CONTRACT NO. 11220

Backsfed.022720

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION
BID PACKAGE

Sealed bids for construction of this project will be received by the Montana Department of Transportation, Construction Contracting Bureau, Room 101, 2701 Prospect, Helena, Montana until 9:00 a.m. on February 27, 2020. All bids will then be publicly opened, reviewed for correctness, and then publicly read in the Department's auditorium.

Federal Aid Project(s):

NH 1-6(133)372 Havre - West

Bid proposals, Plans, Standard Specifications, Detail Drawings, and Standard Contract Forms are on file for examination and may be obtained from the Construction Contracting Bureau of the Montana Department of Transportation, 2701 Prospect Avenue, P.O. Box 201001, Helena, Montana 59620-1001.

Prime bidders use the Electronic Bid System or bid on-line through Bid Express to produce a bid containing Proposal Forms, Schedule of Items, and Disadvantaged Business Enterprises (DBE) Requirements (if applicable).

CONTRACT #11220
AWARDED ON: MARCH 10, 2020
TO: PAVEMENT MAINTENANCE SOLUTIONS, INC.

MONTANA DEPARTMENT OF TRANSPORTATION

Barb Skelton, Chairperson
Montana Transportation Commission

Michael T. Tooley
Director of Transportation

Contract No.11220
JPM:JJ:9591000AWD-204

AWARD COPY

CURRENT QUESTIONS & ANSWERS

204 - HAVRE - WEST - February 27, 2020

Notifications

No Notices available for this project.

Addendums

No Addendums available for this project.

Clarifications

No Clarifications available for this project.

Questions

-1-
Submitted: Tuesday 04-FEB-2020 07:34 AM
Company: Prince, Inc.
Contact: Mike Sharp
Would MDT consider flexing the NTP date for this project to 7/6/20? The early NTP date makes the logistics of constructing this project successfully difficult at best.
Answer
Submitted: Thursday 13-FEB-2020 04:03 PM
The Notice to Proceed is hereby changed to a Flexible Notice to Proceed date of 7/6/2020. Special Provision #2, Contract Time is hereby replaced with the following:

CONTRACT TIME – FLEX TIME PROCEED DATE [108] (REVISED 1-21-16)
A. General. This provision modifies Subsection 108.02 of the Specifications.
B. Notice to Proceed. The notice to proceed will be issued with an effective date of July 6, 2020. The Contractor may change the notice to proceed date to an earlier date if written notification is received at least ten calendar days in advance of the date selected and the selected date is approved by the Project Manager. Include an updated schedule with the notification.
C. Contract Time. Contract time assessment will begin on the notice to proceed date issued by the Department or as changed by the Contractor, whichever is earlier. Work is to be completed in 25 working days.

-2-
Submitted: Monday 10-FEB-2020 12:06 PM
Company: Western Systems
Contact: Tammy
Are any additional details available for the (3) LED Open/Closed changeable Message Signs? Per the sign schedule it appears they are different sizes based on location; therefore, our sign manufacturer is requesting clarification on overall sign size and letter height.
Answer
Submitted: Wednesday 12-FEB-2020 2:02 PM
The 3 LED (open/closed) Signs are 16.91" x 68.66" with 10" lettering.

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 11220

PROJECT: NH 1-6(133)372 (9591133000)
HAVRE - WEST

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
	SECTION 0001 - CRACK SEAL, SEAL & COVER, SIGNING			
0010	104 030 010	MISCELLANEOUS WORK	UNIT	5,000.00
0020	105 070 000	CONTRACTOR SURVEY AND LAYOUT	LS	1.00
0030	109 200 005	MOBILIZATION	LS	1.00
0040	401 020 022	COMMERCIAL MIX-PG 64-28	TON	99.00
0050	402 020 315	EMULSIFIED ASPHALT-TACK COAT	GAL	40.00
0060	402 020 375	EMULSIFIED ASPHALT CHFRS-2P	TON	245.90
0070	403 010 255	CRACK SEALING	LB	28,811.00
0080	409 000 000	FINAL SWEEP AND BROOM	CRMI	7.00
0090	409 000 010	COVER-TYPE 1	SQYD	137,099.00
0100	411 010 000	COLD MILLING	SQYD	791.00
0110	617 903 462	CHANGEABLE MESSAGE SIGN	EACH	3.00
0120	618 030 005	TRAFFIC CONTROL DEVICES CB	UNIT	40,000.00
0130	619 010 058	SIGNS-ALUM SHEET INCR IV	SQFT	132.50
0140	619 010 086	SIGNS-ALUM REFL SHEET IV	SQFT	190.00
0150	619 010 090	SIGNS-ALUM REFL SHEET XI	SQFT	268.80
0160	619 010 230	REMOVE SIGN	EACH	62.00
0170	619 010 240	REMOVE SIGN-GUIDE	EACH	9.00
0180	619 010 310	POSTS-STEEL U SIGN	LB	154.00
0190	619 010 320	POSTS-STEEL STRUCTURAL SIGN	LB	886.00
0200	619 010 480	POLES-TREATED WOOD 4 IN	LNFT	604.00
0210	619 010 490	POLES-TREATED WOOD 5 IN	LNFT	224.00
0220	619 010 722	FRANG SIGN POST BKWY-S4 X 7.7	EACH	8.00
0230	619 011 010	DELINEATOR DES A	EACH	182.00
0240	619 011 040	DELINEATOR DES D	EACH	22.00
0250	620 011 105	WORDS AND SYMBOLS-WHITE PAINT	GAL	4.00
0260	620 011 110	WORDS AND SYMBOLS-YELLOW PAINT	GAL	14.00
0270	620 011 260	WORDS AND SYMBOLS-WHITE EPOXY	GAL	5.00
0280	620 011 265	WORDS AND SYMBOLS-YELLOW EPOXY	GAL	19.00
0290	620 013 000	STRIPING-WHITE PAINT	GAL	253.00
0300	620 013 960	STRIPING-WHITE EPOXY	GAL	337.00
0310	620 014 000	STRIPING-YELLOW PAINT	GAL	112.00
0320	620 014 960	STRIPING-YELLOW EPOXY	GAL	149.00

TABLE OF CONTENTS
FEDERAL AID PROJECT(S) NH 1-6(133)372

1. PROJECT DESCRIPTION [102] 4
2. CONTRACT TIME [108] (REVISED 1-21-16) 4
3. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 1-18-18) 4
4. DBE QUOTES [102] (REVISED 3-10-16) 5
5. DBE USAGE [102] (REVISED 2-13-20 M) 5
6. LABOR REQUIREMENTS [102] (REVISED 9-5-19) 5
7. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 10-10-19) 5
8. ZONE PAY [102] (REVISED 5-10-18) 6
9. 103.07 EXECUTION AND APPROVAL OF CONTRACT [103] (ADDED 6-13-19) 6
10. CONTRACTOR SURVEYING AND LAYOUT - DEPARTMENT STAKING [105] (REVISED 7-10-14) 6
11. RAILROAD FLAGGING [107] (ADDED 7-27-09) 7
12. STORM WATER PERMITTING REQUIREMENTS UNDER THE MONTANA POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [107] (REV 3-16-17) 7
13. AIS WATERCRAFT AND EQUIPMENT INSPECTION [107] (ADDED 4-25-19) 9
14. PROTECTION OF AQUATIC RESOURCES – MILLINGS AND CHIPS 10
15. NOTICE TO BIDDERS [108] (ADDED 11-21-08) 10
16. LONGITUDINAL JOINT COMPACTION [401] (REVISED 10-10-19) 10
17. EMULSIFIED ASPHALT [402] (REVISED 9-21-17) 12
18. EMULSIFIED ASPHALT CHFRS-2P [402] (ADDED 10-10-19) 13
19. COLD MILLING [411] (ADDED 10-11-12) 13
20. SCHOOL CROSSING SIGN ASSEMBLY-SHEET ALUMINUM REFLECTIVE SHEETING (FLUORESCENT YELLOW-GREEN) [704] (REVISED 09-22-17) 13
21. CHANGEABLE MESSAGE SIGN 14
22. TRAFFIC CONTROL DEVICES – PLASTIC DRUMS [618] (REVISED 1-23-20) 14

SECTION II
Nondiscrimination Notice
Railroad Specials & Exhibits

SECTION III
Standard Provisions & Requirements

SPECIAL PROVISIONS
PROJECT FUNDING PROJECT NUMBER
(REVISED 2-13-20)

The following special provisions are hereby made a part of this contract and supplement and/or supersede any sections of the Standard and Supplemental Specifications for Road and Bridge Construction, adopted by the Montana Department of Transportation and the Montana Transportation Commission and all supplements thereto in conflict therewith.

The following documents are hereby incorporated by reference into this contract:

1) "Standard and Supplemental Specifications for Road and Bridge Construction 2020 V1.0 Edition" found at the following link:
https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V1-0.pdf

2) The most recent version of the Detailed Drawings can be found at the following link:
https://www.mdt.mt.gov/business/contracting/detailed_drawings.shtml

The latest version of the Standard and Supplemental Specifications, Quarterly updates, and revision summaries can be found at the following website:
https://www.mdt.mt.gov/business/contracting/standard_specs.shtml

The Question and Answer Forum opens at 5:00 p.m. on the bid letting advertisement date and closes at 10:00 a.m. on the Monday before the bid letting. If Monday is a state holiday, the forum will close on the Friday before the bid letting at 3:00 p.m. Questions raised by potential bidders on this project, and the answers and other information posted by the Department on the "Question and Answer Forum" can be found at the website https://www.mdt.mt.gov/business/contracting/qacurrent.shtml up to 5:00 p.m. on the day before the bid letting.

The U.S. Department of Transportation (DOT) operates a toll free number at 1-800-424-9071, 24 hours a day - 7 days a week. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use this number to report such activities. All information will be treated confidentially, and callers may remain anonymous.

The Department attempts to provide reasonable accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternate accessible formats of this document will be provided upon request. If reasonable accommodation is needed to participate in Department bid lettings, call the Civil Rights Bureau at 444-6331 or TTY 406-444-7696 [TTY 1-800-335-7592 (toll free)].

1. PROJECT DESCRIPTION [102]

Crack Seal, Seal & Cover, pavement markings and signing on the Havre – West project in Hill County. The 7.0-mile project is located on US 2 (N-1) beginning approximately 9 miles west of Havre at RP 372.2 and extending 7.0 miles east to RP 379.15 just before the junction with US 87.

2. CONTRACT TIME [108] (REVISED 1-21-16)

The work begins on the effective date stated in the Notice to Proceed (NTP) and is to be completed in 25 Working Days. The NTP will be issued with an effective date of April 27, 2020.

3. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 1-18-18)

The DBE goal for this contract is 0.00%. Use the AASHTOWare Project Bids™ Electronic Bid System (EBS) to print the DBE submittal and timing requirements. If the contract does not have a project-specific goal, the field will display in the AASHTOWare Project Bids™ bid file as a blank field.

List the DBE commitments in the EBS file. An on-line DBE Directory is available at: https://app.mdt.mt.gov/dbe/dbe/search.

If the DBE goal cannot be met, show a good faith effort per the Good Faith Effort Criteria and supporting forms, available at: http://www.mdt.mt.gov/publications/forms.shtml. Submit the Good Faith Effort documentation within 48 hours of the bid opening.

4. DBE QUOTES [102] (REVISED 3-10-16)

The Department has a quick and easy way for you to request quotes from Montana DBE-certified companies. The information goes to the DBE companies that same day. The on-line form is located at web site: https://app.mdt.mt.gov/dbeqt/.

Call the Department DBE Supportive Services, 1-800-883-5811, for further assistance. Using this online request form will be considered for good faith efforts, but it does not constitute meeting all requirements of good faith efforts.

5. DBE USAGE [102] (REVISED 2-13-20 M)

Contract specific goals are not placed on contracts; however, the Department has an overall 6.5% DBE goal it must achieve. To assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this contract, and has established an aspirational goal of 5.7% DBE usage. Although not a contract requirement, the Department believes that the aspirational goal can realistically be achieved through race neutral measures based on current availability of DBEs and standard competitive procurement processes. While the utilization is not mandatory to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Montana's DBE Program.

