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 December 17, 2020. All bids will then be publicly opened, reviewed for correctness, and then publicly read in the Department's auditorium.

Federal Aid Project(s):

IM 90-6(145)289	Manhattan - Belgrade
IM 90-6(149)313	Bozeman Hill - Guardrail

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 #07C20
AWARDED ON: DECEMBER 29, 2020
TO: RIVERSIDE CONTRACTING, INC

MONTANA DEPARTMENT OF TRANSPORTATION

Barb Skelton, Chairperson
Montana Transportation Commission

Michael T. Tooley
Director of Transportation

Contract No.07C20
PB:ST:8756000AWD 201

CURRENT QUESTIONS & ANSWERS

201 - MANHATTAN - BELGRADE / BOZEMAN HILL - GUARDRAIL - December 17, 2020

Notifications

No Notices available for this project.

Addendums

-1-

Submitted: 14-DEC-2020 3:51PM

An Addendum has been posted for this project: **ADDENDUM**

To download the addendum bid files, click here: **BID FILES**

Clarifications

-1-

Submitted: Thursday 10-DEC-2020 02:55PM

IM 90-6(145)289: Sheet 13 and Sheet 22 are being revised to include an additional 1,200 foot of intermittent rumble strip LT. on Ramp D1 of the Belgrade Interchange (Exit 298). Start the rumble strips 1,200 feet back from the gore on the eastbound on-ramp (Ramp D1). An Addendum will be issued. **UPDATED SHEET 13** **UPDATED SHEET 22**

-2-

Submitted: Tuesday 10-DEC-2020 3:01PM

IM 90-6(149)313: For each of the two locations where new permanent impact attenuators are proposed perform the following additional work. On the west end of the median barrier (RP 314.43) remove the existing end section of two-loop concrete barrier rail and install ten new sections of concrete barrier rail (605000090), extending the barrier run adjacent to the westbound median shoulder. Provide a section of the new concrete barrier rail that transitions from the existing 2-loop barrier to the new 3-loop where the new barrier connects to the existing run. Provide and install type 1 anchors on both sides of the section of concrete barrier rail that will connect to the new impact attenuator (see detailed drawing 605-05). Salvaged impact attenuators to be salvaged to the Belgrade Maintenance Yard on Secondary 205, MP 22.1.

On the east end of the existing concrete barrier run (RP 318.6), remove the existing 2-loop end section of concrete barrier and install two new sections of concrete barrier rail that extend the barrier run adjacent to the eastbound median shoulder. Provide one section that will transition from the existing 2-loop to 3-loop barrier, and provide a 3-loop section that is anchored on both sides (type 1, option 1) that will connect to the new impact attenuator.

For all new sections of concrete barrier, perform any minor grading, gravel, milling, and paving necessary to provide a smooth and continuous surface to place the barrier that includes at least 0.3 feet depth of compacted plant mix surfacing from the adjacent shoulder to a point 1 foot beyond the back of the concrete barrier (3 feet width).

Include all work, material, equipment and labor associated with extending the ends of the concrete barrier rail on this project, including 2 each remove concrete barrier, providing a smooth continuous paved surface at least 0.3 feet thick and 3 feet wide, and 12 each concrete barrier rail (connected and anchored as described) in the unit price bid for Miscellaneous Work – Lump Sum.

In addition to the requirements already included in the contract, install low maintenance impact

attenuators meeting MASH TL-3 where specified in the plans. Low-maintenance impact attenuators approved for use are the QuadGuard Elite M10 and the SCI SmartCushion SCI100GM. Install only one type for all installations identified in the contract. For each location where a permanent impact attenuator is installed, provide a transition/connection from the crash cushion back to the concrete barrier (jersey shape) on the side adjacent to traffic. Assemble and install the impact attenuators, including the concrete bases and transitions/connections according to the manufacturer's recommendation. Ensure that you have a foreman that has been trained on the assembly and installation of the specific attenuator selected for this contract, and that the foreman is on hand and supervises all work associated with the assembly, installation, and final inspection of all impact attenuators
on this project.
An Addendum will be issued.

Questions

-1-
Submitted: Saturday 21-NOV-2020 01:35 PM
Company: Riverside Contracting, Inc.
Contact: Estimating
Assuming there is adequate site distance, can the contractor build a median crossing off the east end of the project to utilize as a truck turn-around: YES or NO? The alternative is to use 19th Street, which is over 4 miles away and already has heavy traffic.
Answer
Submitted: Monday 30-NOV-2020 8:44AM
A temporary median crossing may be constructed off the east end of the project to be used as a truck turn around. It must meet the requirements of standard specification 618.03.7.

