CONTRACT NO. 03520

Backsfed.051420

# 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 May 14, 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 STWD(239) Kalispell Concrete Rehab

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 #03520**
**AWARDED ON: MAY 26, 2020**
**TO: ACME CONCRETE PAVING, INC.**

MONTANA DEPARTMENT OF TRANSPORTATION

Barb Skelton, Chairperson
Montana Transportation Commission

Michael T. Tooley
Director of Transportation

Contract No.03520
PB:JJ:8141000AWD-102

AWARD COPY

# CURRENT QUESTIONS & ANSWERS

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# 102 - KALISPELL CONCRETE REHAB - May 14, 2020

## Notifications

No Notices available for this project.

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## Addendums

**-1-**

Submitted: Tuesday 12-MAY-2020 1:58 PM

An Addendum has been posted for this project: **ADDENDUM** To download the addendum bid files, click here: **BID FILES**

There is a bug where the Amendment Summary print option is throwing an error until after the .ebsx file has been saved. Once an .ebsx file has been saved the Amendment Summary will print without issue. The software developer will be correcting this issue in the next release.

To print successfully follow the steps below:
1. Open the .ebsx file.
2. Close the Amendment Summary Dialogue Box.
3. Click save.
4. Choose View Amendment Summary from the Tools menu.
5. Print.

We apologize for the inconvenience.

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## Clarifications

No Clarifications available for this project.

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## Questions

**-1-**

Submitted: Friday 08-MAY-2020 02:59 PM
Company: Acme Concrete Paving, INC
Contact: Kevin Schneider
Page 17 of the Special Provisions, under SP 26, describes the PCCP replacement requirements. Under 26. C) 6) is states the Project Manager may require subgrade digout/replacement. How is the Contractor compensated for subgrade digout/replacement under existing PCCP Slab locations, if it is directed by MDT?

Answer
Submitted: Monday 11-MAY-2020 12:21 PM
If subgrade digout/replacement are directed by the Project Manager it will be compensated for by force account.

**-2-**

Submitted: Friday 08-MAY-2020 03:00 PM
Company: Acme Concrete Paving, INC
Contact: Kevin Schneider
Page 25 of the Special Provisions, under SP 30, PCCP Grinding work is described. Under 30. D) it states that payment is only measured to include a 2’ wide feathering pass on the shoulders. On the Project Plans typical sections, the ETW feather pass is shown to be 4’ TYP, but can vary. Will the entire width of a feather grind pass be measured for payment, or only 2’?

# CURRENT QUESTIONS & ANSWERS

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Answer
Submitted: Monday 11-MAY-2020 12:28 PM
A four foot feather grind is anticipated throughout to meet the requirements of the contract as shown in the typical sections. Feather grind as required by the Project Manager. Measurement and Payment will be made for all area ground.

**-3-**
Submitted: Friday 08-MAY-2020 03:00 PM
Company: Acme Concrete Paving, INC
Contact: Kevin Schneider
Are the side street concrete approaches to be diamond ground, or is the intent to only grind the mainline width of HWY 2 and Main St?
Answer
Submitted: Monday 11-MAY-2020 12:26 PM
The intent is to only diamond grind mainline, not the approaches. Feather grind to tie into approaches.

**-4-**
Submitted: Friday 08-MAY-2020 03:00 PM
Company: Acme Concrete Paving, INC
Contact: Kevin Schneider
Page 23 of the Special Provisions, under SP 30. C. it states the Contractor is to remove joint seal before diamond grinding. We suggest this requirement be removed. Having an open joint reservoir during grinding operations will result in grinding slurry getting packed into the joint, and create a much more expensive process to complete the joint resealing.
Answer
Submitted: Monday 11-MAY-2020 12:23 PM
The joint seal can be left in during grinding. No extra payment will be made if the seal is removed before or after grinding due to equipment or operations. This does not waive any other requirement of the contract.

**-5-**
Submitted: Friday 08-MAY-2020 03:01 PM
Company: Acme Concrete Paving, INC
Contact: Kevin Schneider
Temporary striping that will be required to open lanes every day behind the grinding operation is not specifically mentioned in the Contract. Will this work be paid for under Item 620 012 955, or is it incidental to the PCCP grinding?
Answer
Submitted: Tuesday 12-MAY-2020 8:37 AM
Temporary Striping (Item Number 620 012 955 TEMPORARY STRIPING) is intended to be used to open the road after nightly operations and restore traffic to normal operations. Permanent striping must be installed no later than 20 days after temporary striping is installed. The project manager may extend the 20 days based on engineering judgment if it is in the best interest of the traveling public.

The Temporary Striping quantity will be revised to a total 38,000 LNFT(revised from 4000 LNFT). Sheet 12 containing the Pavement Markings summary frame is hereby replaced.

An addendum will be issued to correct the total quantity for Temporary Striping to 38,000 LNFT(changed from 4,000 LNFT) for the entire contract.

**-6-**
Submitted: Friday 08-MAY-2020 03:01 PM
Company: Acme Concrete Paving, INC
Contact: Kevin Schneider

# CURRENT QUESTIONS & ANSWERS

Standard Specification 551.03.3 requires that cement and aggregates must be proportioned by weight. We request MDT allow for the use of Volumetric Mobile Mix trucks to batch the concrete used for Slab Replacements. For reference of specifications of similar work, please see WSDOT 2020 Standard Specification 5-01.3(1)B 1. and 6-09.3(1)H.

Answer

Submitted: Monday 11-MAY-2020 12:32 PM

Volumetric mixers may be used to produce Ultra High Early Strength Concrete (Special Provision 32). Meet the requirements of Standard Specification 563.03.4 and ASTM C685. The EPM may discontinue use of the volumetric mixing equipment at any time. If any contradictions are found between Subsection 563.03.4 and ASTM C685, the more stringent requirement applies.

**-7-**

Submitted: Friday 08-MAY-2020 03:02 PM

Company: Acme Concrete Paving, INC

Contact: Kevin Schneider

Is railroad insurance required for the work to be performed around the track crossing on Main St?

Answer

Submitted: Monday 11-MAY-2020 12:30 PM

No. This track is being removed by the City of Kalispell.

**-8-**

Submitted: Friday 08-MAY-2020 03:02 PM

Company: Acme Concrete Paving, INC

Contact: Kevin Schneider

Can you please confirm dowel and tie bars are not required in the slab replacements in the white topping location?

Answer

Submitted: Monday 11-MAY-2020 8:20 AM

Dowel and tie bars are not required in white topping locations.

CONTRACT NO. 03520

Montana Department of Transportation
Construction Contracting Bureau

Date(s) Issued:
May 12, 2020

A D D E N D U M

For The Following Project(s)
To Be Let On:
May 14, 2020

102 – Kalispell Concrete Rehab
NH STWD(239)

ADDENDUM NO. 1
ATTACHMENT NO. 1

REVISED SCHEDULE OF ITEMS
Changing quantity for Item #:
Revise bid item # 620 012 955 - Temporary Striping - 38,000.00 LNFT

INSTRUCTIONS – READ CAREFULLY

Load the electronic amendment file while in the opened project file to apply the addendum. In order to be responsive, the Schedule of Items printout on projects with addendums must show the addendum(s) applied at the bottom of each page.

Revised documents supersede and replace the documents you now have. New documents supplement the documents you now have. Make the necessary changes in your bidding documents.