Any project listing a 0% DBE aspirational goal does not mean that a DBE may not be used on that project. A 0% DBE aspirational goal may have been established due to any of the following reasons:

- Limited identified subcontracting opportunities;
- Minimal contract days; and/or,
- Small contract dollar amount.

Contractors are encouraged to identify any opportunities to subcontract to DBEs.

The Department's DBE directory may be found at the following website: https://app.mdt.mt.gov/dbe/dbe/search.

6. LABOR REQUIREMENTS [102] (REVISED 9-5-19)

Pay the minimum wage rates contained elsewhere in the bid package. Comply with the required contract provisions contained in the form FHWA 1273 included with this contract. To obtain more information, contact the Department's Construction Engineering Services Bureau at 2701 Prospect, Helena, MT (406)475-2258, (800)335-7592 (TTY) or (406)444-7297 (Fax). The local employment service office, designated by the Workforce Service Division, Department of Labor & Industry, for this project is Havre.

Executive Orders 13658 and 13706 do not apply to this contract.

7. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 10-10-19)

The Contractor and all subcontractors must use AASHTOWare Project Civil Rights & Labor™ (CRL) to submit Certified Payrolls (CPRs). Ensure that all subcontractors have submitted their Vendor Access Form which can be found on the following page: https://www.mdt.mt.gov/business/contracting/prevailing-wage.shtml to the Department and have received their login IDs prior to work.

Request the contract number and project ID(s) from the Project Manager. Provide the information to all subcontractors subject to the FHWA 1273 requirements. This information is

also available using the Search Awarded Contracts located at: https://app.mdt.mt.gov/project-search/project/search.

Provide assistance and ensure all subcontractors submit CPRs electronically into CRL within the required timeframe.

There are three ways to submit certified payrolls electronically into the system:

- Manually add, copy, or modify data into CRL;
- Import payroll data with the CRL payroll spreadsheet XML converter tool available at: https://xml.aashtowareproject.org/spreadsheet/; or,
- Convert payroll system program data to Payroll XML and import into CRL. Information on how to convert to Payroll SML may be found at: https://xml.aashtowareproject.org/resourcekit/

The Labor Compliance Program may at any time request paper certified payroll reports and supporting documentation from any contractor(s) working on the contract.

"Approval" of payrolls within CRL does not indicate that the Department's Labor Compliance Program has reviewed this data for accuracy or compliance with prevailing wage laws. "Approval" only indicates that payrolls have been received by the Department. The Department reserves the right under FHWA 1273 to review payrolls to ensure compliance with state and federal prevailing wage laws and other applicable labor laws.

8. ZONE PAY [102] (REVISED 5-10-18)

Wage rates and zone pay requirements can be found elsewhere in the proposal. The mileage for determining the zone is 113 miles.

Indicate the Zone requirements for all classifications. Provide this information to the Project Manager at the Preconstruction Conference on Form MDT-CON-102_02.

9. 103.07 EXECUTION AND APPROVAL OF CONTRACT [103] (ADDED 6-13-19)

Use DocuSign to sign the contract in accordance with Subsection 103.07.

No later than 5 calendar days after the date of bid-opening (the date of bid opening to count as the first full day), the apparent low bidder must submit to Construction Contracting Bureau, during its regular work hours, a fully completed Contract Recipients Form documenting names and emails of authorized agents of the Contract and Surety to sign the contract. If the 5th day is a holiday, turn the documentation in earlier. The Contract Recipients Form is available at the following web page: https://www.mdt.mt.gov/publications/forms/contract-recipients.shtml.

The bid proposal may be considered non-responsive and rejected if the above form(s) are not submitted within the required time frame.

10. CONTRACTOR SURVEYING AND LAYOUT - DEPARTMENT STAKING [105] (REVISED 7-10-14)

Furnish Contractor Survey and Layout in accordance with Subsection 105.08.2 with the following exceptions:

- The Department will conduct all right-of-way and monumentation surveys.
- The Department will determine the slope stake catch point and provide copies of the slope staking notes to the Contractor. Replace any stakes that are obliterated by the Contractor or by construction activities.
- Unclassified Excavation, Embankment in Place and Unclassified Borrow items will be measured for payment.

11. RAILROAD FLAGGING [107] (ADDED 7-27-09)

Schedule work and coordinate flagging requirements with the railroad as set forth in "Exhibit C" found elsewhere in this proposal. The Department will pay for railroad flagging when required as per "Exhibit C" and in accordance with Subsection 107.07. If flagging charges are incurred when not required due to the contractor's failure to provide the necessary notice to the railroad and the Department, those will be charged to the contractor at no cost to the Department, and will be deducted from progress payments.

12. STORM WATER PERMITTING REQUIREMENTS UNDER THE MONTANA POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [107] (REV 3-16-17)

A. Description. The Montana Department of Environmental Quality (DEQ) regulates storm water discharges under the MPDES program. If the bid package contains blank erosion control plans, a construction storm water discharge permit authorization will be required. If not, a storm water discharge permit authorization may be required for this project depending on Contractor's operations. Sum the disturbance area (as defined by DEQ) identified in the contract with the area of disturbance caused by contractor operations to determine if the permit acreage threshold is exceeded. Contractor operations can include, but are not limited to, the following support activities: staging areas, access roads, material storage areas, temporary concrete or asphalt batch plants, borrow areas, areas used for fill placement, etc. If the summed disturbance area is one acre or more, use the DEQ authorization to discharge under the MPDES General Permit for Storm Water Discharges Associated with Construction Activity for this project. In order to facilitate permit transfer, separate NOI packages are required for areas within the right-of-way and areas outside of the right-of-way. A Notice of Intent (NOI) package includes a Notice of Intent, with a topographic map, a Storm Water Pollution Prevention Plan (SWPPP), the erosion control plans, sage grouse consultation letter, if applicable, and supporting documentation.

Blank Erosion Control Plans, and a topographic map, are provided with the plans if the plans include greater than 1 acre of disturbance. Complete the erosion control plans as required by the general permit. Complete the SWPPP using DEQ's most current SWPPP Form.

B. Materials. Follow the requirements described in the Department's *Erosion and Sediment Control Best Management Practices Manual (December 2016).* Rescind Section 208 detailed drawings. Submit to the Project Manager for review and acceptance BMPs proposed for use that are not included in the Manual.

C. Construction Requirements.

1) MPDES Permit Required.

a) Submit one NOI package and the associated fees to DEQ for ground disturbance areas shown in the plans or within the right-of-way. For ground disturbance areas shown in the plans and any other areas within the right-of-way where Contractor activities causing ground disturbance are planned, the Contractor is the sole permittee until construction is complete and the General Permit is transferred to the Department or another entity.

The Department is not responsible for delays caused by incomplete or inaccurate submittals by the Contractor.

Comply with the requirements of the General Permit for Storm Water Discharges Associated with Construction Activity and implement the SWPPP. Provide two copies of the NOI Package submitted to DEQ and confirmation for receipt of a complete NOI Package from DEQ to the Project Manager prior to conducting any ground disturbance activities.

Do not begin construction activities until the required copy of the NOI Package submitted to DEQ and confirmation for receipt of a complete NOI Package from DEQ is received by the Project Manager.

b) Submit a separate NOI package and the associated fees to DEQ for ground disturbance and support activity areas outside the right-of-way and not shown in the plans. Contractor furnished material sources, staging areas, plant sites, or any other Contractor

caused ground disturbance outside the right-of-way and not shown in the plans, are the Contractor's responsibility and must be submitted under a separate NOI package from the ground disturbance within the right-of-way. For all support activities outside the right-of-way which are not part of a larger commercial operation serving multiple unrelated construction activities, and will not continue operation beyond the completion of the contracted road construction activity, a notice of intent package must be submitted to DEQ to obtain an authorization under the storm water construction permit. Sand and gravel borrow area operations, gravel pits, and/or concrete batch plants that will continue operation beyond the completion of the contracted road project, are part of a larger commercial operation, or serving multiple unrelated construction activities must obtain permit coverage under the Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (MSGP) regardless of acreage size of the activity if the activity does not already have MSGP authorization. The Contractor is the sole permittee until stabilization is complete and the General Permit is terminated or transferred to another entity. The Department is not responsible for delays caused by incomplete or inaccurate submittals to DEQ by the Contractor.

Provide a copy of the NOI Package submitted to DEQ and confirmation for receipt of a complete NOI Package from DEQ to the Project Manager prior to conducting any ground disturbance activities.

Be responsible for all temporary erosion, sediment, and pollution prevention controls for Contractor furnished material sources, staging areas, plant sites, or any other Contractor caused ground disturbance outside the right-of-way and not shown in the plans.

c) Complete and document all inspections in accordance with the requirements of the General Permit for Storm Water Discharges Associated with Construction Activity. Use DEQ's most current self-inspection form available online at: http://deq.mt.gov/Water/WPB/mpdes/stormwaterconstruction. Provide a copy of all inspection reports to the Project Manager.

Report potential noncompliance in accordance with applicable regulations, guidance, and permit conditions. Submit to the Project Manager within seven days of sending or receiving all correspondence to or from regulatory agencies regarding potential noncompliance or violations.

The temporary erosion and sediment control measures and devices to prevent pollution and control sediment transport and soil erosion will be inspected as part of the final inspection to ensure they are maintained and functioning properly. Do not transfer or terminate the General Storm Water Permit coverage until the BMPs are inspected and accepted and all records required under the permit, including inspection and monitoring reports, are furnished to the Project Manager. The Department may require that certain Best Management Practices (BMPs) be replaced by another type of BMP as a condition of permit transfer.

Upon approval of site conditions, measures, devices and all pertinent records, submit a signed copy of the Permit Transfer Notification Form provided by the Department. When submitting the General Storm Water Permit transfer package/application to the Department, include a check for the permit transfer fee. Make the check for the amount of the fee payable to the DEQ. The Department is not liable for the completeness or accuracy of Contractor records completed prior to the permit transfer. Upon receipt of the signed form, the Department will obtain signature of the new permit owner and submit to DEQ. Ensure permit conditions and responsibilities are met until confirmation of the transfer is received from DEQ. Defend and hold MDT harmless from any violations, claims, enforcement actions, penalties or fines issued for Contractor activities or recordkeeping that occurred prior to the transfer of the General Permit for Storm Water Discharges Associated with Construction Activity authorization.

If the Department concurs that final stabilization has been met during the final walk-through, the Contractor may submit a Notice of Termination form to DEQ. Pay the annual fee invoice due at the time of termination. Submit the annual fee invoice to the Project Manager for reimbursement.

2) MPDES Permit not Required.

The BMP-Administration item is included in contracts that may not meet either criteria for a MPDES permit but include ground disturbing activities. Complete BMP inspections and install BMPs, if necessary, in accordance with Section 208, if no storm water permit is required. Utilize form MDT-ENV-014, Water Pollution Control Inspection Report. A certified SWPPP Administrator is not required to conduct the inspections if no permit is required.

D. Method of Measurement. DEQ MPDES fees and monitoring costs associated with obtaining and maintaining the General Permit for Storm Water Discharges Associated with Construction Activity for ground disturbance areas both within and outside the right-of-way are not measured separately for payment.

If no permit is necessary, include the cost of all erosion control, devices, and inspections in the BMP-Administration bid item.

E. Basis of Payment. No additional payment will be made for the DEQ MPDES fees and monitoring costs associated with the General Permit for Storm Water Discharges Associated with Construction Activity. Include these costs in the Temporary Erosion Control-Lump Sum bid item.

For project including the BMP-Administration item, include the cost of all erosion control, devices, and inspections in the BMP-Administration bid item. Partial payment for the BMP-Administration will be monthly based on the lump sum contract price in accordance with Table 208-1 in Subsection 208.05.1.

Payment for BMPs required by an event or extra work, and approved by the Project Manager, will be measured and paid for in accordance with the Erosion Control Rate Schedule contained in the contract at a unit price of $1.00 per unit.

13. AIS WATERCRAFT AND EQUIPMENT INSPECTION [107] (ADDED 4-25-19)

A. Description. State laws, regulations, and rules are in effect in Montana to prevent the spread of AIS. The following website includes information to aid in the prevention of AIS: http://cleandraindry.mt.gov/.