-2-
Submitted: Saturday 21-NOV-2020 01:28 PM
Company: Riverside Contracting, Inc.
Contact: Estimating
Can the median crossing at approximately MM 293.6 be used as a truck turn-around?
Answer
Submitted 30-NOV-2020 8:47AM
The median crossing located at approximately MM 293.6 can be used as a truck turn around for this project.

-3-
Submitted: Monday 23-NOV-2020 01:20 PM
Company: Riverside Contracting, Inc.
Contact: Estimating
Can MDT attach the As-Built plans for the previous overlay, along with the mix design utilized on the previous overlay?
Answer
Submitted 30 NOV 2020 9:19AM
As-Built plans are not available for the requested limits, however, As-Let plans for a PCCP Crack and Seat with PMS overlay were located in MDT records, dated 1998. They are linked below. As-Let plans are for information only and do not contain any record changes made during construction of the original project. There may have been change orders processed that significantly altered the original As-Let plans that are not represented.
Link: PCCP Crack and Seat, P.M.S. Overlay
Mix Design Information from past project(s) have been purged and are not available.

CURRENT QUESTIONS & ANSWERS

-4-
Submitted: Monday 30-NOV-2020 04:11 PM
Company: Northern Rockies Agency
Contact: Kit Stevko
The cobra head light fixture are two different lumen outputs. Can you tell me how many are 17,600 lumen and how many are 26,700 lumen?
Answer
Submitted: Thursday 03-DEC-2020 07:55 AM
Refer to sheet 13 of the summary frames for the requested information. In addition to the requirements in the contract provide luminaires utilizing arrayed discreet LEDs - COB (chip-on-board) LEDs will not be accepted.

-5-
Submitted: Wednesday 02-DEC-2020 02:27 PM
Company: Northern Rockies Agency
Contact: Kit Stevko
Are there drawing for the replacement cobra heads showing where the fixtures are going and which lumen size is going where.
Answer
Submitted: Thursday 03-DEC-2020 02:00 PM
Drawings are not available as requested. Replace existing luminaires with HPS fixtures with new LED fixtures of similar lumen output. Refer to sheet 13 and special provision #37 for additional information. The luminaires are located primarily at or near the interchanges within the project limits. The 400 watt equivalent LED heads are to be installed on the overpass and signals on the Belgrade Interchange by Amsterdam road. No new luminaire installations are intended.

-6-
Submitted: Friday 04-DEC-2020 08:55 AM
Company: Mountain West Holding Company
Contact: Cody Cunningham
Our experience with wide loads tells us that wide load staging areas and special accommodations will be critical to this project's success. Please consider the following:

During milling, paving and chip seal operations in the driving lane, wide loads will not have adequate room to get by the work zone safely. Areas near bridges are of high concern due to guardrail and bridge rail on both sides of the roadway.

SP 35 states that a 25' travel lane should be maintained across all bridges. Once temporary barrier is placed and a 25' lane is provided, the contractor is left with 10' to work. This is not enough room to allow the work to occur.

SP 35 also states that 32J loads must enter into a written agreement with the Prime Contractor before being permitted to travel. The special provision does not state how the contractor is to be compensated for these agreements. Will MDT consider including an administrative fee of $275 per wide load that necessitates an agreement?

Please reevaluate wide load accommodations for the project.
Answer
Submitted: Tuesday 08-DEC-2020 01:47 PM
Wide load staging will not be required on this project. MDT will coordinate with Motor Carrier Services to set width restrictions during working hours. During the milling and paving operations carriers wider than the width restriction set in the road report will be required to enter into a written agreement with the prime contractor to access the project during working hours. Contact

the EPM 10 working days prior to requiring the width restriction.

Maintain a minimum width of 22’ 0” travel lane through all bridges.

A $250 wide load accommodation fee will be paid to the contractor for those loads greater than 20' wide. Provide a copy of the written agreement between the Prime and the Carrier to the Project Manager.

-7-

Submitted: Tuesday 08-DEC-2020 12:16 PM
Company: MWHC
Contact: Chris Connors
Special provision 9 states 25 miles for the distance to be used for wage zone determination on the Manhatten - Belgrade project. Using for example the Laborer Class in the published wage rates, 25 miles is included in both zones 1 & 2. Please clarify if zone 1 is 0 - 24 miles or zone 2 is 26-50 miles

Answer
Submitted: Tuesday 08-DEC-2020 03:12 PM
IM 90-6(145)289 is 24.6 miles. Both projects will be Zone 1 for Laborer (Zone 1: 0 to 25 miles).