Darin Reynolds, Bureau Chief
Construction Contracting Bureau

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 03520

PROJECT: NH STWD(239) (8141239000)
KALISPELL CONCRETE REHAB

| PROP LINE NO. | ITEM NUMBER | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY |
|---|---|---|---|---|
| | SECTION 0001 - | PCCP SLAB REPLACEMENT | | |
| 0010 | 104 030 010 | MISCELLANEOUS WORK | UNIT | 50,000.00 |
| 0020 | 108 000 000 | CRITICAL PATH SCHEDULE | LS | 1.00 |
| 0030 | 109 200 005 | MOBILIZATION | LS | 1.00 |
| 0040 | 401 020 060 | COMMERCIAL MIX-3/8 IN-PG 70-28 | TON | 18.00 |
| 0050 | 411 010 000 | COLD MILLING | SQYD | 136.00 |
| 0060 | 501 000 100 | PCCP JOINT SEAL | LNFT | 169,286.00 |
| 0070 | 501 010 401 | CONCRETE-SHALLOW REPAIR | SQYD | 35.40 |
| 0080 | 501 010 404 | PCCP SLAB REPLACEMENT | SQYD | 1,829.40 |
| 0090 | 501 010 410 | PCCP WHITETOP SLAB REPLACEMENT | SQYD | 1,907.30 |
| 0100 | 501 010 422 | CONCRETE PAVEMENT GRINDING | SQYD | 58,235.00 |
| 0110 | 501 010 507 | CROSS STITCHING | EACH | 125.00 |
| 0120 | 603 014 242 | ADJUST VALVE BOX | EACH | 13.00 |
| 0130 | 604 000 100 | ADJUST MANHOLE | EACH | 23.00 |
| 0140 | 604 000 260 | ADJUST DROP INLET | EACH | 1.00 |
| 0150 | 609 010 010 | CURB-CONCRETE | LNFT | 55.00 |
| 0160 | 618 030 005 | TRAFFIC CONTROL DEVICES CB | UNIT | 350,000.00 |
| 0170 | 619 010 058 | SIGNS-ALUM SHEET INCR IV | SQFT | 697.70 |
| 0180 | 619 010 086 | SIGNS-ALUM REFL SHEET IV | SQFT | 367.80 |
| 0190 | 619 010 088 | SIGNS-ALUM REFL SHEET IX | SQFT | 691.10 |
| 0200 | 619 010 230 | REMOVE SIGN | EACH | 148.00 |
| 0210 | 619 010 240 | REMOVE SIGN-GUIDE | EACH | 9.00 |
| 0220 | 620 010 301 | CURB MARKING-YELLOW EPOXY | GAL | 170.00 |
| 0230 | 620 011 319 | STRIPING-CONTRAST TAPE 7 IN | LNFT | 2,271.00 |
| 0240 | 620 011 325 | STRIPING-4 IN WHITE-HIGH PERF TAPE | LNFT | 3,528.00 |
| 0250 | 620 011 330 | STRIPING-4 IN YELLOW-HIGH PERF TAPE | LNFT | 9,230.00 |
| 0260 | 620 011 345 | STRIPING-8 IN WHITE-HIGH PERF TAPE | LNFT | 2,437.00 |
| 0270 | 620 011 355 | WORDS & SYMBOLS-WHITE-HIGH PERF TAPE | SQFT | 5,233.00 |
| 0280 | 620 011 360 | WORDS & SYMBOLS-YELLOW-HIGH PERF TAPE | SQFT | 116.00 |
| 0290 | 620 012 955 | TEMPORARY STRIPING | LNFT | **38,000.00** |
| 0300 | 620 013 000 | STRIPING-WHITE PAINT | GAL | 4.00 |
| 0310 | 620 013 960 | STRIPING-WHITE EPOXY | GAL | 5.00 |
| 0320 | 620 013 970 | STRIPE GROOVING | LNFT | 38,286.00 |
| 0330 | 620 013 975 | STRIPE GROOVING | SQFT | 5,349.00 |

**TABLE OF CONTENTS**
**FEDERAL AID PROJECT(S) NH STWD(239)**

1. PROJECT DESCRIPTION [102] ..... 6
2. CONTRACT TIME [108] (REVISED 1-21-16) ..... 6
3. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 1-18-18) ..... 6
4. DBE QUOTES [102] (REVISED 3-10-16) ..... 7
5. DBE USAGE [102] (REVISED 2-13-20 M) ..... 7
6. LABOR REQUIREMENTS [102] (REVISED 9-5-19) ..... 7
7. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 10-10-19) ..... 7
8. SUBMISSION OF CERTIFIED CLAIMS [105] (ADDED 4-23-20) ..... 8
9. ZONE PAY [102] (REVISED 5-10-18) ..... 9
10. 103.07 EXECUTION AND APPROVAL OF CONTRACT [103] (ADDED 6-13-19) ..... 9
11. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 1-24-19) ..... 10
12. STORM WATER PERMITTING REQUIREMENTS UNDER THE MONTANA POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [107] (REV 3-16-17) ..... 10
13. AIS WATERCRAFT AND EQUIPMENT INSPECTION [107] (ADDED 4-25-19) ..... 12
14. PUBLIC INVOLVEMENT [107] (REVISED 4-25-19) ..... 13
15. NOTICE TO BIDDERS [108] (ADDED 11-21-08) ..... 14
16. SEQUENCE OF OPERATIONS ..... 14
17. LANE CLOSURES ..... 14
18. LANE CLOSURE FEE ..... 15
19. NON-WORKING DAY TIME RESTRICTION ..... 15
20. NON-GLARE LIGHTING ..... 15
21. COORDINATION REQUIREMENTS ..... 16
22. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REV 2-18-16) ..... 16
23. COLD MILLING DISPOSAL ..... 16
24. DISPOSAL OF MATERIALS [501] ..... 17
26. P.C.C.P. SLAB REPLACEMENT ..... 17
27. WHITETOPPING SLAB REPLACEMENT ..... 19
28. P.C.C.P. JOINT & CRACK SEALING ..... 20
29. P.C.C.P. & WHITETOPPING SHALLOW DEPTH REPAIRS ..... 22
30. PORTLAND CEMENT CONCRETE PAVEMENT GRINDING ..... 24
31. CROSS STITCHING ..... 26

32. ULTRA HIGH EARLY (UHE) STRENGTH CONCRETE MIX DESIGNS FOR CONCRETE PAVEMENT REHABILITATION (CPR) ..... 27

33. MANHOLE & WATER VALVE BOXES IN-PLACE ..... 30

34. TRAFFIC CONTROL DEVICES – PLASTIC DRUMS [618] (REVISED 1-23-20) ..... 30

35. PAVEMENT MARKINGS-TAPE (ADDED 11/14/18) ..... 31

36. PAVEMENT MARKINGS TAPE GROOVING (ADDED 11/15/18) ..... 31

SECTION II
Nondiscrimination Notice

SECTION III
Standard Provisions & Requirements

# SPECIAL PROVISIONS

## FEDERAL AID PROJECT NO(S). NH STWD (239)

(REVISED 4-23-20)

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 V1.1 Edition" found at the following link:
https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V1-1.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]

Diamond grinding, crack seal, joint seal, concrete repair and full slab replacement on the Kalispell Concrete Rehab project located within the city limits of Kalispell in Flathead County. The project begins at RP 120.1 and extends east approximately 1.5 miles along National Highway Route 1/US 2/Idaho Street to RP 121.5. The project also includes National Highway Route 5/US 93/Main Street from RP 112.4 to RP 112.8.

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 70 Working Days. The NTP will be issued with an effective date of July 13, 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 5.6% 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 Kalispell.

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. SUBMISSION OF CERTIFIED CLAIMS [105] (ADDED 4-23-20)

This provision rescinds and replaces the first two paragraphs of Subsection 105.16.2.

If an agreeable resolution is not reached within 14 calendar days of the written notice, the Contractor may submit a Certified Claim by completing the Certified Claim form MDT-CON-105-16-2 to the Project Manager no more than 7 calendar days after receipt of the Project Manager's response. The form is available from the Project Manager or the Department's website. Include all Claim Cost Records to date with the Certified Claim. Submit electronic copies to the DCE and the CES Engineer of the Engineering Division. The Project Manager will continue to attempt to resolve the disagreement after the Certified Claim is submitted.

Detail the following, if applicable, in the Certified Claim:

A. Summary. (label page 1.1 through page 1.X) Include a detailed, factual statement of the claim for additional compensation and contract time, if any, with necessary dates and locations of work involved in the claim. Also include detailed facts supporting the Contractor's position.

B. Proof of Notice. (label page 2.1 through page 2.X) Submit notice of claim with all attachments that was furnished to the Department. Include the date when the written notice was given.

C. Supporting Documents. (label page 3.1 through page 3.X) Furnish copies of the contract specifications that support the Contractor's claim.

D. Theory of Entitlement. (label page 4.1 through page 4.X) Include a narrative of how or why the specific contract specifications support the claim.

E. Itemized Lists. (label page 5.1 through page 5.X) Provide an itemized list of claimed damages that resulted from the event with a narrative of the theories and records and documents used to arrive at the value of the damages.

F. Time Requests. (label page 6.1 through page 6.X) Provide additional contract time requests if the claim is for a combination of additional compensation and contract time. Submit a copy of the schedule that was in effect when the event occurred and a detailed narrative which explains how the event impacted contract time. In addition, if the Department-caused delay is claimed, provide the following:

1) Include the specific days and dates under claim;

2) Provide detailed facts about the specific acts or omissions of the Department that allegedly caused the delay, and the specific reasons why the resulting delay was unreasonable; and

3) Provide a schedule evaluation that accurately describes the impacts of the claimed delay.

G. Expense Records. (label page 7.1 through page 7.X) Submit copies of actual expense records. Include documents that contain the detailed records which support and total to the exact amount of additional compensation requested. Include the information and calculations necessary to support that amount. At a minimum, provide the following:

1) Direct materials.

2) Direct equipment. The rate claimed for each piece of equipment not to exceed the actual cost. For each piece of equipment, include a detailed description of the equipment and attachments, specific days and dates of use or standby, and specific hours of use or standby.

3) Direct labor; and

4) Other categories as specified by the Contractor or the Agency.

H. Supporting Records. (label page 8.1 through page 8.X) Provide additional supporting records and documents including copies of, or excerpts from the following:

1) Any documents that support the claim, such as manuals standard to the industry and used by the Contractor; and

2) Any daily reports or diaries related to the event, photographs or media that help explain the issue or event.

I. Certification. (label page 9.1 through 9.X) Provide a certified statement, signed by a representative authorized to execute change orders, by the Contractor, subcontractor, supplier, or entity originating the claim as to the validity of facts and costs

J. Lower Tier Claim. (label page 10.1 through 10.X) If the claim includes work done or costs incurred by any subcontractors, suppliers, or any entity other than the Contractor, the following are required:

1) Copies of the Contractor's, subcontractor's, supplier's and entity's (at all tiers above the level of which the claim originates) separate evaluation of entitlement.