B. Requirements. Contact Montana Fish, Wildlife & Parks (FWP) at least 2 weeks prior to operating equipment in or working within an aquatic resource. FWP may require additional inspection or action for aquatic invasive species (AIS) prior to equipment use in any aquatic resource in the State of Montana.

FWP Contact Information		
Fisheries Front Desk:	(406) 444-2449	
Watercraft Inspection Program Coordinator:	(406) 444-5383 – Office	(406) 546-3847 - Cell
Watercraft Inspection Specialist:	(406) 444-5540 – Office	(406) 465-6705 - Cell

1) Ensure all watercraft vessels and equipment that enters Montana from out of state, crosses the continental divide, or enters the Flathead basin is inspected by FWP prior to launch in an aquatic resource in the State of Montana.

2) Clean, drain, dry all watercraft and equipment according to FWP guidelines after exiting any aquatic resource and prior to launch into or use in another aquatic resource.

C. Method of Measurement and Basis of Payment. Work described in this provision is not measured for payment. Consider all costs associated with this provision incidental to performance of the work. Include the cost in the cost of other items.

14. PROTECTION OF AQUATIC RESOURCES – MILLINGS AND CHIPS

A. Description. Fill is prohibited from direct or indirect placement in an aquatic resource without the appropriate permitting or authorizations. Impacts to aquatic resources resulting from surfacing operations, rumble strip installation, and disposal of millings or chips have not been permitted or authorized. Any impacts to these areas and associated consequences, without the proper permitting, are the responsibility of the Contractor.

B. Requirements.

1) Prevent millings and chips from entering aquatic resources during operations and disposal. Millings must be treated as solid waste.

2) Employ positive means, modified sweeping and brooming methods, or pickup and dispose of millings and chips to prevent placement of materials in aquatic resources.

3) The following approximate locations have been identified as apparent aquatic resources in the project limits:

a) RP 372.30, Intermittent Stream/Wetlands, North and South of Roadway
b) RP 373.23, Wetlands, North and South of Roadway
c) RP 373.47, Intermittent Stream/Wetlands, North and South of Roadway
d) RP 376.35, Big Sandy Creek/Wetlands, North and South of Roadway
e) RP 378.30, Beaver Creek/Wetlands, North and South of Roadway

Additional aquatic resources may be present within the project limits. Coordinate with the Project Manager to identify these areas in the field and employ appropriate methods to avoid placement of materials in these areas.

C. Measurement and Basis for Payment. The work covered in this provision is not measured separately for payment. Include cost of modified sweeping and brooming methods or pickup and disposal of milling debris in the price per square yard of Cold Milling. Include the cost of modified sweeping and brooming methods or pickup and disposal of chips during initial sweeping in the cost of Cover Material and during final sweeping in the cost of Final Sweeping and Brooming

15. NOTICE TO BIDDERS [108] (ADDED 11-21-08)

This project is funded in whole or in part by funds received from the Federal Highway Administration (FHWA), and its construction is wholly contingent on the state's continued receipt of those federal funds. If the federal funds are reduced or not received, the Department may choose to terminate the contract for convenience under the provisions of Subsection 108.10. Any bidder on this project, by submitting its bid, understands and accepts the possibility of the contract being terminated in the event federal funds are reduced or not available and by submitting a bid, each bidder waives any claims for costs or damages other than as specifically allowed by Subsection 108.10.2. In particular, bidders understand and accept that no payment will be allowed for any claimed anticipated profit for work not performed.

16. LONGITUDINAL JOINT COMPACTION [401] (REVISED 10-10-19)

Construct all longitudinal joints of new plant mix with either a notched wedge joint or taper the joint edges at a 4H:1V to 6H:1V slope. Confined joints created when paving against a vertically milled surface are excluded from the requirements of this provision.

If using a notched wedge, ensure the notched wedge joint has a vertical edge of at least the maximum aggregate size and no more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. Uniformly compact the sloped portion of the plant mix notched wedge joint. Use a device attached to the screed for shaping and compaction. Submit information on the device used to the Project Manager.

When placing the second pass (hot lane), overlap the paver screed 1.0 ± 0.5 inches onto the cold plant mix. Do not “bump back” or rake the overlapped material.

Complete compaction rolling in accordance with Subsection 401.03.21. Compact the joint area to at least 91.0% of target maximum specific gravity as determined in accordance with MT 328 with the following exceptions:

- 90.0% - ⅜-inch (9.5 mm) mixes with plan depths of less than 0.12-foot (36 mm).

The joint density is determined from cores taken at randomly selected locations after all rolling is complete and before the roadway is open to traffic, based on the length of joint constructed. The joint area is defined as the tapered area at the overlap of the hot and cold lanes. Furnish the Department with a 4-inch or 6-inch core of the compacted joint for every 4000 feet of joint constructed, and at least 3 per project, at locations directed by the Project Manager. Center the core within the tapered area to include both the hot lane and cold lane. Mark the core as directed. Patch the core holes in accordance with Subsection 401.03.21.

Density acceptance by cores for longitudinal joints does not apply to leveling or isolation lifts that have a depth of less than 0.10-foot (30 mm) thick, or first lifts of plant mix surfacing placed directly over crushed aggregate courses.

Separate the plant mix lift to be tested from the total core. Cut the core to the actual lift thickness within ± 0.15-inch (4 mm). The Department recommends using a saw to separate the lift to be tested from the total core. Perform this work within the project limits or other approved location.

The Inspector will witness all of the above activities before traffic is permitted to use the plant mix lift being tested.

Furnish the core immediately to the Inspector after it is removed, marked and separated. Do not remove the cores from the Inspector's visual control at any time. Re-core as directed any time either the Contractor requirements or procedures within this section are not met. The test results of the replacement core to be used in the QA evaluation for the lot represented will be the actual relative in-place density unless it exceeds:

- 90%; then 90% will be used for the relative in-place density of that core in the QA evaluation.
- 89% for ⅜-inch (9.5mm) mixes with plan depths of less than 0.12 foot (36 mm); then 89% will be used for the relative in-place density of that core in the QA evaluation.

MT 328 is used to establish the target Rice density. The bulk specific gravity (AASHTO T 166) determined for each core will be divided by the target Rice density in effect at the time the hot lane mix was produced to determine the relative in-place density. In the event the rolling Rice density differs by 0.5 lbs/ft^3 between the hot and cold lanes, the Rice densities for that location will be averaged. All results will be reported to the tenth of one percent (0.1%).

The approximate joint quantity represented by each sub-lot is 4000 feet. Additional locations and tests may be required. The quantity represented by 5 tests or approximately 20,000 feet of longitudinal joint constitutes a lot whenever production schedules and material continuity permit. A lot represented by 3 to 7 consecutive random sub-lots will be established when there are short production runs, significant material changes, or other unusual characteristics of the work.

Include all costs of furnishing and cutting the cores in the cost of plant mix surfacing. No separate measurement or payment will be made.

Longitudinal joints are evaluated for density on a lot-by-lot basis in accordance with Subsection 105.03.2 using an F factor of 3. The pay adjustment will be calculated using the equation below. The unit cost will be $4.50/foot of joint. Length is the length of longitudinal joint in the lot.

Pay adjustment = (P/100) x Length x Unit Cost

A 0.05 pay factor will be applied to the lots of longitudinal joint when the average density for the lot (Xn) is from 92.0% to 95.0%, inclusive, of the Maximum Specific Gravity (Rice's Method) and the range (R) is 3 or less.

Include all costs associated with constructing the joint in the cost of plant mix surfacing.

17. EMULSIFIED ASPHALT [402] (REVISED 9-21-17)

A. Description. The work is furnishing emulsified asphalt for fog seal or tack coat. The rates shown and the basis of plan quantity are calculated based on undiluted material quantities.

B. Materials. Furnish all emulsified asphalts in accordance with Section 402 and 702.

C. Construction.

1) Use and Application. Furnish and apply emulsified asphalt in accordance with Table 402-3.

Table 402-3

Bid Item	Materials Allowed	Minimum Diluted Residue [1]	Undiluted Shot Rate	
TackCoat [3]	SS-1h, CSS-1h	28.5%	0.05 gal/sy [2]	
Fog Seal			over chip seal	over rumble strips
			0.075 gal/sy	0.05 gal/sy [2]

Note 1: If diluted, as tested out of the distributer, as applied.
Note 2: Apply a double shot of emulsion on concrete surfaces and over rumble strips.
Note 3: When placing tack coat for microsurfacing operations, CQS-1h may also be used.

The contractor may dilute the material as needed to achieve the required undiluted shot rate. Notify the Project Manager of any dilution and the percentage before applying the material. Ensure the dilution rate, if applicable, is indicated on the bill of lading and/or certificate of compliance.

When fog sealing a chip sealed surface, if the material will be diluted, furnish emulsion that has been diluted at the supplier.

When applying tack coat, meet all requirements of Subsection 407.03 other than the dilution and shot rate requirements.

When a double shot of emulsion is called for in the contract, apply 2 applications at the minimum rate specified above. Ensure the first shot is cured prior to applying the second. The minimum undiluted residue is applicable to each shot. If an undiluted emulsion is applied, one shot at twice the minimum rate may be used if approved by the Project Manager.

2) Testing and Acceptance. All emulsified asphalt will be sampled, tested and accepted in accordance with Subsection 402.03. Any diluted emulsion found to be below the minimum residue will not be measured for payment.

D. Method of Measurement. Emulsified asphalt is measured by the undiluted gallon in accordance with Subsection 402.04. When not specified as a contract pay item, emulsified asphalt is not measured separately. Include the cost of emulsified asphalt in the associated work items. Water for diluting emulsified asphalt is not measured separately for payment.

E. Basis of Payment. Payment for the completed and accepted quantities is made under the following:

Pay Item	Pay Unit
Emulsified Asphalt	Gallon

Payment at the contract unit price is full compensation for all necessary resources to complete the item of work in accordance with the contract.

18. EMULSIFIED ASPHALT CHFRS-2P [402] (ADDED 10-10-19)

Furnish CHFRS-2P for areas specified in the contract. Furnish CHFRS-2P in accordance with the table below. Polymerize CHFRS-2P emulsions using at least 3% polymer by weight (mass) of the asphalt binder.

POLYMER MODIFIED CHFRS-2P EMULSIFIED ASPHALT

Property	Test Method	CHFRS-2P
Viscosity at 122 °F (50 °C), sec.	AASHTO T 59	100-400
Sieve, %	AASHTO T 59	0.1 max.
Settlement, 5 days, %	AASHTO T 59	5 max.
Demulsibility, %	AASHTO T 59	60 min.
Storage stability test, 1 day, %	AASHTO T 59	1 max.
Particle charge	AASHTO T 59	Positive
Tests on residue by evaporation: % residue[1] Oil Distillate penetration, 100 g, 5 sec. at 77 °F (25 °C), dmm ductility at 77 °F (25 °C), 5 cm per minute, cm elastic recovery, % Softening Point, °F Float Value @ 140 °F, Sec Viscosity @ 140 °F, Poise Solubility in Trichloroethylene, %	 AASHTO T 59 AASHTO T 59 AASHTO T 49 AASHTO T 51 AASHTO T 301 AASHTO T 53 AASHTO T 50 AASHTO T 202 AASHTO T 44	 65 min. 0.2 max. 90-160 75 min. 55 min. 130 min. 1800 min. 1300 min. 95 min.

19. COLD MILLING [411] (ADDED 10-11-12)

After cold milling, do not leave the remaining pavement exposed to traffic more than 24 hours before placing the plant mix surfacing.

20. SCHOOL CROSSING SIGN ASSEMBLY-SHEET ALUMINUM REFLECTIVE SHEETING (FLUORESCENT YELLOW-GREEN) [704] (REVISED 09-22-17)

A. Description. Where plans specify Signs-Sheet Aluminum Reflective Sheeting (XI), the intended product is a sheet aluminum sign with flexible, colored, wide angel prismatic retroreflective sheeting designed to enhance the day/night visibility of traffic control signs. Assure retroreflective sheeting has a smooth surface with an interlocking seal pattern and datum orientation marks visible from the face. Precoat sheeting with a pressure sensitive adhesive backing protected by a removal liner.