-8-

Submitted: Tuesday 08-DEC-2020 05:19 PM
Company: MWHC
Contact: Chris Connors
The Bozeman Hill-Guardrail portion of this project includes a Revegetation Summary box showing proposed quantities of work. Additionally, special provision 43 indicates that the lump sum bid item includes removing the sand and salvaging the topsoil. What width is the contractor to remove the sand? Only under the guardrail? 10ft behind the guardrail? It is assumed that the topsoil that is requested to remove, salvage, and place is under the sand. What shoulder work requires topsoil to be removed and salvaged? The only work identified is removing guardrail and replacing guardrail.

Answer
Submitted: Friday 11-DEC-2020 07:27 AM
Remove 2 foot width of sanding material directly below the Guard Rail. Special Provision 43 Revegetation [IM 90-6(149)313] is hereby deleted from this contract. An Addendum will be issued to remove bid Item 610 100 559 Revegetation from the Schedule of Items.

-9-

Submitted: Wednesday 09-DEC-2020 12:22 PM
Company: LHC, Inc
Contact: David Steely
A follow-up to questions -1- & -2- above: assuming a contractor either utilizes an existing median crossover or constructs a temporary one, will the 500,000 traffic control units allotted in the bid for this project be sufficient to accommodate use of an existing median crossover and another temporary median crossover, or will additional traffic control measures need to be accounted for elsewhere in the bid, or would the State wish to add a separate bid item for temp traffic control measures to handle usage of these two median crossovers.

Answer
Submitted: Friday 11-DEC-2020 1:01PM
Please refer to the answer to Question #12.

CURRENT QUESTIONS & ANSWERS

-10-
Submitted: Wednesday 09-DEC-2020 02:05 PM
Company: MWHC
Contact: Chris Connors
This request is in two submittals. MWHC has reviewed this project including guardrail related quantities, incidental work tied to guardrail work, and provisions that limit production rates. The full scope of guardrail work excluding incidentals, coordinating with MDT Maint., and provisions that limit production can not be achieved in 90 contract days with one full time guardrail crew. Accordingly, any of the available guardrail companies considering this project would need to allocate one full crew for the full 90 days and another crew for 1/2 the contract time to complete without LD's. In the current labor market experienced by contractors and the MDT alike, finding and keeping additional qualified personnel is not a reality. IT further requires the guardrail contractor to choose to not participate in other MDT projects during this time frame or bypass providing a competitive quote for this project. Another reality recognized this fall was the effect of Covid 19. It was at times as drastic as losing a supervisor resulting in a loss of the entire crew. More often however, it was the loss of 25-50% of a crew allowing the contractor to continue working but at a reduced capacity. There is no indication that this will be any different next year.
Answer
See Answer to #11

-11-
Submitted: Wednesday 09-DEC-2020 02:05 PM
Company: MWHC
Contact: Chris Connors
Continued from previous question. The provision of only removing the amount of guardrail that can be replaced in one day reduces a contractors production by as much as 25% per day. It is not reasonable to remove the guardrail as we proceed with installation. To achieve any level of production, removal must be performed in a continuous operation as must installation. Accordingly, the contractor must not risk removing more than what can be installed which sometimes leads to working an 8-9 hour day vs 11hrs. This is further complicated with the required coordination with the Maint. for sand removal. If we plan on 11hrs to remove and install 700ft of guardrail but the Maint. uses 3-5hrs for their work, we now have to adjust to a lesser quantity but with the same amount of time spent on the project. The contract does not identify the amount of work necessary by Maint as it will be determined as the project proceeds and likely will be affected by this winters activities. Please consider additional contract time to complete guardrail work on this project. Additional contract time will permit more competitive pricing and more bidders to bid the project.
Answer
Submitted: Monday 14-DEC-2020 10:44AM
Contractors should not plan for; or expect to; "stand by" due to coordination of this work with MDT. A coordinated effort is intended to allow planning of work sequence options so both parties can be productive.
The length of guardrail section(s) allowed to be removed is dependent on the amount of sanding material in that section to be removed by maintenance forces. Coordinate with maintenance to remove enough rail in a stretch so maintenance can keep ahead of the installation operation. Lane closures will be allowed to remain in place for the length required and time needed to keep the operations productive.