2) Copies of the Contractor's, subcontractor's, supplier's and entity's (at all tiers above the level of which the claim originates) independent verification and evaluation of the amount of damages sought; and

3) An authorized representative to execute change orders on behalf of the Contractor, Subcontractor, Supplier and Entity (at all tiers above the level of which the claim originates).

If the Project Manager determines that additional information, records, or documentation is needed to allow proper evaluation of the claim submittal, the Project Manager will request the information, records, or documentation. Submit the requested information to the Project Manager within14 calendar days.

If the claim includes requests for delay compensation, follow all procedures in Subsection 108.07.6.

9. 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 1.5 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.

10. 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.

11. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 1-24-19)

No later than 7 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 Form MDT-CON-106-02-3 for each aggregate source the bidder used to prepare its bid, or a subcontractor used to prepare its quote, if used by the bidder for its bid. (If the 7th day is a holiday, turn the documentation in earlier.)

The Bidder's Proposed Aggregate Source form is available at the following web page: http://www.mdt.mt.gov/publications/forms.shtml#hig.

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

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. PUBLIC INVOLVEMENT [107] (REVISED 4-25-19)

A. The Department may provide public relations or may hire a public involvement (PI) firm to develop and administer a communication plan. Coordinate activities with the PI firm or Department. The name and contact information for the PI firm will be available from the Project Manager following award of the contract.

Attend all public meetings held by the PI firm or Department. Public meetings may be held up to once per week. Provide a brief description of current operations, an anticipated schedule of work for the upcoming week, description of current detours, delays, closures, and possible effects on residents and businesses, such as temporary loss of access and construction traffic.

1) Coordinate with the PI firm or Department to develop a written summary of the intended operations at least 10 calendar days prior to the start of construction or any disruption of traffic.

2) Upon approval of a traffic control plan and at least 10 calendar days prior to beginning construction and disrupting traffic, coordinate with the PI firm or Department to provide appropriate information to the media. This information must specify at a minimum the impact of the construction on the public, duration, sequence of the work, and project overview.

B. Contractor Requirements – During Construction. For the purposes of this special provision, the period “during construction” is defined as the time beginning at the point when normal traffic operations are first disrupted and ending when all work is complete. During this period, perform the following tasks;

1) If requested, install signs on the project denoting the portable radio station information and Contractor phone number for problems and complaints regarding the project. Maintain these signs until the resumption of normal traffic operations. Install signs at locations approved by the Project Manager. Signs will be paid for in accordance with the Traffic Control Rate Schedule if required.

2) Coordinate with the PI firm or Department so they can contact and inform individual businesses and residents at least 3 calendar days prior to conducting operations at locations that may affect their access or convenience.

3) Provide contact information.

a) Provide a 24-hour contact number to the Project Manager for emergency use.

b) Provide a Contractor staffed local telephone number with live personnel available to answer the phone during working hours, for public comments, questions, or complaints. Ensure the telephone has been connected and in service before any work is commenced that has the potential for inconveniencing any residence or business establishment adjacent to the project. Make the phone number available to the public by furnishing it to the PI firm or Department for news/information releases and including it in the traffic advisory constant loop on the Department’s portable radio station, if available. Do not use answering machines during working hours; answering machines are acceptable after working hours, with all messages answered by completion of the next workday. Maintain a written log of calls that identifies the caller; the nature of the comment, question, or complaint; and disposition. Make the log available to the Project Manager upon request.

c) Act within 24 hours to resolve complaints about safety and convenience. Refer changes in project design, traffic control, or extra work to the Project Manager for approval before acting.

4) The PI firm or the Department will update the media. Coordinate with the PI firm or Department so they can provide regular, at least once per month, project status reports and future impacts to the travelling public, landowners, and businesses. Make updates and traffic advisories available to them as well to facilitate positive news coverage. The goal is to garner news coverage of the project any time major changes or milestones occur.

Coordinate with the PI firm or Department so they can provide project advisories in the form of radio spots, if requested.

Ensure advisories include the Contractor provided contact number for the public to call for additional information. Coordinate with the PI firm or Department to update the advisories after every weekly progress meeting; or more often if conditions change substantially, such as significant unanticipated schedule changes and changes in detour routes as applicable.

C. Method of Measurement and Basis of Payment. Public Relations and coordination with the PI firm is not measured separately for payment.

This provision does not alter or cancel any other contract provision such as, but not limited to, control of the work, legal relations and responsibility to property owners, and measurement and payment.

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. SEQUENCE OF OPERATIONS

A. Sequence of Operations – In addition to the requirements of Section 104.05, Maintenance of the Work and Section 108.04, Limitation of Operations, schedule operations in the sequences outlined below to provide the least amount of inconvenience possible to the traveling public and follows other special provisions indicated elsewhere in the contract.

B. Construction Requirements.

1) The contractor will be required to have a traffic control plan that follows these requirements stated in these special provisions or elsewhere in the contract. The Project Manager must approve the traffic control plan three weeks before work begins.

2) U.S. Hwy 2 (W. Idaho St.) must be brought back to original lane configuration at times when lane closures are not allowed as stated in the Lane Closures special provision.

3) U.S. Hwy 93 (N. Main St.) must be brought back to original lane configuration at times when lane closures are not allowed as stated in the Lane Closures special provision.

4) Daytime lane closures to allow for material curing time are not permitted.

17. LANE CLOSURES

A. Description. One traffic lane in one direction may be closed when allowed, shown, or directed during the following periods of time within the limits of the project except on holidays or other non-working days as indicated elsewhere in the contract. Contractors may submit a written request to the Project Manager for his approval to allow specific construction operations to take place outside of allowable times stated in this special provision.

B. Construction Requirement.

1) U.S. Hwy 2 (W. Idaho St.). One single lane closure in each direction (One lane Eastbound & One lane Westbound) is allowed during the following times:

- Sunday evening through Friday morning between the hours of 7 pm and 7 am

2) U.S. Hwy 93 (N. Main St.). One single lane closure in each direction (One lane Southbound & One lane Northbound) is allowed during the following times:

- Sunday evening through Friday morning between the hours of 7 pm and 7 am

3) Public Approaches to U.S. Hwy 2 (W. Idaho St.) and U.S. Hwy 93 (N. Main St.). One single lane closure in either direction is allowed during the following times:

- Sunday evening through Friday morning between the hours of 7 pm and 7 am

18. LANE CLOSURE FEE

The contractor will be charged a lane closure fee in the event traffic lanes are closed beyond the limits listed in the contract Special Provisions. A fee in the amount listed below will be assessed for every 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in the contract Special Provisions. In addition to the lane closure fee, all additional costs for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Project Manager. The contractor is required to plan and execute operations with the full intention of meeting the lane closure limits in the Special Provisions regardless of the lane closure fee. The Project Manager at their sole discretion reserves the right to suspend work at any time if the contractor fails to operate within the lane closure limits.

U.S. Hwy 2 (W. Idaho St.)
• $1,800 per 15 minutes

U.S. Hwy 93 (N. Main St.)
• $1.800 per 15 minutes

Approaches to U.S. Hwy 2 (W. Idaho St.) and U.S. Hwy 93 (N. Main St.)
• $500 per 15 minutes

19. NON-WORKING DAY TIME RESTRICTION

DESCRIPTION. A section of U.S. Hwy. 2 between the interchange of Meridian Rd. to 5th Ave. WN will have non-working day restrictions. Work cannot be conducted between Meridian Rd. and 5th Ave. WN on the following dates: August 19th through August 23rd , 2020. This will allow for no traffic disruptions during the time of the North Western Montana Fair & Rodeo.

20. NON-GLARE LIGHTING

Equip each piece of equipment listed below with indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of non-glare lighting around the work area of the equipment. This includes milling & grinding machines, mechanical sweepers, material transfer devices, spreading and finishing machines, core/density testing vehicle, pumping equipment, and rollers; but not include trucks used to transport materials and personnel or other vehicles that are continuously moving in and out of the work zone. Do not operate headlights of construction equipment when facing oncoming traffic within the work zone.

All work areas must have flood lighting present to provide the necessary amount of lighting to aluminate workers movements. The lighting must be indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of non-glare lighting around the work area

21. COORDINATION REQUIREMENTS

A. Description. The contractor must coordinate with the City of Kalispell. Other construction projects may be within the vicinity of this project's limits and coordination with the City of Kalispell is required three weeks prior to the notice to proceed date.

B. Construction Requirements. The contractor must verify their proposed schedule, staging areas, and other construction operations with the City of Kalispell to ensure optimum construction scheduling and planning. City of Kalispell will have information on other construction projects within the vicinity, and who to contact if more coordination is needed with another project. Additional coordination and adjusting of construction scheduling or planning will be required.

Contact List:

- City of Kalispell related construction projects: Keith Haskins, City Engineer, City of Kalispell, (406) 758-7727, E-Mail khaskins@kalispell.com

22. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REV 2-18-16)

A. Description. This work is the protection of regulated Small Municipal Separate Storm Sewer Systems (MS4). This project is located within an area designated by the Montana Department of Environmental Quality (DEQ) as a regulated MS4.

B. Materials. Vacant.

C. Construction Requirements.

1) Contact the City of Kalispell Public Works - Engineering, 201 1st Ave East, Kalispell, MT, 59901, phone 406-758-7720 to determine if additional requirements are in place for construction storm water discharges that would affect this project.