B. Sheeting Performance Requirements. Assure that the sheeting meets the manufacturer's specifications for the ASTM Type XI Reflective Sheeting.

C. Construction Requirements. Construct sign in accordance with these special provisions for sheeting and the standard specifications and details for Sheet Aluminum Signs.

D. Measurement. Measure Signs-Sheet Aluminum Reflective Sheeting by the square foot.

E. Basis of Payment. Payment for Signs-Sheet Aluminum Reflective Sheeting (XI) is at the contract unit price per square foot. Payment at the contract unit price is full compensation for all resources necessary to complete the item of work.

21. CHANGEABLE MESSAGE SIGN

A. Materials. Furnish and install signs that display an OPEN and CLOSED message for the weigh station. Provide signs with weatherproof aluminum housing and an impact resistant polycarbonate face. Provide signs that use a double row of LEDs for the letters with an expected lifetime of 100,000 hours. Provide signs with a white OPEN display and a white CLOSED display. Provide signs with letters that are a minimum 8 inches high. Provide signs that are intended to have the display continuously on. Provide signs that are intended for outdoor use and are UL approved for wet locations. Provide mounting hardware to mount the changeable message sign under the weigh station sign.

B. Construction Requirements. Remove existing OPEN/CLOSED signs. Install new signs and make all electrical connections.

C. Basis of Payment. Payment will be for each Changeable Message Sign in place and operational.

22. TRAFFIC CONTROL DEVICES – PLASTIC DRUMS [618] (REVISED 1-23-20)

Beginning on April 1, 2021, all plastic drums furnished and installed on Interstate projects must include 6-inch retro-reflective white and retro-reflective fluorescent orange sheeting.

Beginning on April 1, 2022, all plastic drums furnished and installed on all projects must include 6-inch retro-reflective white and retro-reflective fluorescent orange sheeting. All other requirements of Detailed Drawing 618-00 still apply.

END SECTION I

Rev. 01/2020

MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes	State protected classes
Race, color, national origin, sex, sexual orientation, gender identity, age, disability, & Limited English Proficiency	Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/ creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, national origin, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, 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:

a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
    i. Statement that PARTY does not discriminate on the grounds of any protected classes.
    ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
    iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

iv. Information on how to request information in alternative accessible formats.

c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml

b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY 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 PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, 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 MDT or relevant US DOT 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 PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non- discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or

b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

Federal

- 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, (29 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 Airways 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 prohibits 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 CFR 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 prevents 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.*).

- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;

- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;

- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of STATE Project NH 1-6(133)372 CN.

- **1.01.02** Intentionally Left Blank

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

MONTANA DEPARTMENT OF TRANSPORTATION
Great Falls District Administrator
200 Smelter Avenue NE
P.O. Box 1359
Great Falls, MT 59403-1359
Phone (406) 454-5880
Fax (406) 453-8737
Email:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **State's District Administrator shown in 1.01.04** and Railway's Manager Public Projects, telephone number (206) 625.6396 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file **BF 10015867** .

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's

operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's Division Engineer ___**Jeremy Van Pelt**_ at (_**406**_)__**863-0318**_ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25' Horizontally from centerline of nearest track

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **State** and must not be undertaken until approved in writing by the Railway, and until the **State** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the State.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **State** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

  The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at **www.everifile.com**, in addition to any other applicable regulatory requirements.

  Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

  Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

  Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone (406) 265-0235)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made

to abolish the position pursuant to union requirements. Neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The Contractor understands and agree that trains cannot be subjected to delay during this time period.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- **1.05.03c** The cost of flagger services provided by the Railway will be borne by **State of Montana**. The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is **1** freight trains per 24-hour period at a timetable speed **10** MPH and **0** passenger trains at a timetable speed of **N/A** MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by

contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.BNSFContractor.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY**

CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Engineering Representative Matt Keim (763) 782-3489.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway’s Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N)
  (i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F)
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: _____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required)**: _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

_____

_____

_____

12. Treatment:

- ☐ First Aid Only _____
- ☐ Required Medical Treatment _____
- ☐ Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:

Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:

Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

1. **BNSF RAILWAY COMPANY REQUIREMENTS**

INSURANCE – Other Than Grade Separations

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $6,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railway employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railway prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate, in Railway's Blanket Railroad Protective Liability Insurance Policy. Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under Contractor's care, custody, or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Contractor shall furnish to Railway an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following addresses:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy must be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain the insurance coverage(s) set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend, and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify Railway herein.

Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, Railway means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

The estimated cost of work located within 50 feet (15 meters) of the railroad track (to base BNSF insurance policies on) is $2,000.

LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

In consideration of the premium charged it is understood and agreed that this Policy shall apply to the liability of the Insured resulting from seepage and/or pollution and/or contamination caused solely by:

a) unintended fire, lightning or explosion: or

b) a collision or overturning of a road vehicle: or

c) a collision or overturning or derailment of a train.

It is agreed that the coverage provided by this Endorsement shall not apply to and excludes:

1. loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operations of the Insured, and/or removal of, loss of or damage to sub-surface oil, gas or any other substance; **[<u>This exclusion does not apply to tunnels for this item.</u>]**

2. any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances;

3. the cost of evaluating and/or monitoring and/or controlling seeping and/or polluting and/or contaminating substances;

4. the cost of removing and/or nullifying and/or cleaning up seeping and/or polluting and /or contaminating substances on property at any time owned and/or leased and/or rented by the insured and/or under the control of the Insured.

OTHER TERMS

All other terms of your policy remain the same.

Name of Insured _____ **Policy Number:** _____ **Effective Date:** _____

Processing Date: _____ **Expiration Date:** _____

_____
Counter Signature

EXHIBIT "D"

NOTICE OF CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The Change Condition is replaced by the following:

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy, and by mailing or delivering to you, the "Contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of change at least 60 days before the effective date of change.

OTHER TERMS

All other terms of your policy remain the same.

Name of Insured _____ **Policy Number:** _____ **Effective Date:** _____

Processing Date: _____ **Expiration Date:** _____

_____
Counter Signature

EXHIBIT "D"

COMMERCIAL GENERAL LIABILITY
CG 28 31 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Paragraph **(a)** of exclusion **f.(3)** of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 – Coverages) is replaced by the follows:

This insurance does not apply to:

f. "Bodily injury" or "property damage' arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at or from the "job location" :

(3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations:

(a) If the pollutants, other than fuels or lubricants for equipment used at the "job location" are brought on or to the "job location" in connection with such operations by such insured, contractor or subcontractor; or

OTHER TERMS

All other terms of your policy remain the same.

Name of Insured _____ **Policy Number:** _____ **Effective Date:** _____

Processing Date: _____ **Expiration Date:** _____

_____
Counter Signature

EXHIBIT "D"

1. BNSF TRAIN DELAY PROVISION

All contracts between the STATE and its contractor, for the construction provided for, or maintenance work on the highway and highway overpass within the RAILROAD's right-of-way, shall include language that specifies the contractor is responsible to RAILROAD, including its affiliated RAILROAD companies, and its tenants for all damages for any unscheduled delay to a freight or passenger train that is caused by the contractor's negligence, failure to comply with its requirements under this agreement, failure to properly coordinate its work with the RAILROAD or any cause not attributable to the RAILROAD, but arising from the contractors activities that affect RAILROAD's ability to fully utilize its equipment and to meet customer service obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment and train service employees, contractual loss of incentive pay and bonuses, and contractual penalties resulting from train delays, caused by the Contractor, or its subcontractors performing work under the project identified herein. It is understood and agreed that this section includes any RAILROAD expenses for delays arising from RAILROAD work necessitated by acts, omissions or negligence of the contractor or subcontractors. RAILROAD agrees that it will not perform any act which would unnecessarily cause train delay and that contractor is not responsible for any train delay caused by a general slow down order by the RAILROAD through the project which are unrelated to the project.

For loss of use, contractor will be billed per freight train hour at an average rate of ($676.27 in 2008) with annual adjustments) per hour per train as determined from RAILROAD's record. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

In addition to the above damages, passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between RAILROAD and its customer. Under these arrangements, if RAILROAD does not meet its contract service commitment, RAILROAD may suffer loss of performance or incentive pay or be subject to a penalty payment. Contractor shall be responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD which are attributable to a train delay caused by or related to this project.

As example, a train arrives 30 minutes after its contract service commitments and RAILROAD is assessed damages per terms of the contract. Either contractor and/or subcontractors caused a 29-minute delay to the train and therefore are not responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD.

As example, a train arrives 30 minutes after its contract service commitments and RAILROAD is assessed damages per terms of the contract. Either contractor and/or subcontractors caused a 31-minute delay to the train and therefore are 100% responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD.

The contractual relationship between RAILROAD and its customers is proprietary and confidential. In the event of a train delay covered by this agreement, RAILROAD will share information relevant to any train delay to the maximum extent consistent with RAILROAD confidentiality obligations. Damages for train delay for certain trains could be as high as $50,000.00 per incident.

The STATE's Contractor and subcontractors shall plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

STANDARD PROVISIONS INDEX

FEDERAL AID PROJECTS CONTAINS

Traffic Control Rate Schedule ..... 3 Pages

Erosion & Sediment Control Rate Schedule ..... 2 Pages

Federal Wage Rates (Rev. 1-3-2020) ..... 9 Pages

Requirements & Acknowledgement for Working on Railroad R/W ..... 1 Page

Table of Contractor Submittals ..... 9 Pages

Materials Manual Index ..... 9 Pages

Required Contract Provisions Federal-Aid Const. Contracts (FORM FHWA-1273) [Rev.5-1-2012] ..... 12 Pages

Supplemental Revisions for Required Contract Provisions Federal-Aid Const. Contracts (FORM FHWA-1273) [Added 2-4-2016] ..... 1 Page

EEO Affirmative Action Req. on Federal-Aid Construction ..... 1 Page

TRAFFIC CONTROL RATE SCHEDULE

(Subsections 618.04.1 & 618.05.1 of the Specifications)
(Traffic Control – Fixed will be at $1 per unit)

Group No.		Traffic Control Device Description	Value in Units of Each Traffic Control Device
1.	Any Size Sign	Signs on Portable Mounts	34/each
2.	Sign Faces up to 15.9 square feet (1.48 square meter)	Signs Mounted on Single Post	130/each
3.	16.0 up to 19.9 square feet (1.49 up to 1.85 square meter)	Signs Mounted on Single Post	136/each
4.	20.0 up to 29.9 square feet (1.86 up to 2.78 square meter)	Signs Mounted on Single Post	148/each
5.	30.0 up to 40.0 square feet (2.79 up to 3.72 square meter)	Signs Mounted on Single Post	216/each
6.	10.0 up to 18.1 square feet (0.93 up to 1.68 square meter)	Signs Mounted on Two Posts	238/each
7.	18.2 up to 19.9 square feet (1.69 up to 1.85 square meter)	Signs Mounted on Two Posts	248/each
8.	20.0 up to 29.9 square feet (1.86 up to 2.78 square meter)	Signs Mounted on Two Posts	268/each
9.	30.0 up to 39.9 square feet (2.79 up to 3.71 square meter)	Signs Mounted on Two Posts	332/each
10.	40.0 up to 49.9 square feet (3.72 up to 4.64 square meter)	Signs Mounted on Two Posts	350/each
11.	50.0 up to 59.9 square feet (4.65 up to 5.57 square meter)	Signs Mounted on Two Posts	512/each
12.	Sign Faces up to 20.0 square feet (1.82 square meter) mounted on Type III Barricade (sign only)	Signs Mounted on Barricade	26/each
13.	4'-0" (1.2 m) to 10'-0" (3.0 m) B (III)	Barricade (reflectorized on one side)	180/each
14.	4'-0" (1.2 m) to 10'-0" (3.0 m) B (III)	Barricade (reflectorized both sides)	188/each
15.	Portable Barricade		
	(1) 2’-0” (0.6 m) to 6’-0” (1.8 m) B (I)	Portable Barricade	22/each
	(2) 2’-0” (0.6 m) to 6’-0” (1.8 m) B (II)	Portable Barricade	22/each
	(3) Type II w/ 24”x12” R9-9,R9-10, or R9-11a Pedestrian Sign	Portable Barricade	24/each