CURRENT QUESTIONS & ANSWERS

-12-
Submitted: Thursday 10-DEC-2020 04:51 PM
Company: Jim Gilman Excavating, Inc.
Contact: George Friez
It appears that the 90 days of contract time for this project is not sufficient for completing all permitting and phases of work. We would anticipate 3 - 4 months for permitting a gravel pit, 2.5 months for crushing, 3 weeks for a contractor mix design, 1 month for MDT mix design approval, 6 weeks for asphalt paving, 1.5 weeks for chip sealing and in excess of 100 days of guardrail work. Although some of these items can happen concurrently and prior to contract time be charged we feel that the 90 days is well short of the contract time needed to complete this project. We ask that MDT consider increasing the contract time to 130 days with a Flex Time Notice to Proceed date.
Answer
Submitted: Friday 11-DEC-2020 12:54PM
Special Provision #2 Contract Time is hereby replaced by the following Special Provision Contract Time-Flex Time Proceed Date:
2. CONTRACT TIME - FLEX TIME PROCEED DATE
A. General. This Provision modifies Subsection 108.02 of the Specifications.
B. Notice to Proceed. The notice to proceed will be issued with an effective date of May 17, 2021. The contractor may change the notice to proceed date to an earlier date if written notification is received at least ten calendar days in advance of the date selected and the selected date is approved by the Project Manager. Include an updated schedule with the notification.
C. Contract time. Contract time assessment will begin on the notice to proceed date issued by the department or as changed by the contractor, whichever is earlier. Work is to be completed in 115 working days.

An Addendum will be issued to add 350,000 units to bid Item 618 030 005 Traffic Control Devices. This addendum will address traffic control for truck turnarounds, impact attenuators, and the additional contact time.

-13-
Submitted: Friday 11-DEC-2020 03:03 PM
Company: Jim Gilman Excavating, Inc.
Contact: George Friez
Clarification #2 involves various items of work where the two new permanent impact attenuators will be installed. Included is a three foot wide asphalt patch in the areas the new concrete barrier will be placed. Will MDT accept a mix with 58-28 oil for this patch work?
Answer
Submitted: Monday 14-DEC-2020 10:42AM
70-28 oil will be required to complete the asphalt patch for the installation of the new impact attenuators.

CONTRACT NO. 07C20

Montana Department of Transportation
Construction Contracting Bureau

Date(s) Issued:
December 14, 2020

A D D E N D U M

For The Following Project(s)
To Be Let On:
December 17, 2020

201 – Manhattan-Belgrade / Bozeman Hill-Guardrail
IM 90-6(145)289 / IM 90-6(149)313

ADDENDUM NO. 1
ATTACHMENT NO. 1

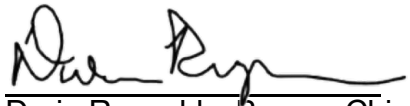
REVISED SCHEDULE OF ITEMS
Adding Bid Item #:
104 030 011 Miscellaneous Work-LS – 1.0
Changing quantity for Item #:
411 011 135 Rumble Strips – 43.7 miles
618 030 005 Traffic Control Devices CB – 850,000 units
Delete Bid Item #:
610 100 559 Revegetation

REVISED SPECIAL PROVISION NO. 2
Changing Special Provision #2 Contract Time to Contract Time – Flex Time Proceed Date
Working Days Changed to 115 Days
NTP Changed to May 17, 2021
New Special provision is linked to the Q & A and will be found in the awarded Proposal.

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: 07C20

PROJECT: IM 90-6(145)289 (8756145000)
MANHATTAN - BELGRADE
PROJECT: IM 90-6(149)313 (9247149000)
BOZEMAN HILL - GUARDRAIL