2) Obtain any additional permits, licenses, or permissions that may be required as a result of the local MS4 permit and the applicable Storm Water Management Program.

3) Implement appropriate BMPs to protect existing storm drain inlets, gutter systems, storm sewer, and/or open ditch systems within and adjacent to the project from discharge of contaminants, such as sediment or construction debris.

4) Do not discharge any construction related waters not composed entirely of storm water. Do not discharge washwater, water used for dust suppression, cooling or curing waters, saw cutting waters, or any other non-storm waters to the MS4.

5) Contact the Project Manager who will coordinate with the Department's District Environmental Engineering Specialist if further clarification is required prior to or during construction.

D. Method of Measurement. Work performed, including permit applications, necessary to protect the MS4 from contaminants as a result of Contractor operations is not measured for payment. Work performed to prevent pollution and control sediment transport due to storm water is measured and paid under the Temporary Erosion Control - Lump Sum bid item. If this project does not have a bid item for Temporary Erosion Control, payment will be determined using the Erosion and Sediment Control Rate Schedule and paid under Miscellaneous Work.

E. Basis of Payment. Protect the MS4 from contaminants from Contractor operations at no additional expense to the Department.

23. COLD MILLING DISPOSAL

A. Description. Milling operations will generate approximately 10 cubic yards of cold millings. The cold millings will be the responsibility of the contractor to remove off the project and dispose of according to the Montana Solid Waste Management Act in a manner meeting all local, state, and federal requirements, in addition to the requirements of the contract and associated permits.

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

C. Basis of Payment. Include all costs of milling, hauling, stock piling, labor and all equipment necessary to complete the work in the unit bid price per square yard of Cold Milling.

24. DISPOSAL OF MATERIALS [501]

A. Description. Dispose of all Portland cement concrete pavement, reinforcing steel, concrete grinding slurry and other materials not specifically mentioned as salvage and remove to the satisfaction of the Project Manager. Dispose materials in conformance with other portions of these special provisions, the Montana Solid Waste Management Act and other appropriate laws, rules and regulations.

B. Basis of Payment. Consider all costs associated with this provision incidental to performance of the work and include in the cost of other items.

25. CONCRETE WARRANTY [608] (ADDED 4-23-20)

Concrete sidewalk, curb and gutter, median curb, and median cap are subject to a 1-year performance warranty.

The Project Manager has sole authority to determine concrete performance following the 1-year warranty period. The 1-year warranty period starts on the date of the completion of the final concrete placement in each calendar year and ends one year from that defined date. The Project Manager will give written notice to the Contractor of the beginning of the warranty period.

Defective concrete is defined as the presence of scaling, cracking, pop-outs, spalling, or any other deficiency identified by the Project Manager. Deficient Concrete is referenced in the Department's Concrete Warranty Administration Guide. The Project Manager will notify the Contractor in writing of observed deficiencies that occur within the warranty period. Submit a detailed repair plan to the Project Manager within 14 calendar days of the notification of required repairs.

Damage from Department or local maintenance activities, vandalism or other causes beyond the control of the Contractor is not subject to the warranty.

Replace deficient concrete to the nearest contraction joint or as approved in the repair plan. Acceptance of repair work will be in accordance with Subsection 105.03.1. Restore pavement markings and furnish traffic control at no additional cost to the Department.

Complete warranty work within 30 calendar days of the approved repair plan unless otherwise approved in writing by the Project Manager.

26. P.C.C.P. SLAB REPLACEMENT

A. Description. Slab removal and placement of Portland cement concrete pavement.

B. Materials.

1) Concrete. Furnish concrete that meets the requirements of Standard Specification 551 or as stated elsewhere in this contract. Wait times until traffic can be let on road shall be submitted as well. Submit a complete mix design to the Project Manager for approval a minimum of 15 working days before the start of paving work.

2) Dowel Bars. Use dowel bars meeting the requirements of AASHTO M-284. Field coating of dowel bars is prohibited.

3) Epoxy coated smooth bars conforming to ASTM C-881 Type V may be used.

4) Bond Breakers. Membrane forming bond breakers that meet ASTM C-309 may be used for dowel bar assemblies.

5) Use sealants that are in accordance with subsection 501.

C. Construction Requirements.

1) Accurately mark and determine removal areas with approval from MDT personnel. All removal areas may not be stated in plans.

2) Remove existing concrete as shown in detail drawings or alternate method as approved by the Project Manager.

3) A vertical depth saw cut is required along all longitudinal and transverse joints in the repair area prior to removing the slab.

a) Sawing for partial slab replacement repairs shall be a minimum of 18'' away from the end of the dowel bar, 18'' from longitudinal joint, and 12'' from the shoulder joint. Apply the same rules if dowel bars don't exist.

b) Designated partial panel replacements are full width and a minimum 6.0 feet long. The portion of the panel to remain in place shall be a minimum 6.0 feet in length and full width. Panels that do not meet this criterion will require a full slab replacement. See detail drawing 501-15.

4) Remove concrete with devices outlined in Standard Specification 501. Repair any damage to adjacent structures at no expense to the Department.

5) Dispose of concrete rubble, plant mix surfacing, base course and debris. Refer to the Special Provision: Disposal of Materials.

6) If subgrade or base issues are suspected, the Project Manager may require subgrade improvements. Subgrade should meet requirements of digout replacement material outlined in Standard Specification 701.12 before any placement of new concrete.

7) Place and test concrete as outlined in Standard Specification 501 and 551. Apply a bond breaker to any wood forms.

8) Align transverse and longitudinal joints with existing joints or as shown in the detail drawings.

9) Install tie bars and dowel bars at locations shown in the detail drawings. Horizontal and vertical tolerances are ±1/8 inch per 1 foot of the bar length. Obtain prior approval of the Project Manager regarding drilling equipment and procedure. Secure the dowel and tie bars. If an epoxy adhesive compound is used, meet the requirement of ASTM C-881 Type V, and meet the adherence requirements of the type of concrete chosen by the contractor. Allow the epoxy to harden before placing concrete adjacent to it. Apply the epoxy to ensure complete coverage of the bar and the displacement of voids in the drilled bar holes. Lightly grease the protruding end of the smooth dowel bars immediately prior to the placement of concrete. If a membrane-forming or pre-waxed coated dowel bar is used, follow the manufacturer's installation recommendations.

10) Where several adjacent slabs are being replaced, place load transfer dowels under all transverse joints.

11) Where slab replacements are located on both sides of centerline or adjacent slabs at time of concrete placement, support all longitudinal tie bars with steel chairs set at the appropriate height.

12) Initial control cuts of 1/8 inch for transverse contraction joints are required within 24 hours of each placement. All longitudinal joints require an 1/8-inch-wide saw cut done within 48 hours of the concrete being placed. If the concrete sawing operations cannot meet the required time limits, all concrete operations are to stop until the sawing operations requirements are met. Accomplish the second saw cut of ¼ inch (for sealing) at all transverse and longitudinal joints, a minimum of 72 hours after placement of concrete.

13) Maintain existing grades and cross slope.

14) Slip form pavers are not required for replacement slabs.

15) Use approved spud type vibrators to ensure consolidation of concrete around the dowel's bars and at slab edges. Vibrators should be continuously moved throughout the repair area, and not allowed to remain in one location for more than 5 seconds.

16) Apply two coats of curing compound, one perpendicular to the other, to the repaired area within 30 minutes of concrete placement or once the bleed water has dissipated.

Place the curing compound on the edges within 30 minutes after permanent removal of forms occurs. Afterwards, saw and seal the joints.

17) Opening to Traffic- Strength Requirements.

a) Follow the test methods outlined in Standard Specification 501.03.16.

b) Concrete Maturity method will be required for areas where traffic will be placed on the repair area the following day. The contractor is required to supply all system components and supporting data for verification of the maturity-strength relationship.

18) The Contractor may select the time for testing the beams. Test the flex beams on or near the project using Contractor furnished equipment and with a Department inspector witnessing the tests.

19) Opening to traffic does not constitute a final acceptance of the pavement. Accept pavement upon confirmation of the 28-day flexural strength. Repair all concrete damaged prior to the final acceptance at contractor expense.

D. Method of Measurement. P.C.C.P. Slab Replacement is measured by the square yard for the areas of concrete replaced.

E. Basis of Payment. Payment for P.C.C.P. Slab Replacement at the contract price per unit of measure is full compensation for all cost including but not limited to: Saw cutting the pavement full depth, removing and disposal of the in place pavement, restoring and compacting the base, furnishing and installing preformed joint filler. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, curing and protecting the concrete. Sawing and sealing reestablished crack, joints and saw cuts in accordance with the plans. Cleanup and any other materials, labor, or equipment necessary to complete the work as specified.

Include all costs to make, cure and test the flex beams, concrete test cylinders, and system components needed for the Concrete Maturity method in the unit bid price for P.C.C.P. Slab Replacement.

27. WHITETOPPING SLAB REPLACEMENT

A. Description. Slab removal and placement of Whitetopping Slab Replacement.

B. Materials. Furnish concrete that meets the requirements of Standard Specification 551 or as stated elsewhere in this contract. Wait times until traffic can be let on road shall be submitted as well. Submit a complete mix design to the Project Manager for approval a minimum of 15 working days before the start of paving work.

