, it shall perform the work in such a manner so as not to deposit the snow on the roadbed and tracks of the Railroad.

## X.

The Railroad agrees to observe and comply with all Federal and State laws.

**XI.**

Upon completion of the items of work, NDDOT shall require its Contractor to leave the Railroad right-of-way in a condition satisfactory to the Railroad.

**XII.**

Upon completion of the project, neither party shall do or permit anything to be done to reduce the horizontal or vertical clearances provided by plans; provided, however, that the Railroad reserves the right to make such ballast raises to its existing and future tracks as may be justified, and further reserves the right to make changes or additions to its facilities within the limit of the overpass. In the event any changes in, or additions to the tracks or other facilities of the Railroad or NDDOT are made in the future, the usefulness of the overpass for the purpose of grade separation shall not be impaired.

**XIII.**

NDDOT shall own, maintain, repair, and reconstruct, as necessary and at its own expense, the overhead highway bridge, including all appurtenances. NDDOT agrees that, prior to commencement of any such work of maintenance, repair, or reconstruction, it will furnish the Railroad details of the proposed work and description of the manner in which the work is to be performed. NDDOT further agrees, with respect to such maintenance, repair, or reconstruction, that it will:

- A. Comply and cause its contractor to comply with all obligations assumed or to be assumed by NDDOT and/or its contractor in connection with the original construction of the overhead highway bridge; and
- B. Furnish or cause its contractor to furnish to the Railroad a Railroad Protective Policy in the form and the amount then required by the Railroad, said policy to be executed by a corporation qualified in North Dakota, and
- C. Require its contractor to carry regular contractor's public liability and property damage as then specified by NDDOT Spec. 107.14 or any subsequent NDDOT specification, providing for limits equal to those then required of public contractors performing work under contract with NDDOT; and
- D. Reimburse the Railroad for all costs and expenses related to the maintenance or reconstruction of the structure incurred by the Railroad in connection with such maintenance, repair, or reconstruction.

The terms and conditions of this paragraph and of this agreement shall survive execution and delivery of the easement contemplated herein and shall bind NDDOT or any successor of NDDOT in the ownership of the overhead bridge contemplated herein.



#### **XIV.**

In the event the overpass shall cease to be used for highway purposes, NDDOT shall notify the Railroad of such abandonment, and at NDDOT's expense, remove the overpass and approaches located upon the property of the Railroad except and unless it is mutually agreed, within thirty (30) days following NDDOT's notification of abandonment, that portions of all the overpass and approaches are to be left in place. Removal and cleaning up of the Railroad's property shall be done to the satisfaction of the Railroad.

#### **XV.**

**Other Agreements.** This agreement shall supersede any and all other agreements, arrangements, or understandings between the signatory jurisdictions covering, in whole or in part, any of the matters covered in this agreement.

XVI.

This agreement shall be for the benefit of and be binding upon the parties hereto, their successors, and assigns.

EXECUTED the date last below signed.

WITNESS:

SOO LINE RAILROAD COMPANY  
D/B/A CANADIAN PACIFIC

JOHN H. KRIEGER  
NAME (TYPE OR PRINT)

CURT M. WHELAN  
OFFICERS NAME (TYPE OR PRINT)

[Signature]  
SIGNATURE  
FEBRUARY 16, 2017

[Signature]  
SIGNATURE  
FEB. 16, 2017

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

WITNESS:

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

Sandra Goebel  
(TYPE OR PRINT)

Grant Levi  
DIRECTOR (TYPE OR PRINT)

[Signature]  
SIGNATURE

[Signature]  
SIGNATURE

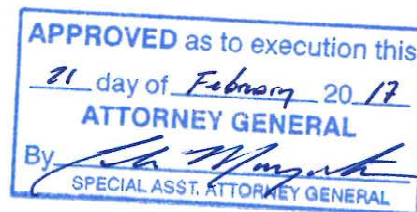
2/23/17  
DATE

APPROVED AS TO SUBSTANCE BY:

Jon Ketterling  
BRIDGE ENGINEER (TYPE OR PRINT)

[Signature]  
SIGNATURE  
2-21-2017

\_\_\_\_\_  
DATE



**Exhibit A**

**STATEMENT OF CONDITIONS WHEN FLAGGING, PROTECTIVE  
SERVICES, AND DEVICES WILL BE FURNISHED BY THE RAILROAD**

Railroad flagmen, protective services, and devices will be furnished but not limited thereto for the following conditions.