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
	SECTION 0001 - 2 TIED BOZEMAN AREA PROJECTS			
0010	104 030 010	MISCELLANEOUS WORK	UNIT	25,000.00
0015	**104 030 011**	**MISCELLANEOUS ITEMS-LS**	**LS**	**1.00**
0020	109 200 005	MOBILIZATION	LS	1.00
0030	208 010 000	BMP ADMINISTRATION-LS	LS	1.00
0040	208 010 200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0050	210 020 170	TEST TRAILER-TRANSPORT,SETUP	MILE	50.00
0060	401 020 045	PLANT MIX SURF GR S-3/4 IN	TON	67,322.00
0070	401 020 300	HYDRATED LIME	TON	943.00
0080	402 020 095	ASPHALT CEMENT PG 70-28	TON	3,631.40
0090	402 020 315	EMULSIFIED ASPHALT-TACK COAT	GAL	26,990.00
0100	402 020 375	EMULSIFIED ASPHALT CHFRS-2P	TON	1,012.70
0110	409 000 000	FINAL SWEEP AND BROOM	CRMI	25.90
0120	409 000 020	COVER-TYPE 2	SQYD	569,598.00
0130	411 010 000	COLD MILLING	SQYD	542,893.00
0140	411 011 135	RUMBLE STRIPS	MILE	**43.70**
0150	605 000 045	REVISE CONC BARRIER RAIL END-BR	EACH	40.00
0160	606 010 230	GUARDRAIL-STL/BR APPR-TY 3	EACH	22.00
0170	606 010 330	MGS GUARDRAIL	LNFT	66,186.40
0180	606 010 335	MASH W-BEAM TERMINAL SECTION	EACH	60.00
0190	606 010 342	MASH THRIE BEAM BR APPRCH SECTION	EACH	20.00
0200	606 010 345	MGS ONE-WAY DEPARTURE TERMINAL SECTION	EACH	40.00
0210	606 010 385	REMOVE GUARDRAIL	LNFT	70,912.50
0220	606 011 503	RESET TEMP IMPACT ATTENUATOR	EACH	10.00
0230	606 011 510	REMOVE IMPACT ATTENUATOR	EACH	1.00
0240	606 011 518	TEMPORARY IMPACT ATTENUATOR	EACH	10.00
0250	606 011 520	IMPACT ATTENUATOR	EACH	2.00
0260	609 010 112	CURB 4 IN-CONCRETE	LNFT	1,250.00
0270	609 010 203	REMOVE CURB	LNFT	1,250.00
0280	610 100 559	**DELETED**		
0290	617 303 300	HIGH EFFICACY LUMINAIRE LED	EACH	108.00
0300	618 030 005	TRAFFIC CONTROL DEVICES CB	UNIT	**850,000.00**
0310	618 190 100	TEMPORARY BARRIER RAIL	LNFT	3,520.00
0320	618 190 110	RESET TEMP BARRIER RAIL	LNFT	3,520.00
0330	619 010 058	SIGNS-ALUM SHEET INCR IV	SQFT	1,888.10
0340	619 010 062	SIGNS-ALUM SHEET INCR XI	SQFT	24.00
0350	619 010 086	SIGNS-ALUM REFL SHEET IV	SQFT	178.10
0360	619 010 090	SIGNS-ALUM REFL SHEET XI	SQFT	220.30
0370	619 010 230	REMOVE SIGN	EACH	54.00
0380	619 010 240	REMOVE SIGN-GUIDE	EACH	12.00
0390	619 010 300	POSTS-TUBULAR STEEL	LB	482.00
0400	619 010 310	POSTS-STEEL U SIGN	LB	297.00
0410	619 010 320	POSTS-STEEL STRUCTURAL SIGN	LB	296.00
0420	619 010 490	POLES-TREATED WOOD 5 IN	LNFT	152.00
0430	619 010 742	FRANG SIGN POST BKWY-3.5 IN RD	EACH	2.00
0440	619 010 744	FRANG SIGN POST BKWY-4 IN RD	EACH	1.00

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0450	619 011 001	DELINEATOR SNOWPOLE-DES A	EACH	428.00
0460	619 011 003	DELINEATOR SNOWPOLE-DES B	EACH	12.00
0470	619 011 007	DELINEATOR SNOWPOLE-DES H	EACH	185.00
0480	619 011 010	DELINEATOR DES A	EACH	553.00
0490	619 011 020	DELINEATOR DES B	EACH	8.00
0500	619 011 080	DELINEATOR DES H	EACH	289.00
0510	619 011 085	DELINEATOR DES BJ	EACH	12.00
0520	619 011 138	DELINEATION-LINEAR-WHITE-W-BEAM	EACH	1,282.00
0530	619 011 139	DELINEATION-LINEAR-YELLOW-W-BEAM	EACH	232.00
0540	620 011 105	WORDS AND SYMBOLS-WHITE PAINT	GAL	66.00
0550	620 011 260	WORDS AND SYMBOLS-WHITE EPOXY	GAL	44.00
0560	620 012 955	TEMPORARY STRIPING	LNFT	126,000.00
0570	620 013 000	STRIPING-WHITE PAINT	GAL	758.00
0580	620 013 960	STRIPING-WHITE EPOXY	GAL	505.00
0590	620 014 000	STRIPING-YELLOW PAINT	GAL	492.00
0600	620 014 960	STRIPING-YELLOW EPOXY	GAL	328.00