C. Construction Requirements.

1) Accurately mark and determine removal areas with agreeance from MDT personnel. All removal areas may not be stated in plans.

a) Mark the saw cuts along all longitudinal and transverse joints of removal area.

b) Mark the periphery saw cut lines (6 inch in from existing joints) of removal area.

2) A vertical full depth periphery saw cut is required 6 inches from longitudinal and transverse joints in the repair area prior to removing the slab. Additional relief saw cuts may be required to secure the removal of slabs without damaging adjacent structures

3) A vertical partial depth (1 to 1 1/2 inches) saw cut is required along all longitudinal and transverse joints in the repair area prior to removing the slab.

4) Jackhammer the internal portion of the slab being removed with a maximum 90 lbs. jackhammer.

5) Jackhammer the periphery concrete of the slab being removed with a maximum 30 lbs. jackhammer.

6) Remove concrete with devices that outlined in Standard Specification 501. Repair any damage to adjacent structures at no expense to the Department.

7) Dispose of concrete rubble, plant mix surfacing, base course and debris. Refer to the Special Provision: Disposal of Materials.

8) If subgrade or base issues are suspected, the Project Manager may require subgrade improvements. Subgrade should meet requirements of digout replacement material outlined in Standard Specification 701.12 before any placement of new concrete.

9) Maintain existing grades and cross slope.

10) Align transverse and longitudinal joints with existing joints.

11) Place and test concrete as outlined in Standard Specification 501 and 551. Apply a bond breaker to any wood forms.

12) Slip form pavers are not required for replacement slabs.

13) Use approved spud type vibrators to ensure consolidation of concrete around the slab edges. Vibrators should be continuously moved throughout the repair area, and not allowed to remain in one location for more than 5 seconds.

14) Apply two coats of curing compound, one perpendicular to the other, to the repaired area immediately after placement.

15) Initial control cuts of 1/8 inch for transverse contraction joints are required within 24 hours of each placement. All longitudinal joints require an 1/8-inch-wide saw cut done within 48 hours of the concrete being placed. If the concrete sawing operations cannot meet the required time limits, all concrete operations are to stop until the sawing operations requirements are met. Accomplish the second saw cut of ¼ inch (for sealing) at all transverse and longitudinal joints, a minimum of 72 hours after placement of concrete.

16) Opening to Traffic- Strength Requirements.

a) Follow the test methods outlined in Standard Specification 501.03.16.

b) Concrete Maturity (ASTM C1074) method will be required for areas with short curing time requirements. The contractor is required to supply all system components and needs to be approved by Project Manager.

17) The Contractor may select the time for testing the beams. Test the flex beams on or near the project using Contractor furnished equipment and with a Department inspector witnessing the tests.

18) Opening to traffic does not constitute a final acceptance of the pavement. Accept pavement upon confirmation of the 28-day flexural strength. Repair all concrete damaged prior to the final acceptance at contractor expense.

D. Method of Measurement. Whitetopping Slab Replacement is measured to the square yard for the areas of concrete replaced.

E. Basis of Payment. Payment for Pavement Replacement (Type CX) at the contract price per unit of measure is full compensation for all cost including but not limited to: Saw cutting the pavement full depth and partial, removing and disposal of the in-place pavement, furnishing and installing preformed joint filler. Furnishing and placing concrete within the repair, vibrating, screeding, finishing, applying surface texture, curing and protecting the concrete. Sawing and sealing reestablished crack, joints and saw cuts in accordance with the Joint Repair (Type A1) repair detail. Cleanup and any other materials, labor, or equipment necessary to complete the work as specified.

Include all costs to make, cure and test the flex beams, concrete test cylinders, and system components needed for the Concrete Maturity method in the unit bid price for Whitetopping Slab Replacement.

28. <u>P.C.C.P. JOINT & CRACK SEALING</u>

A. Description. This work includes sawing and cleaning the concrete joint or crack face to provide a proper surface and shape factor to ensure adhesion of the sealer. This procedure is the same whether the joint or crack is in place or re-established.

B. Materials. Furnish expansion joint filler and joint sealing material listed on the QPL and in accordance with Subsection 707.01.

C. Construction Requirements

1) Equipment.

a) Routing or Sawing Equipment. Furnish power driven routing or sawing equipment capable of cutting the cracks and sealant reservoir to the dimensions shown in the contract.

b) Abrasive Blasting Cleaning Equipment. Furnish equipment capable of removing the existing sealant, saw slurry, silt, or other foreign material from the vertical face of the crack or joint to the specified depth, leaving a clean, dry, newly exposed concrete surface.

c) Air Compressors. Furnish air compressors that produce moisture and oil free air and of enough size to blow sand and other foreign material from the crack or joint prior to placing the sealant material.

d) Heating Equipment. Furnish an oil jacketed, double boiler type, heating kettle or other thermostatically controlled equipment capable of heating material to the manufacturer's recommended temperature.

2) General. Do not place joint sealant when the ambient temperature is below 40°F (4°C) or when there is frost or moisture on the joint faces. If pavement joints are widened, seal the joints before the lane(s) are opened to traffic. For joints and cracks wider than 1-1/2 inches (38.1 mm), a shallow depth repair or use of an approved joint sealant material may be required.

3) Opening to Traffic. Travel lanes may be opened to traffic when the following applies:

a) Immediately, if a compression seal is used,

b) If an asphalt based hot pour material is used, wait until the material reaches ambient air temperature.

c) If a proprietary product is used, follow the manufacturer's recommendation.

4) Guidance.

Table 1. Guidance for Asphalt Based Material

| Joint Width (in) | Sealant Bead Thickness (in) | Minimum Joint Depth (in) |
|---|---|---|
| 1/4 | 5/8 | 11/16 |
| 3/8 | 7/8 | 15/16 |
| 1/2 | 1-1/8 | 1-3/16 |
| 5/8 | 1-3/8 | 1-7/16 |
| 3/4 | 1-5/8 | 1-11/16 |
| 7/8 | 1-7/8 | 1-15/16 |
| 1 | 2-1/8 | 2-3/16 |
| 1-1/8 | 2-3/8 | 2-7/16 |
| 1-1/4 | 2-5/8 | 2-11/16 |
| 1-1/2 | 2-7/8 | 2-15/16 |

5) Requirements for Repairing 1.5 inch or Narrower Cracks with an Asphalt Based Material

a) Perform joint sealing on surface dry concrete after cleaning debris, dirt, dust, and other foreign matter.

b) Lightly sandblast the joint walls before final compressed air cleaning.

c) Clean the joints with compressed air with a minimum pressure of 90 psi.

d) Seal the joints after approval from the Inspector.

e) Seal joints in accordance with the tolerances shown in Table 1. See detail located in the plans.

f) Remove and replace sealer at joints filled above the recommended level shown in Table 1 at no additional cost to the Department.

6) Requirements for cracks greater than 1.5 inches wide

a) Prepare and clean joint in the same manner as cracks narrower or equal to 1.5 inches wide.

b) Follow manufacturer recommendations.

D. Method of Measurement and Basis of Payment

PCCP Joint Sealing is measured and paid for by the linear foot of sealed joints. Include all materials, labor, and equipment needed to complete the item of work in the unit bid cost of PCCP Joint Sealing.

29. P.C.C.P. & WHITETOPPING SHALLOW DEPTH REPAIRS

A. Description. Shallow Depth Repairs generally consist of removing, disposing, and replacing unsound concrete. Concrete may be removed by milling, sawing, or chipping with a lightweight removal hammer. Unsound concrete is removed to a minimum depth of 2" and a maximum depth to the top of the dowel bars or ½ of the slab thickness. Minimum dimension of repair area is 12 inches (1 square foot). See on plans.

B. Materials.

1) Supply patching material that is compatible with the coating material, inert in concrete, and exhibits similar thermal coefficient properties of surrounding existing concrete.

2) Use materials meeting the following requirements:

| Property | Test Procedure | Required Value |
|---|---|---|
| Compressive Strength | AASHTO T160, ASTM C109 | >3000 lbf/in$^2$ at 3 hours<br>>5000 lbf/in$^2$ at 24 hours |
| Scaling | ASTM C672 | Visual Rating of 2 or less |
| Shrink Factor | ASTM C157 | <0.13% at 4 days |
| Durability Factor | AASHTO 161, ASTM C666A | >90% at 300 cycles |
| Bond Strength | ASTM C882 | >1000lbf/in$^2$ at 24 hours |

3) Accomplish mixing, placement and curing of patch material in accordance to the manufacturer's recommendations.

C. Construction Requirements. Remove any asphalt used to repair the concrete pavement prior to assessing concrete damage. Damaged panels that exhibit any of the following signs require a PCCP and Whitetopping slab repair:

- Have differential settling.
- Contain more than one crack that spans the entire portion of the slab.
- Cracks cannot be repaired with crack sealing or shallow depth repairs.
- Visibly moves or ejects water from cracks or joints when a truck passes over.