TRAFFIC CONTROL RATE SCHEDULE

(Subsections 618.04.1 & 618.05.1 of the Specifications)
(Traffic Control – Fixed will be at $1 per unit)

Group No.	Traffic Control Device Description	Value in Units of Each Traffic Control Device
16.	Barricade Warning Lights	
	(1) Type A - Low Intensity	10/each/day
	(2) Type B - High Intensity	14/each/day
	(3) Type C - Steady Burn	10/each/day
17.	Drums Plastic	21/each
18.	Object Markers	
	(1) Type 2 Object Markers	26/each
19.	Portable Vertical Panel	14/each
20.	Delineators	
	(1) Design B Delineators	24/each
	(2) Design G Delineators	24/each
	(3) Design A Delineators	24/each
21.	Deleted	
22.	Flexible guide posts	8/each
23.	Portable Arrow Board	
	(1) Set up/take down each shift	12/each/hour
	(2) Long term use	202/each/day
	(2a) Initial Install (only for long term use)	40/each/install
24.	W20-7a and W3-3 Signs with LED Flashers	
	(1) Set up/take down each shift	18/each/hour
	(2) Long term use	172/each/day
	(2a) Initial Install (only for long term use)	18/each/install
25.	Raised rigid pavement markers	6/each
26.	Deleted	
27.	Hinged flexible guide posts 36" (914mm) height	56/each
28.	Deleted	
29.	Temporary traffic control signals (with dual lights and adjustable mast arms)	
	(1) Set up/take down each shift	36/each/hour
	(2) Long term use with initial install	646/each/day
	(2a) Initial Install (only for long term use)	52/each/install
30.	Temporary traffic tape yellow or white 4" (102mm)	4/foot 13/m

TRAFFIC CONTROL RATE SCHEDULE

(Subsections 618.04.1 & 618.05.1 of the Specifications)
(Traffic Control – Fixed will be at $1 per unit)

Group No.	Traffic Control Device Description		Value in Units of Each Traffic Control Device
31.	Changeable Message Signs, 3 line 8'x8' (2.7m x 2.7m) size		
	(1) Set up/take down each shift		18/each/hour
	(2) Long term use with initial install		300/each/day
	(2a) Initial Install (only for long term use)		44/each/install
32.	Install or remove signs on existing post mount		6/each
33.	Deleted		
34.	Flag Person	Zone 1	56/each/hour
		Zone 2	60/each/hour
		Zone 3	62/each/hour
35.	Pilot Car	Zone 1	86/each/hour
		Zone 2	90/each/hour
		Zone 3	90/each/hour
36.	Flagger Illumination		
	(1) Portable Light Tower		14/each/hour
	(2) Non-Glare (Balloon) Lighting		18/each/hour
37.	Alternative Devices: Items not covered under this rate schedule may be included as alternate devices. The rate will be determined in accordance with Subsection 109.04.1 or 109.04.2		Agreed upon prices converted to number of units
38.	Deleted		
39.	Pedestrian temporary curb ramp		284/each
40.	Pedestrian barricade		24/ft 78/m
41.	Deleted		
42.	Temporary Portable Transverse Rumble Strips 11ft (3.4 m) length		246/each
43.	Illuminated Flagger Paddle		6/each/hour
44.	Business Access Signs (including business name)		44/sq ft (478/ sq m)

2015 Erosion & Sediment Control Rate Schedule
Rev. 10/8/15

Group No.	Erosion/Sediment Control Device	Value in Units per Each English (metric)
SS-2 Mulch Cover		
	Mulch, Hydraulic Wood – 1000 ft^2 (100 m^2)	60 (65)
	Mulch, Dry Straw, Hand Sown – 1000 ft^2 (100 m^2)	120 (129)
	Mulch, Composting – 1000 ft^2 (100 m^2)	150 (162)
SS-4 Erosion Seeding		
	Erosion Seeding by Hand – Acre (ha)	200 (494)
SS-5 Soil Binder		
	Guar – Acre (ha)	380 (938)
SS-6 Rolled Erosion Control Blankets		
	Non-biodegradable	
	Class I & 2 Geotextiles – 1000 ft^2 (100 m^2)	380 (409)
	Class 3 Geotextiles – 1000 ft^2 (100 m^2)	480 (517)
	Plastic Cover – 1000 ft^2 (100 m^2)	300 (323)
	Biodegradable	
	Straw/Coconut (70/30) Erosion Control Blankets – 1000 ft^2 (100 m^2)	225 (242)
	Coconut (Coir) Erosion Control Blankets – 1000 ft^2 (100 m^2)	390 (420)
SC-1 Silt Fence		
	Unstabilized Silt Fence – 100 ft (30 m)	230 (226)
	Stabilized Silt Fence – 100 ft (30 m)	540 (532)
SC-4 Check Dams		
	Rock Check Dam – 1 yd^3 (1 m^3)	100 (132)
	Triangular 10” Silt Dike – 25 ft (1 m)	240 (32)
SC-5 Dugout Ditch Basin – each		20
SC-6 Fiber Rolls (Not used for inlet/outlet protection)		
	8” Fiber Rolls – 100 ft (30 m)	290 (285)
	12” Fiber Rolls – 100 ft (30 m)	350 (345)
SC-7 Compost Socks		
	8” Compost Socks – 100 ft (30 m)	260 (256)
	12” Compost Socks – 100 ft (30 m)	320 (315)
SC-8 Brush Barrier – 100 ft (30 m)		270 (266)
SC-9 Sandbag Barrier (Not used for inlet/outlet protection) – 100 ft (30 m)		180 (177)
SC-10 Gravel Bag Berm – 100 ft (30 m)		310 (305)

SC-12 Inlet/Outlet Protection

Silt Fence Barrier – each	70
Straw Bale Barrier – each	110
Sandbag Barrier – each	110
Gravel and Mesh Barrier – each	160
8” Fiber Roll – 100 ft (30 m)	340 (335)
Wire Wrapped Rock Wattles – each	100
Curb Socks – each	100
Below Inlet Grate Device – each	140

General Decision Number: MT20200079 01/03/2020

MT79 Superseded General Decision Number:

MT20190079 State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at ww.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUMT2014-001 02/19/2014

	Rates	Fringes
CARPENTER		
Carpenter/Piledriverman....	$ 29.00	11.82
Millwright.....	$ 32.00	11.82

Zone 1: 0 to 25 miles - Free
Zone 2: 25 to 50 miles - Base Pay +$2.50
Zone 3: Over 50 miles - Base Pay +$3.00

The Carpenter zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Missoula, Kalispell

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract.

CEMENT MASON/CONCRETE FINISHER...$ 24.87 10.80

Zone 1: 0 to 25 miles - Free
Zone 2: 25 to 50 miles - Base + $2.50
Zone 3: Over 50 miles -Base + $3.00

The Cement Mason/Concrete Finisher zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Missoula, Kalispell

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

DIVER

Diver Tender.....$ 37.16 14.52
Diving.....$ 76.32 14.52
Stand-By.....$ 38.16 14.52

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

Depth Pay (Surface Diving):

0-20 ft.: Free zone
>20-100 ft.: $2.00 per ft.
>100-150 ft.: $3.00 per ft.
>150-220 ft.: $4 00 per ft.
>220 ft.: $5.00 per ft.

Diving in Enclosures (Diver Only):
0-25 ft.: Free zone
>25-300 ft.: $1.00 per ft.

DIVER ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following cities only to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

Zone 1: 0 to 25 miles - Free
Zone 2: 25 to 50 miles - Base Pay +$2.50
Zone 3: Over 50 miles - Base Pay +$3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

ELECTRICIAN (LINE CONSTRUCTION)

Equipment Operator.....$ 33.27 14.16
Groundman.....$ 25.98 13.25
Lineman.....$ 43.43 15.38

TRAVEL PAY:

$50.00 per day - 0-25 Miles from the County Courthouse of the following cities: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell and Missoula

$60.00 per day - Over 25 Miles

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

ELECTRICIAN

All Areas.....$ 32.74 13.42

TRAVEL PAY:

Zone 1: 0 to 10 miles – Free
Zone 2: 10 to 60 miles - Federal mileage both ways/day
Zone 3: Over 60 miles - $75.00 per day

The Electrician zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

IRONWORKER.....$ 27.25 20.98

TRAVEL PAY:

0 to 45 miles - Free
45-85 miles - $55.00 per day
Over 85 miles - $85.00 per day

The Ironworker zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following cities to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

Zone 1: 0 to 25 miles - Free
Zone 2: 25 to 50 miles - Base + $2.50
Zone 3: Over 50 miles - Base + $3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

LABORER

Group 1.....$ 20.90 9.60
Group 2.....$ 23.97 9.60
Group 3.....$ 24.19 9.60
Group 4.....$ 25.18 9.60

GROUP 1: Flag Person
GROUP 2: All General Labor work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Rip rapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hose man; Tool Checker and Houseman; Traffic Control Worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod- Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman ($1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck Mounted Wagon Drill; Welder including Air Arc

LABORERS ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following cities only to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

Zone 1: 0 to 25 miles - Free
Zone 2: 25 to 50 miles - Base Pay +$2.50
Zone 3: Over 50 miles - Base Pay +$3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

PAINTER (Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in application of pavement markings including epoxies, paints, tape, buttons, thermo-plastics and any other products applied for traffic marking purposes and for directing and regulating traffic and cutting rumble strips) .....$ 28.00 10.30

PAINTER ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following cities only to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

ZONE 1: 0 to 25 miles - Free
ZONE 2: 25 to 50 miles - Base Pay +$2.50
ZONE 3: Over 50 miles - Base Pay +$3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract.

POWER EQUIPMENT OPERATOR:

Group 1.....	$ 26.52	10.40
Group 2.....	$ 28.55	10.40
Group 3.....	$ 29.41	10.40
Group 4.....	$ 30.10	10.40
Group 5.....	$ 31.44	10.40
Group 6.....	$ 32.13	10.40
Group 7.....	$ 34.23	10.40

GROUP 1: Air Compressor; Auto Fine Graders; Belt Finishing Machine; Boring Machine (small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front End Loader Under 1 CU Yard; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, All Except Cranes & Shovels; Pump man

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 CU Yard; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer; Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front End Loader 1 CU Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types; Hoist/Tugger, All; Hydralift & Similar; Industrial Locomotive; Motor Patrol, Except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, Other Than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 Tons and Over; Ross Carrier; Rotomill Under 6 Ft; Trenching Machine; Washing/Screening Plant

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel Over 3 CU Yard; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes; Creter; Cranes, Electric Overhead; Cranes 24 Tons and Under; Curb Machine/Slip Form Paver; Finish Dozer; Front End Loader Over 5 CU Yard; Mechanic/Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, Over 6 FT; Scraper, Single, Twin or Pulling Belly Dump; Yo-Yo Cat

GROUP 4: Asphalt/Hot Plant Operator, Cranes, 25 Tons to 44 Tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

GROUP 5: Cranes, 45 Tons to Including 74 Tons

GROUP 6: Cranes, 75 Tons to Including 149 Tons; Crane, Whirley (All)

GROUP 7: Cranes, 150 Tons to Including 250 Tons (Add $ 1.00 for Every 100 Tons Over 250 Tons; Crane, Tower (All)

POWER EQUIPMENT OPERATOR ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following cities only to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

Zone 1: 0 to 25 miles - Free
Zone 2: 25 to 50 miles - Base Pay +$2.50
Zone 3: Over 50 miles - Base Pay +$3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

TRUCK DRIVER

Group 1.....$ 22.39 10.16
Group 2.....$ 28.06 10.16

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and Similar Equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/ Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

TRUCK DRIVER ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following cities only to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula

Zone 1: 0 To 25 Miles - Free
Zone 2: 25 To 50 Miles - Base Pay +$2.50
Zone 3: Over 50 Miles - Base Pay +$3.00

The agency shall calculate the mileage and include it in the special provisions of the bid documents and awarded contract

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive

care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

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

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END OF GENERAL DECISION

"CONTRACTOR REQUIREMENTS AND ACKNOWLEDGMENT FOR WORKING ON RAILROAD RIGHT-OF-WAY"

This document must be dated and signed by the Contractor and submitted to the State before occupying or working on Railroad right-of-way.