TABLE OF CONTENTS
FEDERAL AID PROJECT(S) IM 90-6(145)289, IM 90-6(149)313

1. PROJECT DESCRIPTION [102] 7
2. CONTRACT TIME [108] (REVISED 1-21-16) 8
3. CONTRACT DOCUMENTS [102] (ADDED 9-17-20) 8
4. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 1-18-18) 8
5. DBE QUOTES [102] (REVISED 3-10-16) 8
6. DBE USAGE [102] (REVISED 2-13-20 M) 8
7. LABOR REQUIREMENTS [102] (REVISED 9-5-19) 9
8. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 3-12-20) 9
9. ZONE PAY [102] (REVISED 5-10-18) 9
10. BIDDING REQUIREMENTS – PROPOSAL GUARANTEE [102] (REVISED 12-17-20) 9
11. DELIVERY AND PUBLIC OPENING OF PROPOSALS [102] (ADDED 9-17-20) 9
12. 103.07 EXECUTION AND APPROVAL OF CONTRACT [103] (ADDED 6-13-19) 10
13. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 1-24-19) [IM 90-6(145)289] 10
14. SUBMISSION OF CERTIFIED CLAIMS [105] (ADDED 4-23-20) 10
15. STEEL PRICE ADJUSTMENT [106] (REVISED 4-25-19) 11
16. TELECOMMUNICATION OR VIDEO SURVEILLANCE EQUIPMENT, SERVICES, OR SYSTEMS [107] (ADDED 10-08-20) 13
17. STORM WATER PERMITTING REQUIREMENTS UNDER THE MONTANA POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [107] (REV 3-16-17) 13
18. MIGRATORY BIRD TREATY ACT COMPLIANCE - STRUCTURES [107] (REVISED 12-8-16) 15
19. WORK IN BEAR HABITAT [107] (ADDED 11-14-13) 16
20. PROTECTION OF AQUATIC RESOURCES – MILLINGS AND CHIPS [IM 90-6(145)289] 16
21. AIS WATERCRAFT AND EQUIPMENT INSPECTION [107] (ADDED 4-25-19) 17
22. PUBLIC INVOLVEMENT [107] (REVISED 4-25-19) 17
23. NOTICE TO BIDDERS [108] (ADDED 11-21-08) 18
24. UTILITY NOTICES [IM 90-6(145)289] 18
25. LONGITUDINAL JOINT COMPACTION [401] (REVISED 10-10-19) [IM 90-6(145)289] 19
26. BINDER REPLACEMENT INCENTIVE [401] (REVISED 11-16-17) [IM 90-6(145)289] 20
27. EMULSIFIED ASPHALT CHFRS-2P [402] (ADDED 10-10-19) [IM 90-6(145)289] 21
28. RECYCLING AND DISPOSAL OF COLD MILLINGS [IM 90-6(145)289] 21
29. REVISE CONCRETE BRIDGE RAIL END [IM 90-6(145)289] 22

30. REMOVE AND DISPOSE OF SANDING MATERIAL [IM 90-6(145)289].....22
31. REMOVE OF ADDITIONAL SANDING MATERIAL BY MDT MAINTENANCE [IM 90-6(145)289].....23
32. MASH GUARDRAIL [606] (ADDED 1-18-18) 23
33. IMPACT ATTENUATOR [606] (REVISED 9-11-14) [IM 90-6(149)313].....23
34. SALVAGE GUARDRAIL [IM 90-6(145)289].....23
35. SALVAGE GUARDRAIL [IM 90-6(149)313].....23
36. TRAFFIC CONTROL & SEQUENCE OF OPERATIONS 24
37. HIGH EFFICACY LED LUMINAIRE [IM 90-6(145)289] 24
38. HINGES AND HASPKEEPERS [619] (INITIATED 1-1-03) [IM 90-6(145)289] 25
39. RESET SIGNS AND MILEPOSTS [IM 90-6(149)313] 25
40. DELINEATION [IM 90-6(149)313] 26
41. TEMPORARY BARRIER RAIL [618] (REVISED 12-7-17) [IM 90-6(145)289] 26
42. TRAFFIC CONTROL DEVICES – PLASTIC DRUMS [618] (REVISED 1-23-20).....27
43. REVEGETATION [IM 90-6(149)313] 27