1) Saw cuts are required around perimeter of repair area, extend saw cuts 4 inch beyond visible deteriorated concrete or as necessary to reach sound concrete, as shown on plans. After removal, lightly hammer around the perimeter of the repair area to determine if there is any deteriorated concrete remaining. If so, increase the repair area. Remove and dispose of unsound concrete from the areas shown as directed by the Project Manager.

a) To prevent damage to the existing pavement, use jackhammers and chipping tools weighing less than or equal to 30 pounds. Without damaging adjacent concrete, bevel the straight sawcut edges to 30-60 degrees.

b) Use hand tools such as hammers and chisels for removing final particles of unsound concrete and to achieve final required depth.

c) Diamond bladed saws that are capable of sawing down to the specified depth are required. Carbon tooth wheel saws are not permitted as they can cause micro-cracking in the surrounding concrete.

2) Protect from damage any existing concrete and reinforcing steel not designated for replacement. Repair damage to such items to the satisfaction of the Project Manager at no expense to the Department.

3) Do not allow traffic on repair areas where concrete has been removed.

4) Sand blast and clean with compressed air all exposed surfaces and cracks in the slot to bare concrete to remove the saw slurry, parting compound, or other foreign materials prior to installation of the dowel.

5) Remove all dirt, oil, grease and all bond-inhibiting materials from the surface of the repair area. Pre-dampen the concrete substrate in the repair area to a saturated surface dry condition with no standing water prior to application of repair concrete.

6) P.C.C.P Slabs with Dowel Bars

a) If repair depth reaches dowel bars, ensure dowel bars are aligned and within tolerance.

b) Sever misaligned dowel bars

c) Coat exposed dowel bars left in place with a bond breaker.

d) If dowel bar is exposed, attach a compressible material to allow movement

e) Do not place patching material below dowels. Place sand to fill the void below the dowels or perform a partial slab replacement.

7) Between initial milling and concrete placement, have an inspector or project manager recheck the slab to ensure that all unsound concrete is removed.

- No saw cuts will extend beyond the repair area.

8) Immediately prior to placement of backfill material apply a cement based bonding agent in accordance to the manufacturer's recommendations. Ensure that a thin coat of the bonding agent covers the entire area including the patch walls, bottom and overlaps the pavement surface. Do not allow bonding agent to dry before patching material is placed. If dried, sandblast and air blast the repair area again before re-applying a new coats of bonding agent.

- In areas where patch spans a transverse or longitudinal joint, just prior to backfilling repair area with cement patch, caulk the existing transverse joint at the bottom and sides as shown on plans. Do not caulk beyond 1/8 inch outside either side of the crack. Place a compressible insert to maintain the transverse joint as shown on plans. Along transverse joints, fit the filler material tightly along the bottom edge of the repair area. The Project Manager will reject the patch if the joint filler shifts during placement of the patch. The Contractor is responsible for the expense to replace the rejected patches.

9) Flatten, slope and texture the concrete. Excess concrete should be led to the edges of the repair area and then removed. Use a straight edge to determine if the repair is flush

10) Apply two coats of curing compound immediately after flattening to grade and as soon as water has evaporated from the repair surface.

- Apply the coats perpendicular to the other, to the repaired area.

11) After the new concrete in the repair area has cured, add the vertical saw cut joint if needed.

12) Ensure the strength requirements in the material section of this special provision have been met before opening repair areas to traffic.

13) Disposal of Materials. Dispose of removed concrete and other materials to the satisfaction of the Project Manager in conformance with other portions of these special

provisions, the Montana Solid Waste Management Act and other appropriate laws, rules and regulations.

D. Method of Measurement. Shallow Depth Repairs are measured by the square yard.

E. Basis of Payment. The Project Manager will measure Shallow Depth Repair areas for payment. The plans indicate only estimated repair areas based on representative surveys of the roadway. The Department will not allow recalculation of bid prices due to increases or decreases in the repair areas resulting from such variation from the plan quantities. Shallow Depth Repair is paid at the contract unit price and includes all resources necessary to complete the repair.

30. PORTLAND CEMENT CONCRETE PAVEMENT GRINDING

A. Description/General. This work is longitudinally diamond grinding and texturing existing PCCP, as directed by the Engineer to eliminate joint faulting, restore proper drainage and improve ride quality.

B. Equipment.

1) Use equipment that will not damage the underlying surface, cause raveling, fracture, or joint spalling. Use diamond embedded saw blades gang used with a self-propelled machine designed to smooth and texture concrete pavement. Collect slurry produced during grinding operations using vacuum collection, and ensure pavement is left in a nearly dry condition.

2) Use grinding equipment weighing at least 35,000 pounds including the grinding head, minimum 12’ wheelbase, and able to grind at least 3 feet wide. Wheelbase is defined as the distance from the front wheel axis to the drive wheel axis. Maintain equipment in proper working order or immediately replace. Use 50 - 60 blades per foot to provide proper surface finish for existing PCCP.

C. Construction. Meet International Roughness Index criteria in accordance with 501.03.14. Remove joint seal before diamond grinding.

1) Sequencing

a) Profile the roadway surface to ascertain a control (initial) roughness index.

b) Complete full and partial depth repair, slab stabilization and dowel bar retrofit prior to grinding. Repaired thickness be 1/4-inch higher than the adjacent roadway surface.

c) Grind as closely as possible to obstructions without damaging obstructions.

d) A transition taper outside the travel lane is permitted if cross slope drainage is maintained, the riding surface is acceptable, and ponding does not occur. A 15 foot minimum runout is required for repairs longer than 30 feet.

e) Grind abrupt ridges or drops around manholes and water valves to provide a uniform texture and acceptable ride. If project conditions exist prohibit acceptable feathering grinding, the Project Manager may require that structure elevation be adjusted. The added work of raising or lowering these structure elevations is included as a bid item. Reset structures within full depth repair areas to an elevation ¼-inch below the new pavement surface prior to grinding.

f) Do not overlap adjacent grinding passes by more than one inch. Notify the Project Manager if roadway geometry does not allow for full grinding equipment passes. Leave no unground surface area between passes.

g) Conduct IRI profiling subsequent to grinding.

2) Profiling. On the day of profiling, submit a printout listing initial profiler (IP) settings, and International Roughness Index (IRI) values for each segment by lane. Obtain operator and the Engineer signatures the day of profiling. If Contractor fails to submit IRI and IP setting data to the Engineer on the day of profiling, re-profile segments for which data was not supplied. After grinding, submit to the Engineer a printout documenting initial profiler settings,

and IRI values for each lane and pass within the segment. Contractor may select a preferred profile analysis software. Report areas having localized roughness.

3) Final Surface Finish

a) Follow guidelines outlined 501.03.11 B.

b) If multiple passes are required, just one is compensable. Texture 98% percent of pavement surface. Notify the Project Manager if depressed pavement areas are present.

c) Grind to the tolerances presented in table 1:

Table 1:
Grinding Tolerances

| Groove Width (in) | Groove Depth (in) | Land Area (in) |
|---|---|---|
| 0.097-0.130 | 0.031-0.115 | 0.08-0.115 |

4) roadway. Do not allow slurry to drain across traffic lanes, shoulders, the roadway slope or impact aquatic resources.

Prior to opening to traffic, remove grinding residue by washing and/or brooming to Project Manager satisfaction.

Collect and dispose of slurry in conformance with Subsection 202.03.3. A link to the DEQ website and regulations governing concrete construction waste disposal is included here: http://deq.mt.gov/Portals/112/deqadmin/dir/documents/legal/Chapters/CH50-05.pdf

Questions regarding slurry disposal may be addressed to Tim Stepp, Montana Department of Environmental Quality (DEQ): (406)444-4725.

Acquire all permits necessary for disposal.

5) Surface Smoothness Requirements. Prior to performing repair work, furnish Project Manager a control profile. Use profiling equipment with line lasers reading the wheel path area. Measure profiles in both wheel paths and average wheelpath IRI to determine lane MRI. Do not use single point lasers. Equipment must be certified and approved by MDT. Notify the Project Manager at least 5 business days prior to running profiles and measure the control profile with Project Manager present.

The Department may verify Contractor profile measurements. The Department may also use other profiling equipment and compare these results to previously profiled results. Allow the Department access to the roadway for ride profiling.

The control profile will be used to identify required project smoothness in accordance with Table 2. If the segment is less than 100ft long, final smoothness must not exceed 90.0 in/mi.

Obtain the final profile after corrective work such as slab repairs, DBR, or pothole repair, that may impact pavement roughness. Obtain the profile in 0.1 lane mile long segments (528 feet). Accurately establish the location of each segment either through stationing or GPS coordinates.

Table 2: Smoothness Requirements

| Posted Speed Limit | <45 mph | | ≥45 mph | |
|---|---|---|---|---|
| Existing Segment MRI (in/mi) | ≤330 | > 330 | ≤185 | > 185 |
| Maximum Post-Grind MRI (in/mi) | ≤115 | ≤0.35*(Existing Segment MRI) | ≤ 65 | ≤0.35*(Existing Segment MRI) |

6) Grinding Repairs. Ensure the finished surface has final MRI improvement in accordance with Table 1. Grinding will not be accepted if smoothness requirements are not met. Segment locations from the control profile must match and be compared to segment locations measured during final profile testing.