1) No change, which has a direct effect on the Railroad, will be made to construction plans without submitting revised plans and receiving approval from the Railroad. Work covered by the plans, that requires flagging, will be covered by the Railroad/Highway Agreement. For work that is a result of the contractor's discretion, flagging protection will be required when equipment crosses or is working within 25 feet (7.62 meters) of center of any live track. When deemed necessary by local Railroad officers, a flagman may be required at all times while working on Railroad right-of-way in high density rail traffic area.

2) Crossing of any Railroad tracks must be done at approved locations and must be full depth timber, rubber, etc. Any equipment with steel wheels, lugs or tracks must not cross steel rails without the use of rubber tires or other approved protection. This shall apply specifically to, but not be limited to, access for Contractor furnished gravel, borrow or waste sites. The Contractor will be required to obtain a permit from the Railroad, and comply with any provisions thereof, before using any private Railroad crossings. All track crossing locations must be covered by a Private Roadway and Crossing Agreement. This does not apply to any public crossing.

3) Costs of flagging or planking protection of the tracks, which are a direct result of the planned construction, will be paid for by the State. Costs of flagging, planking for protection of the tracks, installation of new crossings or other work caused by the Contractor's discretion, will be paid by the Contractor.

4) When work to be performed by the Contractor is not covered in the Railroad/Highway agreement, the Contractor must furnish a plan to the Railroad for approval showing details as to how any work that may affect the Railroad will be accomplished.

5) Storing of construction materials or any other material, including dirt, sand, etc., within the Railroad right-of-way, will not be allowed unless covered by an easement, construction permit, or Contractor's permit/lease.

6) Construction within 25 feet (7.62 meters) of the center of any track not covered by the Railroad/Highway agreement will require plan approval and authorization by the Railroad Superintendent Maintenance and Engineering. This includes, but is not limited to, any excavation, slope work and driving of sheet piling.

7) No vehicles, equipment or machines shall be parked or stored unattended within 25 feet (7.62 meters) of any track, on railroad right-of-way, without specific written approval of the Railroad.

8) When any work is to be performed on Railroad property by the Contractor that is not shown in the construction plans, the Contractor must submit a detailed plan of the work to the Railroad for their approval.

CONTRACTOR'S ACKNOWLEDGMENT:

_____
Company

By: _____
Name

_____
Title

_____
Date

WORK SITE LOCATION:

_____
Town

_____
State

_____
Project #

Rev. 01/01/04

SPECIAL PROVISION
TABLE OF CONTRACTOR SUBMITTALS
(Revised 11-15-18)

This Table of Contractor Submittals summarizes the minimum required submittals. The table references and notes any revisions to the Standard and Supplemental Specifications and clarifies the submittal process. The table may not be all-inclusive and does not include submittals required by other Special Provisions. Provide all submittals required by the contract, including those not listed in the table. If a discrepancy exists, submittals required by other Special Provisions in the Contract supersede this Table of Contractor Submittals.

All submittals go to the Project Manager. (.PDF) documents and electronic storage devices are encouraged in lieu of hard copies. Submit copies as a complete document for each type submitted. Contractors may also use MDT's FTP site for documental submittals. Contact the Project Manager for information on using the FTP site and documents requiring signatures.

Submittals to Contract Plans and required as part of the bidding and award process are not included in this Table. Refer to Subsections 105.03.4 and 105.04 for more information.

The forms required below can be obtained from the MDT Internet Website (http://www.mdt.mt.gov/publications/forms/const_forms.shtml) or from the Project Manager.

SPECIFCATION REFERENCE	DESCRIPTION	TIMING
104.05.3	Approval of detour bridge	20 business days before starting the work
104.05.4(B)	Winter shutdown inspection (form MDT-CON-104-05-4)	3 calendar days after inspection
104.06.2	Encroachment permit (form MDT-MAI-007)	See Subsection 105.02
104.08	Value Engineering Proposal	Specified in proposal
105.02	Working drawings for required work not included in the contract plans	20 business days before starting work
105.08	Request for staking (form MDT-CON-105-08-1)	48 hours before staking
105.08.2(A)	Survey plan	14 calendar days prior to survey work
105.08.2(C)	Culvert length notes (form MDT-CON-603-03-1)	See Subsection 105.02
105.08.2(G)	Notes of layout, primary controls and references	10 business days upon completion of function
105.08.4	Original bridge survey notes	Upon request
105.08.4	Structure excavation cross section notes	24 hours before excavation
105.08.4	Corrections due to Contractor errors	2 business days before performing corrective work

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
105.08.6	Notification of a completed section, to request finish grade check	The day a section is completed
105.15	Component inspection (form MDT-CON-105-15-1)	10 business days from inspection
105.16.1	Notice of claim (form MDT-CON-105-16-1A)	1 business day as described in Subsection 105.16.1
105.16.2	Submission of certified claim (form MDT-CON-105-16-2)	7 calendar days after response from Project Manager
105.17.1	Final walk-through request (form MDT-CON-105-17-1B)	See Subsection 105.17.1
	Final walk-through verification request (form MDT-CON-105-17-1D)	
105.17.2	Contractor's certificate of work complete (form MDT-CON-17-2)	See Subsection 105.17.2
106.01.1	Source of supply	20 business days before incorporating
106.02.2	Contractor/Landowner agreements	Before crushing or placing borrow
106.02.5(B)	Open Cut Mining Permit	Before removing regulated material
106.06	Documentation required by the QPL	Prior to incorporating into work
106.09	Domestic materials (form 406)	Before incorporation into work
107.06	Public safety	2 calendar days before starting that type of work
107.07(A)	Contractor's requirements and acknowledgement for working on RR ROW	Before entering or using RR ROW
107.08	Bridge formula calculations, drawing of axle spacing, tare weight and overall length of trucks	Before transporting material or equipment
107.11.1	Copies of approved environmental permits or authorizations	Before starting work requiring permit
	Correspondence to or from regulatory agencies	7 calendar days of sending or receiving noncompliance
107.11.2	404 Permit and/or SPA 124	3 copies; 60 calendar days before starting regulated work
	Tribal Water Quality Permit	3 copies; 60 calendar days before starting regulated work
107.11.2	Completed contractor's borrow source worksheet, when the project involves a U.S. Army Corps of Engineers Nationwide Permit.	Before placing borrow
	Montana DEQ for Clean Water Act Section 401 Certification, when project Involves a U.S. Army Corps of Engineers Nationwide Permit.	Concurrent with submittal to DEQ
107.22	Contractor furnished material sites outside of Department R/W	Concurrent with permitting process.
108.01.3	Payment information for all subcontractors to Civil Rights (https://app.mdt.mt.gov/spr//)	Within time frames stated in Special Provision

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
108.03.1	Copies of completed applications for all permits, approvals, clearances	Upon receipt of notice of award
	Approved permits, reclamation plans, and clearances	Upon receipt of approved permits
	Request to perform night work	24 hours before starting work
108.03.2	Activities schedule chart / written narrative	Upon receipt of Notice of Award, and updates required in accordance with Subsection108.03.2
108.03.3	CPM electronic and printed schedule	Upon receipt of Notice of Award, and updates required in accordance with Subsection 108.03.2
	Electronic schedule monthly update	One week before the end of prior estimate cycle
108.07.3	Protest of time assessment	5 business days upon receipt of Time Assessment
108.07.5	Request for time extension	10 Business days from time of alleged delay
108.07.6	Request for delay compensation, daily records, reports, summaries	30 calendar days from time of alleged delay
108.08	Objections of the assessment of Liquidated Damages	Within 30 calendar days of receipt of Departments notification
108.10.2	Claim for termination costs	60 calendar days after termination date
109.11	Fuel price adjustments is optional, if participation is requested, submit the fuel price adjustment worksheet (form MDT-CON-109-11)	At the preconstruction conference or by Notice to Proceed Date, whichever comes first
201.03.5	Disposal location of non-salvageable treated timber	Upon request
201.03.5(A)	Approval of burning pit locations within ROW	
201.03.5(B)	Approval to incorporate non-hazardous solid material into the work	
202.03(B)	Removal or salvage of bridges	20 business days prior to removal
203.03.2(B)	Certified laboratory test for field cured cylinders	After 10-day cure or 70% strength
	Method to support structure / early embankment placement	Before early placement
204.03.1	Blasting Consultant	7 calendar days before the pre-construction conference
204.03.3	Master Blasting Plan (form MDT-CON-204-03-3)	Min. 10 business days before test or production operations.
204.03.3(A)	Report of Blasting (form MDT-CON-204-03-3A)	Min. 10 business days before test or production operations.
	Individual Production Blast Plan for subsequent blasts	Min. 4 business days prior to planned blast day
204.03.3(B)	Safety Plan	Min. 10 business days before test or production operations.
	Blast log, explosive consumption and loss report	Daily during blasting operations
204.03.3(B)9(b)	Contact list	Min. 10 business days before test or production operations

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
204.03.5(C)	Misfires	Within 24 hours of blast
204.03.7(B)	Discrepancies	Submit with the Weekly Blasting Logs
204.03.9(A)	Drilling Logs	Daily
204.03.9(B)	Blasting Logs	Weekly
204.03.10(A)	Pre-Blast Condition Survey	Prior to the start of blasting operations
204.03.10(B)	Post Blast Condition Survey	Within 48 hours of completing the survey
204.03.10(C)	Vibration Control Monitoring	Min. 10 business days before test or production operations
206.03.3	Detour bridge design and calculations	20 business days before constructing detour bridge
207.03.6	Foundation preparation, use of CLSM	Min. 5 business prior to use
208.03	Completed SWPPP inspection reports	Per permit requirements
	Non-compliance reports (self-reporting) to DEQ and all related correspondence to and from DEQ	Within 14 calendar days of date of correspondence
208.03	Completed MPDES permit transfer package	3 copies; Within 14 calendar days of receipt of DEQ notification
208.03.2	signed NOI for the DEQ Stormwater Permit and NOI confirmation	3 copies; Before earth disturbing activities
	signed SWPPP for EPA Stormwater Permit and NOI confirmation	
208.03.2(D)	Erosion control plan	Before earth disturbing activities
208.03.3(C)	Bridge removal plans	45 calendar days before removal
209.03.3	Drawings and calculations for cofferdam and dewatering	20 business days before start of cofferdam work
	Request to increase seal depth	Before starting work
209.03.5	Footing rod soundings	Upon request
301.03.7	Traffic gravel- use of millings	Before starting placement
301.03.8	Aggregate treatment	
304.02.5	CTB mix design	10 business days before starting production
401.02.4	Additives for Warm mix	20 business days before warm mix production
401.03	Job mix targets (form MDT-CON-401-03)	Prior to 2000 tons production of plant mix,
401.03.1	Plant mix design	Min. 30 calendar days prior to production

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
401.03.8	Approve weighing equipment	Upon request
401.03.10	use of EPA-UOF, certified test results	Per load delivered to the project
401.03.12	Calibration Checks with asphalt specific gravity test report	During calibration
401.03.13	Print of permanent record - submitted daily	Daily
401.03.18	Approval to pave between November 1st and April 15th	Before paving after November 1st
402.03.5	Acceptance of bituminous materials, bill of lading	Upon receipt of shipment
402.03.6	Temperature viscosity of each asphalt used on project	Before starting production
402.03.8	Notification of change to PGAB components	Before making changes
402.03.8(A)	PGAB shipping, handling & storage requirements	Before delivery
403.03.1	Blotter Material – type and application rate	10 calendar days before starting operations
409.01.1	Notification of seal coat work prior to July 4 and from August 21st through August 31st	Before starting work
409.02.1	Compatibility tests for each aggregate source	Before starting, for information only
409.03.2	Application rates, conditions and changes	Before starting, for information only
409.03.8	Detailed repair plan	14 calendar days of notification of required repairs
501.03.21	Accelerated paving techniques	7 calendar days before use
551.03.2(A)	Proposed concrete mix design (form MDT-MAT-008)	14 calendar days past year, 33 calendar days new
551.03.2(B)	Batching sequence for deck and overlay class concrete	Submit with mix design
551.03.2(E)	CLSM mix design	14 calendar days before start of production
551.03.3(A)	Quality Control	Upon request
551.03.6(A)	Hot weather concrete plan	15 calendar days prior to placement
551.03.6(B)	Cold weather concrete plan	15 calendar days prior to placement
551.03.6(B)(3)	Protection of concrete – temperature recording device	daily
551.03.7	Alternate curing methods	Before start of production
551.03.8(C)	Procedure to evaluate failed in-place concrete	3 calendar days of notification of required repairs
551.03.8(B)(4)	Concrete-small quantities - batch proportion sheet	Before start of production