SECTION II
Nondiscrimination Notice
Permit Maps
Railroad Specials & Exhibits

SECTION III
Standard Provisions & Requirements

SPECIAL PROVISIONS

FEDERAL AID PROJECT NO(S). IM 90-6(145)289, IM 90-6(149)313

(REVISED 12-17-20)

The following special provisions are hereby made part of the contract and supplement and/or supersede and sections of the Standard and Supplemental Specifications of 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:

- Standard and Supplemental Specifications for Road and Bridge construction 2020 V1.3 Edition" found at the following link: https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V1-3.pdf
- 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 most recent version of the Materials Manual can be found at the following link: https://www.mdt.mt.gov/other/webdata/external/materials/materials_manual/MDT_MATERIALS_MANUAL_121720_LETTING.pdf

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 Friday before the bid letting at 3:00 p.m. Questions raised by potential bidders on this project and 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]

IM 90-6(145)289 - Cold milling, PMS overlay, guardrail, rumble strips, seal & cover and pavement markings on the Manhattan-Belgrade project located in Gallatin County. The project begins at RP 289.3 and extends southeast approximately 11.9 miles along Interstate Route 90 to RP 301.3.

IM 90-6(149)313 - Guardrail and curb replacement on the Bozeman Hill-Guardrail project located in Gallatin and Park Counties. The project begins at RP 313.2 and extends east approximately 13.3 miles along Interstate Route 90 to RP 326.5. The Gallatin/Park County Line is at RP 321.719.

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 90 Working Days. The NTP will be issued with an effective date of February 15, 2021.

3. CONTRACT DOCUMENTS [102] (ADDED 9-17-20)

The following documents are now available within the Contractors Reference Material on the Department's Contracting and Bidding webpage https://www.mdt.mt.gov/business/contracting/ :

- Table of Contractor's Submittals
- Traffic Control Rate Schedule
- Erosion Control Rates

4. 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.

5. 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.

6. 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 7.7% DBE usage. Although not a contract requirement, the Department believes that the aspirational goal can realistically be achieved through race neutral measures based on current availability of DBEs and standard competitive procurement processes. While the utilization is not mandatory to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Montana's DBE Program.

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

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

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

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

7. 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 Bozeman.

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

8. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 3-12-20)

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.

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:

- IM 90-6(145)289 - 25 miles
- IM 90-6(149)313 - 15 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. BIDDING REQUIREMENTS – PROPOSAL GUARANTEE [102] (REVISED 12-17-20)

Subsection 102.07(C)(2), Proposal Guarantee, of the Standard Specifications is hereby rescinded and replaced with the following:

Proposal Guarantee. The bid bond is on the most current version of MDT-CTP-102-07-1; is signed and sealed in the proper places; a copy of the agent's Power of Attorney for the insurance company is attached; and contains the correct and complete project number; all signatures are original (stamped signatures are unacceptable). A qualified third-party surety agency must verify the proposal guarantee. Electronic bid bond verification must be submitted through AASHTOWare Project Bids and Bid ExpressTM . Contact Bid Express for more information on electronic bid bond verification.

If an error occurs with electronic bid bond verification through AASHTOWare Project Bids and Bid Express, submit the Electronic Bid Bond Form MDT-CTP-102-07-2 in Adobe PDF format via email to mdtcntplns@mt.gov prior to the bid opening. Hard copy or paper bid bonds submitted to the Department will not be accepted. Bids that include submission of a bid bond without electronic verification or Electronic Bid Bond Form CPB_102_07 will be deemed non-responsive.

11. DELIVERY AND PUBLIC OPENING OF PROPOSALS [102] (ADDED 9-17-20)

Subsection 102.10(A) Bid Submission by Sealed Envelope is hereby rescinded.

Submissions by sealed envelope will be deemed non-responsive.

12. 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.

13. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 1-24-19) [IM 90-6(145)289]

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.

14. 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.

15. STEEL PRICE ADJUSTMENT [106] (REVISED 4-25-19)

A. General. The Department may apply a Steel Price Adjustment to payments for the applicable steel items of work listed in the contract as payment to the contractor or a credit to the Department. Payments will only be made for fluctuations in the cost of the steel used in the items of work listed in the contract. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, or storage.

Payments may be positive, negative, or non-existent depending on the circumstances. Payments or deductions for the steel price adjustment will be calculated by the Project Manager. No steel price adjustments will be made for any products manufactured from steel purchased from the mill prior to the letting date.

Notify the Project Manager in writing by the Notice to Proceed date or at the pre-construction conference, whichever comes first, of intent to participate in steel price adjustment. The price adjustment will be based on a base price per pounds of steel. The base price is provided to the Department by the National Steel Bridge Alliance monthly and updated as necessary.