D. Method of Measurement. Grinding is measured by the square yard (square meter), based on the total width and total length of concrete pavement grinding. Measured width includes travels lanes and a 2-ft. wide feathering pass required at each shoulder. Measurements for roughness index follow ASTM Standard E1926. Extra passes or grinding overlap are not measured for payment.

E. Basis of Payment. Grinding is paid at the contract unit price per square yard (square meter) of Portland Cement Concrete Pavement Grinding. Full. Payment at the contract unit price is compensation for grinding, profiling, collection and disposal of slurry and any other work required to complete this item.

31. CROSS STITCHING

A. Description. The work consists of placing epoxy coated deformed bars into existing concrete pavement slabs along an existing longitudinal crack or as directed by the Project Manager.

B. Materials.

1) Cross stitching bar dimensions and location of holes vary depending on the concrete slab thickness. Furnish all reinforcing steel meeting table 1, 553-3 and Subsection 711.01 requirements.

Table 3. Cross-Stitching Bar Dimensions and Location of Holes for Longitudinal Cracks

| Slab Thickness (in) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| Angle | Distance Between Drilled Hole and Crack (in) | | | | | | | |
| 35º | 5.75 | 6.50 | 7.25 | 7.75 | 8.85 | | | |
| 40º | | | | 6.50 | 7.25 | 7.75 | 8.25 | |
| 45º | | | | | 6.00 | 6.50 | 7.00 | 7.50 |
| Length of Bar (in) | | | | | | | | |
| 35º | 9.50 | 11.00 | 12.50 | 14.50 | 16.00 | | | |
| 40º | | | | 12.50 | 14.00 | 16.00 | 18.50 | |
| 45º | | | | | 12.00 | 14.00 | 16.50 | 18.00 |
| | Diameter of Bar (in) | | | | | | | |
| | 0.75 | 0.75 | 0.75 | 0.75 | 0.75 | 1.0 | 1.0 | 1.0 |

2) Provide epoxy resin meeting ASTM C-881 Type IV.

C. Construction Requirements.

1) Tie the existing slab together by drilling a hole from the first section, through the longitudinal crack and into the second section of the slab. The drilling angle depends on slab thickness and is located in table 1. Install tie bars in the existing pavement alternately from opposite sides of the crack to produce a cross-stitching pattern at 24 inch centers. Do not install tie bars within 24 inches of an existing transverse contraction joint. Install tie bars the same day the holes are drilled.

2) Drilling.

- The drill used for making the holes shall be hydraulic percussive type and shall be mounted on a ridged frame to provide proper position and alignment. The Contractor shall exercise care in drilling holes for the placement for the tie bars. Damage to any surrounding pavement shall be repaired to the satisfaction of the Project Manager at the Contractor's expense.

3) Cleaning.

- Prior to injecting epoxy resin, the drilled holes shall be blown clean with compressed air using a device that will reach the bottom of the hole to ensure that all debris or loose material has been removed.

4) Epoxy.

- The epoxy shall be injected in the bottom of the hole with a pressurized caulking apparatus which allows air to escape and the hole to be filled with epoxy prior to insertion of the tie bar so that the epoxy will be level with the top of the pavement after bar insertion.

5) Tie Bars.

- The tie bars shall be placed so that there is an equal length of bar embedded in the adjacent sides of the crack without protruding through the bottom of the slab. The tie bars shall be rotated 180 degrees to 360 degrees during the insertion to eliminate voids and to ensure complete bonding of the bar. The top shall be covered by approximately 1 inch of epoxy to level the hole with the existing pavement. This countersinking will enable future grinding of the P.C.C.P.

6) Crack Sealing.

- Seal all cross stitched cracks in accordance with the following Special Provision: P.C.C.P. JOINT & CRACK SEALING.

D. Method of Measurement. Cross Stitching is measured by each tie bar installed and accepted by the Project Manager. Crack sealing is measured as stated in the respective special provision.

E. Basis of Payment. Cross Stitching is paid at the contract unit price per tie bar installed and includes all resources necessary to complete the item of work. Crack sealing is paid as stated in the respective special provision.

32. <u>ULTRA HIGH EARLY (UHE) STRENGTH CONCRETE MIX DESIGNS FOR CONCRETE PAVEMENT REHABILITATION (CPR)</u>

This work consists of performing concrete pavement repairs using Ultra High Early (UHE) strength concrete in accordance with the contract.

Determine the bonding agent for bonding the UHE mix to the in-place concrete. If the Contractor chooses to use a Pre-Packaged, Dry, Rapid-Hardening Cementitious Material for Concrete Repairs, follow the manufacturer's recommended bonding agent for bonding the Pre-Packaged, Dry, Rapid-Hardening Cementitious Material to the in-place concrete.

Due to the accelerated rate of hardening of UHE concrete, take precautions as necessary to ensure satisfactory finishing, curing, and protection of the concrete pavement. Any additional curing protection or cold weather protection is the responsibility of the Contractor with no additional cost to the State.

A. UHE Concrete Mix Design Requirements

Design UHE concrete meeting the requirements of Class Pave and the following:

- Design UHE to reach a minimum compressive strength of 3000 psi or a flexural strength of 500 psi in four (4) hours.

- Submit the concrete mix(s) for approval in accordance with Section 551 and MT-100 at least 21 calendar days before the initial placement. Include all of the proposed admixtures, dosage rates and their intended use in the design. Use only admixtures on the Department's Qualified Products list and ensure compatibility of all admixtures included in the design.
- The Contractor assumes full responsibility for the mix design and performance of the concrete.

1) Contractor Mix Design Requirements for P.C.C.P. Slab Replacement UHE Concrete:

a) Provide 1 ½" - ¾" nominal maximum size aggregates and gradations in accordance with Section 701 as well as a minimum coarse aggregate fracture of 50%.

b) Maximum water/cementitious ratio of 0.40

c) Maximum slump target of 5 inches, +1 ½" -2" inches

d) Provide an air content of 5.0% - 8.5%

e) Do not use calcium chloride in the mixture

f) Provide a spacing factor of 0.008 inches or less at a minimum of 7 days of age when performed in accordance with ASTM C457.

g) Provide a Relative Dynamic Modulus of 80% or greater at 300 cycles, when performed in accordance with ASTM C666 Procedure A

h) Provide a maximum shrinkage value less than 0.10%, when performed in accordance with ASTM C157, modified by the requirements of ASTM C928 with initial testing staring after a 3 - hour cure time.

2) Contractor Mix Design Requirements for Shallow Depth Repair UHE Concrete:

a) Provide ½" – ⅜" nominal maximum size aggregates and gradations in accordance with Section 701 as well as a minimum coarse aggregate fracture of 50%.

b) Maximum water/cementitious ratio of 0.40

c) Maximum slump target of 5 inches, +1 ½" -2" inches

d) Provide an air content of 5.0% - 8.5%

e) Do not use calcium chloride in the mixture

f) Provide a spacing factor of 0.008 inches or less at a minimum of 7 days of age when performed in accordance with ASTM C457.

g) Provide a Relative Dynamic Modulus of 80% or greater at 300 cycles, when performed in accordance with ASTM C666 Procedure A

h) Provide a maximum shrinkage value less than 0.10%, when performed in accordance with ASTM C157, modified by the requirements of ASTM C928 with initial testing staring after a 3 - hour cure time.

3) When using a Pre-Packaged, Dry, Rapid-Hardening Cementitious Material for Concrete Repairs instead of a contractor designed UHE concrete, provide the following documentation:

Independent Test Data conforming to ASTM C928 and the following:

a) All testing must include aggregate extenders.

b) The maximum aggregate extension is 50% by weight.

c) The pre-packaged concrete is required to have a Relative Dynamic Modulus of 80% or greater at 300 cycles, when performed in accordance with ASTM C666 Procedure A.

d) The pre-packaged concrete is required to have a maximum shrinkage value less than 0.10%, when performed in accordance with ASTM C157, modified by the requirements of ASTM C928 with initial testing staring after a 3 - hour cure time.

4) Laboratory Testing Requirements for Contractor Mix Design UHE Concrete and Pre-Packaged, Dry, Rapid-Hardening Cementitious Material for Concrete Repairs:

Supply the following:

a) Either compressive or flexural strength results (sets of 3) at 3, 4, 5, 6, 8 and 24 hours demonstrating the concrete mixes ability to meet the strength requirements.

b) AASHTO certified laboratory test results for Freeze-Thaw (ASTM C666 Procedure A),

c) Hardened Air Content (ASTM C457)

d) Length Change of Hardened Hydraulic Concrete (ASTM C157, modified by ASTM C928)

5) Trial Demonstration Batching and Placement for UHE Concrete:

A minimum of two weeks prior to placement on the project, successfully place a minimum of 5 cubic yards of the approved UHE concrete. Final approval of the mixture is based on satisfactory field placement, performance, and test results. Verify plastic concrete properties meet required values and verify strength results by casting and testing strength specimens.

6) Trial Demonstration Batching Placement for Pre-Packaged, Dry, Rapid-Hardening Cementitious Material

A minimum of two weeks prior to placement on the project, successfully place a minimum of 1 cubic yard of the approved Pre-Packaged concrete. Final approval of the mixture is based on satisfactory field placement, performance, and test results. Verify plastic concrete properties meet required values and verify strength results by casting and testing strength specimens.