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
553.02.2	Reinforcing steel substitutions	Before starting production
553.02.4	Certified copy of typical load - elongation curves	Before starting production
553.03.1	Fabrication plant certification for pre-stressed concrete members	Min. 20 business days prior to production
553.03.1	Approval to change pre-stressing details	Refer to Subsection 105.02
553.03.2	Fabrication drawings and design	
553.03.3	Submit concrete mix design for girders	
553.03.7	Alternate pre-tensioning initial loading proposals	
	Elongation calculations	Before starting production
553.03.8(C)	Method of tensioning draped strands	Refer to Subsection 105.02
553.03.9(A)1	Concrete batch sheets	Before starting production
553.03.12	Post tensioning records	During production
554.03.1	Fabrication drawings-precast concrete products excludes box culverts	Refer to Subsection 105.02
554.03.2	Proposed mix design	Before starting fabrication. Refer to Subsection 551.03.2
554.03.6	Procedure for curing by other methods	Before use
555.03.2	Special fabrication or bends exceeding 90 degrees for #14S and #18S	Before fabrication
555.03.3	Request to weld reinforcing steel	Before starting placement
555.03.5	Shipping invoice	Each shipment & before placement
	Certified mill test reports	
	Fabricator certification statement for mill tests	
	Certificate of compliance for epoxy coating	
556.03.1	Modifications to quality assurance and control program	20 business days prior to beginning fabrication
556.03.2	Fabrication drawings for steel structures	Refer to Subsection 105.02
556.03.2(B)	Certificate of compliance, for all bolts, nuts and washers	Before placement into work
556.03.3(4)	Mill test reports	
556.03.5	Quality control plan	20 business days prior to fabrication

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
556.03.8(B)(1)	Pre-installation verification	Before placement into work
556.03.12	Erection diagram	Each shipment
556.03.14	Steel erection plan	14 calendar days prior to construction of superstructure
556.03.15	Falsework plans	Refer to Subsection 105.02
557.03.1	Fabrication drawing for steel bridge railing	
558.03.1	Drilled shaft ASC and WN	20 business days before start of drilling
558.03.7	Field welding permanent casing	20 business days prior to welding
558.03.9	Obstruction removal	Within 2 business days of encountering obstruction
558.03.13	Concrete placement record	After completion of the pour
558.03.15(B)	Drilled shaft corrective action	14 calendar days after notification
559.02.1	Mill tests for steel piles	Each shipment & before driving
559.03.1(A)	Hammer manufacturers chart	20 business days before driving
	Calibrated chart	14 calendar days before use
559.03.2	Wave equation analysis	20 business days before driving
	Pile driving equipment (form MDT-CON-559-03-2)	
559.03.3(B)(1)	Plans for proposed loading system	20 business days before test
559.03.3(B)(2)	Pile specialty consultant resume (Dynamic Load testing)	20 business days before load testing
	Graph and report	Within 48 hours of completion of test
559.03.4	Plan for correcting pile out of alignment	Within 2 working days after driving
561.03.1	Bridge deck milling plan	14 calendar days before starting work
561.03.3	Hydrodemolition records and settings	Prior to beginning work
562.03.1	Bridge deck repair requirements	14 calendar days before starting work
562.03.6(A)	Description for sequence and equipment for repair concrete	
563.03.1	Modified concrete overlay submittals	10 business days before concrete placement
564.03	Corrective action - tolerances	Before proceeding after deficiency is found

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
565.03.1	Bearing devices shop drawings	20 business days before fabrication
603.03.1	Optional pipe material	7 calendar days before the pre-construction conference
605.03.1	Fabrication submittals	10 business days before casting members
606.03.1	Manufacture's installation instruction for guardrail terminal sections and impact attenuators.	15 calendar days prior to installation, if requested
	Submit form MDT-CON-606-03	Prior to installing items
611.02.4	Fabrication drawings for cattle guards	20 business days before fabrication
612.02	Product data sheets	20 business days before starting work
612.03.1(A)	Description of coating system	
612.03.1(B)	Pollution controls (Per OSHA & EPA)	7 calendar days before the pre-construction conference
616.03.1	CLSM mix design for trenching	14 calendar days before start of production
617.03.2	Equipment list and drawings	20 business days before beginning work
617.03.17	Accessible pedestrian signals, voice message detail sheet	Submit with electrical submittals
618.03.2	Traffic control plan	7 calendar days before the pre-construction conference
618.03.2(A)	Documentation for NCHRP 350 or MASH requirements (form MDT-CON-618-02)	With the traffic control plan
618.03.2(A)(9)	Written narrative	7 calendar days before the pre-construction conference.
618.03.2(B)	Traffic control updates	As described in Subsection 618.03.2 B
618.03.4	Name of person responsible for traffic control	At the pre-con conference
618.03.6	Request for access break approval (form MDT-CON-618-03-6)	Before starting work
618.03.7(B)	Temporary crossing proposal	With traffic control plan and written narrative
618.03.13	Contractor's proposed speed limits (if different than Table 618-5)	5 calendar days before installation
619.03.2	Shop drawings / weld procedures/design calculations for, sign bridges, overhead cantilever sign structures, and overhead sign structural components and mounting hardware	Refer to Subsection 105.02
	Manufacturers installation instructions for square tubular sign posts	15 calendar days before installation
	Weld procedures, every 6 months or whenever changed or modified	Upon request
619.03.3	Manufacturer's installation instructions	15 calendar days before installation

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SPECIFCATION REFERENCE	DESCRIPTION	TIMING
620.03.1	Manufacturer's material certifications	Before application
620.03.3	Calibration certification	
620.03.7(A)	Manufacturer’s instructions	24 hours before application
620.03.10	Proposed method for pavement marking removal	10 calendar days before use
622.02.2	Geotextile information	Before Installation
622.02.4	Manufacturer's certificate of compliance	Upon arrival on the project
622.03.1	Seam assembly description	With sample, before installation
623.02	NCHRP 350 or MASH compliant support certification	Before installation
624.03.3	Welding certification	20 business days before welding
701.11	Glass cullet certification	Upon request
704.01.10(C)	Manufacturer's certification	Each shipment, before application
707.03.2	Manufacturer's certification for rubber waterstops	Upon request
707.03.3	Manufacturer's certification	Each shipment, before application
709.02	Water tightness test method	Before testing
709.03	Supplier's itemized statement of plate sizes	Each shipment, before installation
710.02	Manufacturer’s MSDS	Before applying
710.03	Manufacturer’s certification for powder coating	
711.15	Manufacturer's certification for preformed joint seal	Before installation
711.16	Manufacturer's certification for fiber reinforced pads	
711.18	Mechanical rebar connectors product data sheet	
712.02.2	Certification that wire meets AASHTO M 280 requirements	
713.08	Written waiver, notification of seed source and approximate start date	Before application
713.11	Product data sheet	Before installation

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CURRENT DATE OF REVISION
MT 100 SECTION
CONCRETE

Test Method No.	Title	Pages	Date of Publication or Revision
MT 100	Contractor Submitted Concrete Mix Design	3 pp	Dec 2017
MT 101	Making and Curing Compressive and Flexural Strength Test Specimens in the Field	1 pp	Dec 2015
MT 102	Eliminated *(Use AASHTO T 152 Air Content of Freshly Mixed Concrete by the Pressure Method)*		
MT 103	Measuring the Thickness of In-Place Concrete by Use of Concrete Thickness Gauge	3 pp	Mar 2007
MT 104	Eliminated *(Use AASHTO T 119 Slump of Hydraulic Cement Concrete)*		
MT 105	Eliminated *(Use AASHTO R 60 Sampling Freshly Mixed Concrete)*		
MT 106	Eliminated *(Use AASHTO T 148 Measuring Length of Drilled Concrete Cores)*		
MT 107	Eliminated *(Use AASHTO T 196 Air Content of Freshly Mixed Concrete by the Volumetric Method)*		
MT 108	Sampling and Certification of Portland Cement	2 pp	Jun 2004
MT 109	Method for Sampling Water	1 pp	Jun 2004
MT 110	Reinforced Concrete Pipe and Other Precast Items	4 pp	Jan 2012
MT 111	Sampling, Inspection and Reporting on Prestressed Structural Members	3 pp	Jan 2012
MT 112	Eliminated *(Use AASHTO T 24 Obtaining and Testing Drilled Cores and Sawed Beams of Concrete)*		
MT 113	Eliminated *(Use ASTM E965 Measuring Pavement Macrotexture Depth Using a Volumetric Technique)*		
MT 114	Sampling for Chloride Content of Bridge Deck Concrete	3 pp	Feb 2010
MT 115	Eliminated *(Use AASHTO T 121 Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete)*		
MT 116	Eliminated *(Use AASHTO T 347 Slump Flow of Self-Consolidating Concrete (SCC))*		
MT 117	Making and Curing Concrete Compressive and Flexural Strength Specimens in the Field for Self-Consolidating Concrete (SCC)	1 pp	Jun 2017
MT 118	Eliminated *(Use AASHTO T 152 Air Content of Freshly Mixed Concrete by the Pressure Method)*		
MT 119	Moisture Correction for Concrete Mix Designs (formerly MT 506)	1 pp	Jun 2004
MT 120	Vacant		
MT 121	Effect of Organic Impurities in Fine Aggregate on Strength of Mortar	1 pp	Jun 2016
MT 122	Optimized Aggregate Gradation for Hydraulic Cement Concrete Mix Designs (formerly MT 215)	6 pp	Jan 2017

CURRENT DATE OF REVISION
MT 200 SECTION
SOIL AND AGGREGATE

Test Method No.	Title	Pages	Date of Publication or Revision
MT 200	Vacant *(Use AASHTO R 58 Dry Preparation of Disturbed Soil and Soil-Aggregate Samples for Test)*		
MT 201	Sampling Roadway Materials	7 pp	Oct 2013
MT 202	Sieve Analysis for Fine and Coarse Aggregate	9 pp	Nov 2011
MT 203	Eliminated *(Use AASHTO T 19 Bulk Density (Unit Weight) and Voids in Aggregate)*		
MT 204	Eliminated *(Use AASHTO T 84 Specific Gravity and Absorption of Fine Aggregate)*		
MT 205	Eliminated *(Use AASHTO T 85 Specific Gravity and Absorption of Coarse Aggregate)*		
MT 206	Vacant (ELIMINATED)		
MT 207	Centerline Soil Survey	10 pp	Jun 2004
MT 208	Eliminated *(Use AASHTO T 89 Determining the Liquid Limit of Soils and AASHTO T 90 Determining the Plastic Limit and Plasticity Index of Soils)*		
MT 209	Eliminated *(Use AASHTO T 96 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine)*		
MT 210	Moisture-Density Relations of Soils Using 5.5 lb. Rammer and 12 In. Drop	1 pp	Dec 2016
MT 211	Eliminated *(Use AASHTO T 134 Moisture-Density Relations of Soil-Cement Mixtures)*		
MT 212	Determination of Moisture and Density of In-Place Materials	5 pp	Sep 2018
MT 213	Eliminated *(Use AASHTO T 176 Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test)*		
MT 214	Eliminated *(Use AASHTO M 145 Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes)*		
MT 215	Vacant (moved to MT 122)		
MT 216	Method of Sampling and Testing Cement Treated Base	5 pp	Oct 2013
MT 217	Eliminated *(Use AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate)*		
MT 218	Determining Relative Compaction and Percent Moisture	2 pp	Jun 2004
MT 219	Controlling Compaction Using a Control-Strip Test-Section Technique with Nuclear Gauges	3 pp	Aug 2019
MT 220	Eliminated *(Use AASHTO T 100 Specific Gravity of Soils)*		
MT 221	Eliminated *(Use AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying)*		
MT 222	Eliminated *(Use AASHTO T 191 Density of Soil In-Place by the Sand-Cone Method)*		
MT 223	Eliminated *(Use AASHTO T 112 Clay Lumps and Friable Particles in Aggregate)*		
MT 224	Vacant (ELIMINATED)		
MT 225	Vacant (ELIMINATED)		
MT 226	Maximum Acceptable Deviations in Sieve Analysis of IA Samples	1 pp	Dec 2016
MT 227	Eliminated *(Use AASHTO T 265 Laboratory Determination of Moisture Content of Soils)*		