1. When, in the opinion of the railroad, protection is necessary to safeguard the railroad's trains, engines, facilities, and property.
2. When any work is performed over, under, or in the close proximity to tracks or any railroad facilities.
3. When in any way interferes with the operation of trains at usual speed, or threatens, damages or endangers track or railroad facilities.
4. When any hazard is presented to railroad communications, signal, electrical, or other facilities either due in persons, material, equipment, or blasting in the vicinity.
5. Where or when material is being hauled across tracks. Special clearance must be obtained from the railroad before moving heavy or cumbersome objects and equipment which might result in making the tracks impassable.

(a) NUMBER	(b) CLASSIFICATION	(c) BASEPAY	(d) HEADQUARTERS
1	Section Foreman	\$56.25/hour	Various (not fixed)

**NOTES**

1. A full flagging crew generally consists of three men. Under certain conditions, more than three men may be required or a lesser number may be sufficient. However, additional personnel, such as communications lineman and/or signalmen may be used to protect communications and signal facilities, if deemed necessary by the railroad.
2. The classification is shown solely for the prospective bidder's information and there is no guarantee that the above classes of labor will actually be used or that the rates of pay shown in column (c) will be those in effect at the time the work is undertaken.
3. In addition, protective devices, such as crossing signals, indicators, telltales, lights, telephone, etc., may be required. In this connection, telltales may be installed by the railroad, at its option, as a condition of its approval of any proposed restrictions of vertical clearance during construction to less than 22% feet.
4. It shall be the duty and responsibility of NDDOT and its contractors to notify the railroad's Manager of Public Works at least forty-eight (48) hours in advance of when flagmen or other protective services and devices are required.



**Exhibit B**

**NONDISCRIMINATION CLAUSES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

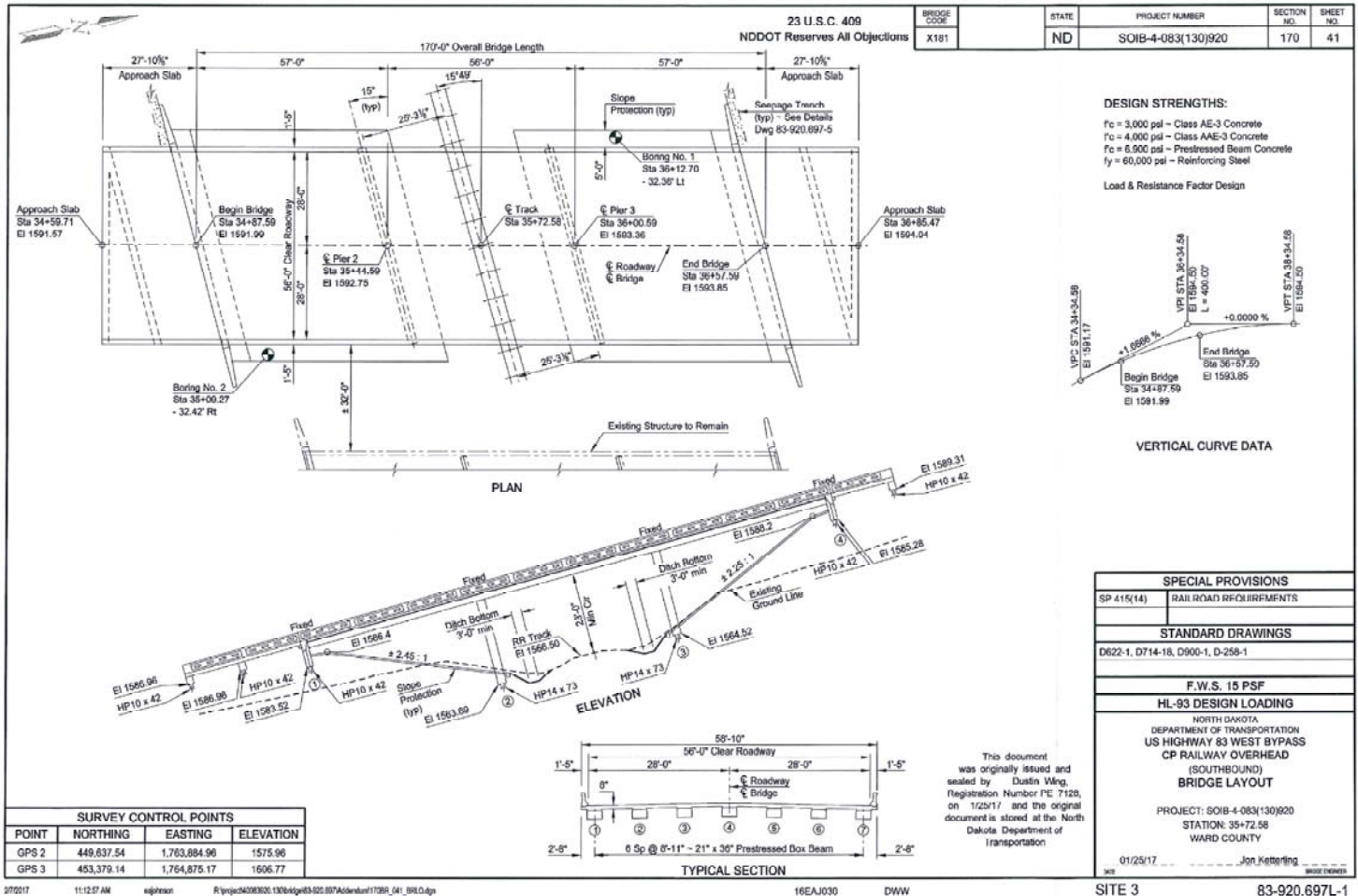
1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contracts until Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any

litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* 78 stat 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (23 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).







NOTES		Revised 2/22/17		STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND		SOIB-TRP-4-083(130)920		6	1
100-P01	COORDINATION OF PROJECTS: Another project in the vicinity of this project is under contract during the 2017 construction season. This project is the Mouse River Enhanced Flood Protection Project and is located along the north side of the Mouse River.			2. Advise the City of Minot, City Engineer, PH: 701-857-4100, of upcoming construction activities in regard to lane closures and traffic control phasing so that city police, emergency services, schools, and other pertinent city agencies may be notified.			
105-P01	UTILITY COORDINATION: A utility coordination meeting is required. In addition to the utility owners, invite Northwest Area Water Supply (NAWS) – ND State Water Commission – Perry Weiner at 328-4384.			3. Provide news releases and necessary drawings to the media before and during construction. News releases should inform the public on construction activities, schedules, lane closures, width or height restrictions to traffic, and traffic control phasing. Update news releases regarding construction activities every other week, at a minimum.			
107-700	HAUL ROADS: The Engineer will not designate paved roads off the state system as haul roads.			4. Be available for media interviews.			
107-710	HAUL ROADS: Before submitting a proposal, contact the appropriate State, County, Township, or City officials to determine if there are any roadways that will be designated as "no haul routes".			5. Work directly with property owners and businesses affected by construction activities. The coordinator must have sufficient knowledge and authority to resolve property owner and business concerns regarding scheduling, maintaining access, and construction operations.			
107-P01	MULTI-USE TRAIL: Maintain access on the multi-use trail throughout all phases of construction.			155-P01	CONCRETE EQUIPMENT: Provide a NRMCA Certified plant for concrete used in Sections 602 "Concrete Structures", and 622 "Pilings".		
107-P02	MAINTAINING TRAFFIC – EDGE DROP-OFFS: Leave the work area free of any type of obstruction, drop-offs greater than 2-inches or embankment areas steeper than 4:1 adjacent to traffic lanes during non-working hours. Fill with a temporary 4:1 wedge at any drop-off greater than 2-inches.  The Engineer will not measure material used to construct the wedge. Include cost for the additional aggregate or embankment required for this operation in the price bid for aggregate or earthwork pay items.  Minimize the time of the pavement drop-off by coordinating the surfacing removal with the aggregate and paving operations.  If a traversable taper wedge cannot be provided, the Contractor shall provide 24 hour flagging and traffic control at their expense until the taper wedge can be constructed.			201-P01	CLEARING & GRUBBING: Remove trees from within the work limits at the following locations, as well as any additional locations not listed below but directed by the Engineer. Payment for removal of trees of all sizes will not be paid for separately but included in the price bid for “Clearing and Grubbing” lump sum.  • 120+00 to 123+50 NB • 25+25 to 35+00 SB		
				202-P01	REMOVAL OF PAVEMENT: Removal of pavement consists of removing and salvaging bituminous surfacing and aggregate base. The tonnage of “Removal of Pavement” is based on the existing typical sections shown in Section 30. The tonnage includes the surfacing and the aggregate base, except the bottom two inches of aggregate base. The bottom two inches of aggregate base is considered unsuitable as base course and will be paid for as “Common Excavation – Type A.”		
108-P01	WEEKLY PLANNING & REPORTING MEETING: A weekly planning and reporting meeting is required. Invite Air Force 5 <sup>th</sup> Civil Engineer Squadron and 91 <sup>st</sup> Security Forces Group to the weekly meeting in addition to the list shown in Sec 108.02B. Contact Dan Lewis at 701-723-4834.			203-010	SHRINKAGE: 25 percent additional volume is included for shrinkage in earth embankment.		
				203-P01	COORDINATION OF BORROW SITE: The State Option borrow site consists of approximately 150 acres. This borrow site will also be used for the Mouse River Enhanced Flood Protection Project. The contractors shall coordinate work to use the same borrow site.		
108-P02	PUBLIC RELATIONS COORDINATOR: Provide a public relations and information coordinator. The coordinator cannot be the project superintendent or construction foreman. The coordinator should be knowledgeable in construction operations, be able to develop effective media releases, possess written and verbal communication skills, and be able to organize productive meetings.  Provide the name, work address, and work phone number to the relevant project, community, and media personnel.  The public relations coordinator is responsible for providing the following:  1. Organizing, scheduling, and conducting the meeting specified in Note 108-P01, “Weekly Planning and Reporting Meeting”.			203-P02	COMMON EXCAVATION: Remove the bottom 2” of aggregate base as “Common Excavation – Type A” as this material may be contaminated and unsalvageable for use as base course.		
				This document was originally issued and sealed by Chad Frisinger, Registration Number PE-4876, on 2/22/17 and the original document is stored at the North Dakota Department of Transportation.			