7) Opening the Pavement Repairs to Construction and General Traffic

Do not permit traffic or Contractor equipment, excluding joint sawing and sealing equipment, on the concrete until one of the following test results indicate the concrete has developed sufficient strength.

a) Flex Beam Method. Prepare the concrete flex beams in accordance with MT 101 and test for modulus of rupture using AASHTO T 97.

One test set consists of 3 beams. Take the concrete for the test beams from different concrete batches for each 2,500 square yards of concrete pavement and make a minimum of 2 sets per day. Test the beam sets for modulus of rupture. Cure the test beams under the same environmental conditions as the pavement they represent. The pavement, represented by the beams, may be opened to traffic when the average modulus of rupture of the set exceeds 500 psi and no individual beam's modulus of rupture is less than 450 psi.

Test the flex beams on or near the project, using Contractor furnished equipment and with a Department Inspector witnessing the tests.

b) Maturity Meter Method. Prepare a maturity curve in accordance with ASTM C1074. Prepare concrete flex beams or compressive test cylinders to validate the maturity meter performance curves. Furnish the Project Manager the maturity-strength relationship and maturity curves along with supporting data for verification a minimum of 14 days before placement. Maturity-strength relationship must indicate compressive strengths of 3000 psi or greater.

The pavement may be opened to traffic and construction equipment, with Project Manager's approval, when a minimum of 3 separate maturity meter readings reflect target values have been met.

Furnish all equipment, including maturity meter, thermocouples, wire, and a qualified technician to monitor the maturity meter system.

c) Concrete Test Cylinder Method. Prepare concrete test cylinders according to MT 101 and AASHTO R 60, and test for compressive strength according to AASHTO T 22.

Make a minimum of one set of three compressive test cylinders, sampled from random locations, for each 2,500 square yards of concrete pavement but not less than two sets per day. Test compressive test cylinders in sets of three for compressive strength. Cure test cylinders under the same conditions as the pavement they represent.

The pavement may be opened to traffic and construction equipment, with Project Manager's approval, when the average compressive strength of a set of test cylinders is 3000 psi or greater with no single test less than 2500 psi.

Determine the time for testing cylinders. Furnish suitable equipment and test compressive cylinders on or near the project.

Determine the time for testing cylinders. Test the compressive strength cylinders on or near the project, using Contractor furnished equipment and with a Department Inspector witnessing the tests.

Opening to traffic does not constitute a final acceptance of the pavement. Repair all concrete damaged prior to the final acceptance at Contractor expense.

8) Testing and Acceptance

Testing and Acceptance of UHE concrete will be in accordance with Subsection 551.03.08 for Class Pave.

B. Method of Measurement

UHE concrete is not measured separately. Include all costs for UHE concrete in the applicable PCCP repair items.

33. MANHOLE & WATER VALVE BOXES IN-PLACE

A. Description. This special provision is to describe the adjustments of manholes & water valve boxes within the project limits. There may be additional manholes and water valve boxes to be adjusted that are not noted in plans and some noted adjustments that may not be needed. Further information and requirements that are not noted in this special provision can be found in standard specifications 621.

B. Construction Requirements.

1) Any manholes or water valve boxes that exhibit any of the following will require further field investigation to determine if adjustment is needed:

a) Manholes and water valve boxes that are close to the through lanes on U.S. Hwy 2 (W. Idaho St.) and U.S. Hwy 93 (N. Main St.) and major public approaches (excluding turn lanes). Due to the locations of these manholes and water valve boxes, they affect the quality of ride that the department is improving with this project. Field verify if these manholes and water valve boxes need to be adjusted to accept the diamond grinding that will improve the ride.

b) Manholes and water valve boxes that are adjacent to P.C.C.P. slabs that are damaged and are receiving repair work or white topping.

c) Manholes and water valve boxes that will not allow positive drainage after diamond grinding activities.

2) If a manhole or a water valve box is to be adjusted, a new concrete apron is required (see detailed in plans).

3) Some manholes and water valve boxes being adjusted may require additional adjacent P.C.C.P. or white topping slabs to be removed to ensure proper joint layout to prevent future cracking. Additional P.C.C.P. or white topping slab removals will require Project Manager approval. Additional P.C.C.P. and white topping slab removals will be measured and payed for under their respective bid items.

4) Manholes and water valve boxes that are not getting adjusted because they do not exhibit characteristics described above, will receive a feather diamond grind to their existing grade.

34. 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.

35. PAVEMENT MARKINGS-TAPE (ADDED 11/14/18)

A. Description. Apply high performance retroreflective white or yellow tape in accordance with the manufacturer's recommendations and as shown in the plans.

B. Materials. Furnish 3M Stamark 380I ES high performance white or yellow tape. Provide a copy of the manufacturer's product specification and warranty data. Submit the Manufacturer's instructions for surface preparation and material application. Include the following:

- Equipment requirements
- Work methods and procedures
- Material application temperature range
- Ambient and surface temperature requirements
- Weather limitations
- Adhering methods and product to be used
- Pressing/tamping methods and requirements
- Patching and repairing
- Precautions
- Traffic restrictions
- All other requirements necessary for successful application and satisfactory performance

C. Construction Requirements. Apply the markings in accordance with the manufacturer's recommendations and in accordance with the plans and the MUTCD.

D. Measurement. Measure pavement markings in linear feet in-place for the specified width, for longitudinal and transverse lines. Pay for preformed pavement marking words and symbols by the square feet.

E. Basis of Payment. Payment at the respective unit bid prices is at full compensation for necessary resources to complete the item of work under the contract.

36. PAVEMENT MARKINGS TAPE GROOVING (ADDED 11/15/18)

A. Description. The work is grooving concrete surfacing to provide inlaid pavement markings as shown in the plans and in accordance with the pavement marking tape manufacturer's recommendations.

B. Construction.

1) Grooving. Furnish a self-propelled grooving machine quipped with stacked diamond cutting blades to perform the work. Furnish a machine capable of providing uniform depth and alignment. Do not use grinder type heads.

Use equipment capable of making the intended groove in a single pass. Use equipment that leaves the groove clean, dry and ready for pavement marking application. Ensure the bottom of the groove is smooth and does not contain ridges between the blades.

Provide grooved area 1-inch (25mm) +/- 1/8-inch (3mm) wider and 4 inches (100mm) +/- 1-inch (25mm) longer than the designated pavement marking within the groove.

Furnish a groove depth of 120 mils +/- 10mils.

Align grooving as shown in the plans. When grooving is near or adjacent to a longitudinal joint, ensure the edge of the groove is no closer than 1-inch from the joint unless directed otherwise by the Project Manager.

Ensure groove placement/alignment allows the pavement marking to be placed entirely in the bottom of the groove in accordance with the location stated in the plans.

2) Pavement Marking Application. Center the markings within the grooved area. Complete marking application the same day as grooving. If the markings cannot be completed in their entirety the same day, furnish traffic control in accordance with Section 618 at the Contractor's expense.

Apply pavement marking in accordance with the Pavement Markings – Tape Provision.

C. Method of Measurement and Basis of Payment. Linear pavement markings grooves will be measured by the foot (m) based on a 4-inch (100mm) width for the actual quantity of striped grooved. Lines wider and narrower than 4-inches (100mm) are converted to the equivalent linear feet (m) of 4-inch (100mm) wide line and paid for at the contract unit price per linear foot of Stripe Grooving. Words and Symbols will be measured and paid for at the unit price per square foot of Stripe Grooving. Payment is at full compensation for necessary resources to complete the item of work under the contract.

END SECTION I

**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.

# 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 ..... 10 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<br>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<br>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<br>(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)).

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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.

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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

Effective 02/13/2020

**"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 3-12-20)**

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.

| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 103.07 | Contract Recipients Form<br>link: https://www.mdt.mt.gov/publications/forms/contract-recipients.shtml | 5 calendars days after date of bid opening |
| 103.09 | Bid Documentation Inventory Affidavit and Escrow Agreement | 7 business days after date of bid opening |
| 103.10 | Subcontractor Report (form MDT-CON-102-8) | 6 calendar days after date of bid opening |
| 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 |



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| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |
| 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 | Proposed Aggregate Source (form MDT-CON-106-02-3) | 7 calendar days after bid opening |
| 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 |



AWARD COPY

| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |
| 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 |



AWARD COPY

| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |
| 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 |



AWARD COPY

| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |
| 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) | 15 business days before use |
| 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 |



AWARD COPY

| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |
| 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 (See Subsection 106.09) |
| 555.03.3 | Request to weld reinforcing steel | Before starting placement |



AWARD COPY

| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 555.03.5 | Shipping invoice | Each shipment & before placement (See Subsection 106.09) |
| | 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 (See Subsection 106.09) |
| 556.03.3(4) | Mill test reports | |
| 556.03.5 | Quality control plan | 20 business days prior to fabrication |
| 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 (See Subsection 106.09) |
| 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 |



AWARD COPY

| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |
| 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 (See Subsection 106.09) |
| 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 |



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| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |
| 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 |
| | | |



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| SPECIFICATION REFERENCE | DESCRIPTION | TIMING |
|---|---|---|
| 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 |



AWARD COPY

**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.

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**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.