CURRENT DATE OF REVISION
MT 200 SECTION
SOIL AND AGGREGATE

Test Method No.	Title	Pages	Date of Publication or Revision
MT 228	Method of Establishing Field Target Density for Cement Treated Base Density Control	1 pp	Oct 2013
MT 229	Procedure for Solids-Water-Voids Relations of Soil Masses	12 pp	Sep 2015
MT 230	Moisture-Density Relation of Soils Using a 10 lb Rammer and 18 In. Drop	1 pp	Dec 2016
MT 231	Vacant (ELIMINATED)		
MT 232	Soil Corrosion Test	3 pp	Dec 2016
MT 233	Eliminated *(Use AASHTO T 327 Resistance of Coarse Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus)*		

CURRENT DATE OF REVISION
MT 300 SECTION
HOT MIX PAVEMENT

Test Method No.	Title	Pages	Date of Publication or Revision
MT 301	Vacant		
MT 302	Sampling and Testing Bituminous Materials	2 pp	Jul 2014
MT 303	Sampling Bituminous Paving Mixtures	3 pp	Jul 2014
MT 304	Moisture Test on Plant Mix Bituminous Surfacing Aggregates	2 pp	Jul 2014
MT 305	Volume Swell of Bituminous Mixtures	6 pp	May 2009
MT 306	Vacant		
MT 307	Vacant		
MT 308	Vacant		
MT 309	Eliminated *(Use AASHTO R 47 Reducing Samples of Hot Mix Asphalt to Testing Size)*		
MT 310	Determining the Macro-Texture of a Pavement Surface	6 pp	Dec 2017
MT 311	Vacant		
MT 312	Eliminated *(Use AASHTO T 329 Moisture Content of Asphalt Mixtures by Oven Method)*		
MT 313	Vacant		
MT 314	Eliminated *(Use AASHTO T 166 Bulk Specific Gravity (Gmb) of Compacted Asphalt Mixtures Using Saturated Surface-Dry Specimens)*		
MT 315	Vacant		
MT 316	Method of Sampling Recycled Pavement and Field Control of Recycle Paving	5 pp	Jun 2004
MT 317	Vacant		
MT 318	Vacant		
MT 319	Determining the Asphalt Binder Content of Plant Mix Surfacing (PMS) by the Ignition Method	6 pp	Sep 2017
MT 320	Mechanical Analysis of Aggregate Recovered from Ignition Oven Burn	1 pp	Jun 2017
MT 321	Determining Theoretical Maximum Specific Gravity of Bituminous Paving Mixtures - "Rice Gravity"	4 pp	Jun 2017
MT 322	Method of Determining the Percent of Adhesion of Bituminous Materials to Aggregate	2 pp	Oct 2004
MT 323	Vacant		
MT 324	Vacant		
MT 325	Vacant (ELIMINATED)		
MT 326	Vacant		
MT 327	Vacant		

CURRENT DATE OF REVISION
MT 300 SECTION
HOT MIX PAVEMENT

Test Method No.	Title	Pages	Date of Publication or Revision
MT 328	Establishing Field Target Density for Plant Mix Surfacing Density Control	1 pp	Jul 2014
MT 329	Procedure for Evaluating Plant Mix Surfacing Failures	5 pp	Jun 2004
MT 330	Vacant		
MT 331	Sampling and Evaluating Stripping Pavements	7 pp	Jul 2014
MT 332	Gyratory Compaction of Bituminous Mixtures.	2 pp	Jun 2017
MT 333	Method of Test for the Torsional Recovery of Latex Modified Asphalt Emulsion Residue	3 pp	Jun 2004
MT 334	Method of Test for Hamburg Wheel-Track Testing of Compacted Bituminous Mixtures	4 pp	Dec 2017
MT 335	Linear Kneading Compaction of Bituminous Mixtures	2 pp	Jul 2014
MT 336	Vacant		
MT 337	Vacant (ELIMINATED)		
MT 338	Eliminated *(Use ASTM D6390 Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures*)		

CURRENT DATE OF REVISION
MT 400 SECTION
MISCELLANEOUS MATERIALS AND TEST METHODS

Test Method No.	Title	Pages	Date of Publication or Revision
MT 401	Sampling and Inspecting Corrugated Aluminum Pipe	pp 1-2	May 2007
MT 402	Sampling and Testing Corrugated Steel Pipe	pp 1-2	Jun 2004
MT 403	Sampling and Inspection of Seeding and Landscaping Materials	pp 1-3	Jun 2004
MT 404	Inspecting Wood Products	pp 1	Jun 2004
MT 405	Wire Cloth Sieves for Testing Purposes	pp 1-4	Jun 2004
MT 406	Sampling and Inspection of Signing Material and Signs	pp 1-5	Jun 2004
MT 407	Method of Test for High Strength Bolts	pp 1-4	Sep 2005
MT 408	Method of Sampling and Field Testing Liquid Deicing Material	pp 1-4	Feb 2010
MT 409	Welded Stud Shear Connectors		Under Development
MT 410	Inspection, Sampling, Testing and Acceptance of Paint	pp 1-3	Jun 2004
MT 411	Vacant		
MT 412	Topsoil Sampling, Sample Preparation and Testing	pp 1-2	Sep 2018
MT 413	Inspection of Fencing Materials	pp 1-2	Sep 2005
MT 414	Method of Acceptance for Reinforcing Steel	pp 1-5	Jun 2009
MT 415	Structural Steel		Under Development
MT 416	Vacant		
MT 417	Vacant		
MT 418	Method of Acceptance for Miscellaneous Welded Items	pp 1	Jun 2004
MT 419	Vacant		
MT 420	Procedure to Check for Leaks Under Hydrostatic Pressure	pp 1-3	Jun 2004
MT 421	Sampling Construction Fabrics	pp 1-2	Jun 2009
MT 422	Method of Test for Surface Smoothness and Profile	pp 1-4	Apr 2012

CURRENT DATE OF REVISION
MT 500 SECTION
CHEMISTRY

Test Method No.	Title	Pages	Date of Publication or Revision
MT 501	pH, Insoluble Materials, Corrosion Rate, Percent Settleable Solids and Percent Passing a #10 Sieve of Brine Materials	1 pp	Jun 2016
MT 502	Elemental Chemical Analysis Of Brine Materials	7 pp	Sep 2016
MT 503	Vacant		
MT 504	Cyanide In Brine Material		Under Development
MT 505	Vacant		
MT 506	Vacant		
MT 507	Vacant		
MT 508	Vacant		
MT 509	Vacant		
MT 510	Vacant		
MT 511	Vacant		
MT 512	Vacant		
MT 513	Vacant		
MT 514	Vacant		
MT 515	Vacant		
MT 516	Vacant		
MT 517	Vacant		
MT 518	Vacant		
MT 519	Vacant		
MT 520	Determination of Wear Metals in Engine Oil		Under Development
MT 521	Determination of Red Dye #26 in Diesel Fuel	1 pp	Sep 2016
MT 522	Vacant		
MT 523	Vacant		
MT 524	Vacant		
MT 525	Mechanical Rocker Test for Ice Melting Capacity for Deicing Material	5 pp	Aug 2019
MT 526	Moisture Analysis of PNS Category 8A, 8B, and 8C Solid Sodium Chloride	2 pp	Jun 2016
MT 527	Vacant		
MT 528	Vacant		
MT 529	Vacant		

CURRENT DATE OF REVISION
MT 500 SECTION
CHEMISTRY

Test Method No.	Title	Pages	Date of Publication or Revision
MT 530	Determination of Chloride in Bridge Deck Cement by Ion Chromatography	5 pp	Dec 2016
MT 531	Vacant		
MT 532	Determination of Sulfate Content in Soils by Ion Chromatography	4 pp	Dec 2016
MT 533	Chemical Analysis of Fly Ash and Pozzolans	9 pp	Sep 2016
MT 534	Chemical Analysis of Portland Cement	8 pp	Jun 2016
MT 535	Bridge Deck Crack Sealant IR Test		Under Development
MT 536	Chemical Analysis of Silica Fume	1 pp	Jun 2016
MT 537	Chemical Analysis of Ground Granulated Blast-Furnace Slag (GGBFS)	4 pp	Sep 2016
MT 538	Chemical Analysis of Blended Cement	9 pp	Sep 2018
MT 539	Vacant		
MT 540	Vacant		
MT 541	Vacant		
MT 542	Vacant		
MT 543	Vacant		
MT 544	Vacant		
MT 545	Vacant		
MT 546	Vacant		
MT 547	Vacant		
MT 548	Analysis of Traffic Paint	7 pp	Jun 2016

CURRENT DATE OF REVISION
MT 600 SECTION
INFORMATION AND FIELD SAMPLING PROCEDURES

Test Method No.	Title	Pages	Date of Publication or Revision
MT 601	Materials Sampling, Testing and Acceptance Guide Index	117 pp	Dec 2019
MT 602	Independent Assurance and Final Record Sampling	6 pp	Jun 2017
MT 603	Definitions	7 pp	Dec 2016
MT 604	Conversion Tables	1 pp	Jun 2004
MT 605	Samples and Certifications	1 pp	Jun 2004
MT 606	Random Sampling Techniques	8 pp	Jun 2004
MT 607	Procedure for Reducing Field Samples to Testing Size	3 pp	Jun 2004
MT 608	Voids Table	1 pp	Jun 2004
MT 609	Field Numbering Concrete Cylinders	2 pp	Feb 2016
MT 610	Numbering Subgrade Material, Surfacing Material, Bituminous Treated Material and Liquid Asphalt	1 pp	Jun 2004
MT 611	A Guide for Laboratory Forms	2 pp	Jun 2004

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be 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.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Supplemental Revisions for FHWA Form-1273 (Dated May 1, 2012)
Required Contract Provisions
Federal-Aid Construction Contracts

The following are supplementary or amendatory to the May 1, 2012, FHWA Form-1273 insofar as they apply to this contract:

Add the following provisions in accordance with the FHWA memo dated December 11, 2015:

Utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in above paragraph to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

SPECIAL PROVISIONS
Rev. 3-15-02
EEO AFFIRMATIVE ACTION REQUIREMENTS ON
FEDERAL & FEDERAL-AID CONSTRUCTION CONTRACTS

Federal-aid contractors are hereby notified they are subject to the OFCCP goals and timetables for minority and female participation expressed below. Compliance with the goals and OFCCP affirmative action efforts for contracts and subcontracts consisting of $10,000 or more will be determined by OFCCP officials.

APPENDIX A

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION EACH TRADE	6.9%
TIMETABLES	GOALS FOR MINORITY PARTICIPATION IN EACH TRADE
153 Great Falls, MT	
SMSA (Standard Metropolitan Statistical Area) Counties	
3040 Great Falls, MT	3.2%
Cascade County	
Non-SMSA Counties	4.1%
Blaine, Broadwater, Chouteau, Fergus, Glacier, Hill, Jefferson, Judith Basin, Lewis & Clark, Liberty, Meagher, Petroleum, Phillips, Pondera, Teton, Toole, Valley, Wheatland	
154 Missoula, MT	
Non-SMSA Counties	2.7%
Beaverhead, Deer Lodge, Flathead, Granite, Lincoln, Madison, Mineral, Lake Missoula, Powell, Ravalli, Sanders, Silver Bow	
155 Billings, MT	
SMSA Counties	
0880 Billings, MT	3.3%
Yellowstone County	
Non-SMSA Counties	3.3%
Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Gallatin, Garfield, Golden Valley, McCone, Musselshell, Park, Powder River, Prairie, Rosebud, Stillwater, Sweet Grass, Treasure, Wibaux, Yellowstone Nat'l Park	
Non-SMSA Counties	
Daniels, Sheridan, Richland, Roosevelt	4.4%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.