ENVIRONMENTAL NOTES

Revised 2/22/17

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SOIB-4-083(130)920	6	12

ENVIRONMENTAL NOTES (EN): The North Dakota Department of Transportation has made environmental commitments to secure approval of this project. The following environmental notes are requirements to comply with these commitments:

EN-1 NORTHERN LONG-EARED BAT: The project contains structures that are potential roosting habitat of the Northern long-eared bat.

For the work at Structures # 83-920.461L, # 83-920.461R and # 83-920.697L, work activities will be limited to daylight hours (30 minutes after sunrise to 30 minutes before sunset).

EN-2 AQUATIC NUISANCE SPECIES (ANS): Equipment that was last used outside of North Dakota or within a Class I infested waterbody (identified on the North Dakota Game and Fish Department (NDGFD) website) requires an inspection by NDGFD. Notify the NDGFD at least 10 business days prior to pumps, watercraft, or any equipment entering a public water to allow the NDGFD sufficient time to inspect any and all such equipment for ANS. Contact the NDGFD ANS Coordinator, Jessica Howell by e-mail [jmhowell@nd.gov](mailto:jmhowell@nd.gov) for equipment inspections. Supply one of the following to the engineer as proof of compliance prior to work taking place in the water: (1) the NDGFD inspection report, (2) documented NDGFD correspondence (email or signed letter). If an inspection is not required, no follow up documentation is required.

EN-3 SPAWNING RESTRICTION: Do not work within the Mouse (Souris) River from April 15 to June 1.

EN-4 WHOOPING CRANE: The project is located within the migration corridor of the endangered whooping crane, and suitable stopover habitat for the whooping crane is present. The migration periods of the whooping crane are April 1st to May 15th and September 10 to October 31.

Stop all construction activities and notify the Engineer immediately in the event a whooping crane is identified within one mile of the project location. The Engineer will then coordinate with the USFWS, FHWA and NDDOT to determine the avoidance area. Do not resume work within the avoidance area until the Engineer has confirmed that the bird has left the area.

EN-5 TEMPORARY WETLAND IMPACT: Temporary impact areas within wetlands and or other waters are incorporated into the plans for this project. Remove temporary fill placed and sedimentation in wetlands or other waters. Restore these wetlands to preconstruction contours.

NOTIFICATIONS TO BE FILED BY CONTRACTOR:

EN-6 Notification is required for work within 3 nautical miles of the airport. Complete the Federal Aviation Administration Notice of Proposed Construction or Alteration Form 7460-1 (online at <http://oeaaa.faa.gov>). Complete the form 45 days prior to construction within the flight path.

This document was originally issued and sealed by Chad Frisinger, Registration Number PE-4876, on 2/22/17 and the original document is stored at the North Dakota Department of Transportation.