- The current base price per pound of steel is: $0.55.

The Department will use the Bureau of Labor and Statistics Producer Price Index (BLS PPI) “Steel Mill Products” Series ID WPU1017 not seasonally adjusted. The index used will be the final version of the index, revised 4 months after the original publication, including any corrections to the index or rebasing of the index.

B. Applicable Bid Items. The Department may apply a steel price adjustment to steel quantities in certain items. The cost of the steel within the item must be at least $5,000 to qualify for a steel price adjustment.

Nuts, bolts, rebar chairs, connecting bands, and other miscellaneous hardware items will not be included in the price adjustment. No other items will be considered for a price adjustment.

C. Steel Price Index. Furnish the following documentation for all steel bid items applicable to the steel price adjustment:

1) The weight of steel (pounds) to be incorporated into the various items of work covered by this special provision.

2) Steel Certification and Mill Test Reports.

3) The date that the steel item, subject to adjustment, was shipped from the producing mill.

Accompany the above documentation by an affidavit signed by the Contractor stating that the information provided is true and accurate. Submit all documentation, including the affidavit, to the Project Manager prior to incorporating the steel into the work. This provision in no way modifies or cancels the requirements of Subsection 106.09.

D. Steel Price Adjustment. Adjustments may be positive, negative, or non-existent depending on the difference between the Base Index (IB) and Current Index (IC). No price adjustment will be made unless the IC is 10% higher or lower than the IB.

For Increases:

Adjustment Factor (AF) = (IC/IB-1.1)
If AF is equal to or less than 0, no adjustment.
If AF is greater than 0.0, continue
Price Adjustment = AF x quantity x base price

For Decreases:

Adjustment Factor (AF) = (IC/IB-0.9)
If AF is equal to or greater than 0, no adjustment.
If AF is less than 0.0, continue
Price Adjustment = AF x quantity x base price

Where:
IB = BLS PPI for month contract was let
IC = BLS PPI for month material was purchased from the mill (invoice date)

16. TELECOMMUNICATION OR VIDEO SURVEILLANCE EQUIPMENT, SERVICES, OR SYSTEMS [107] (ADDED 10-08-20)

2 CFR 200.216 has been added to the Code of Federal Regulations and became effective August 13, 2020. Ensure any telecommunications or video surveillance equipment, services, or systems used or installed on Federal-Aid Projects comply with 2 CFR 200.216.

17. 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.

18. MIGRATORY BIRD TREATY ACT COMPLIANCE - STRUCTURES [107] (REVISED 12-8-16)

Description. Migratory birds may nest on the structures affected by this project.

Construction Requirements. Use one or a combination of the following measures for structure removal or work that may directly impact active nests:

1) It is permissible to remove non-active nests (without birds or eggs), partially completed nests or new nests as they are built (prior to occupation).

2) Conduct work that may impact active nests outside of the nesting season, typically between the dates of August 16 and April 15, or when no active nests are present, or;

3) Install nesting deterrents meeting the requirements below prior to the nesting season as follows:

a) Cover or enclose all potential nesting surfaces on the structure with mesh netting or other suitable material to prevent birds from establishing new nests. Use netting or other material with no opening or mesh size greater than ½-inch. Maintain the material/enclosure until the structure is removed or work is completed, or;

b) Apply a non-toxic, non-lethal, bird roosting or landing repellent gel or liquid (do not use smell or taste deterrents) on all potential nesting surfaces on the structure in accordance with the manufacturer’s instructions. Reapply the repellant as needed to maintain adequate coverage to prevent new nests from being established, or;

c) Prepare a description of alternate methods of effectively keeping birds from establishing nests during the nesting season, and submit them along with proposed installation dates and methods to the Project Manager for review.

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.

19. WORK IN BEAR HABITAT [107] (ADDED 11-14-13)

This project is located within bear habitat, adhere to the following requirements:

- Promptly clean up any project related spills or debris.
- Camping is allowed in designated camping areas only.
- Store all food, food related items, petroleum products, antifreeze, garbage, and personal hygiene items inside a closed, hard-sided vehicle or commercially manufactured bear resistant container.
- Remove garbage from the project site daily and dispose of it in accordance with all applicable regulations.
- Notify the Project Manager of any animal carcasses found in the area.
- Notify the Project Manager of any bears observed in the vicinity of the project.

Consider all costs associated with this provision incidental to performance of the work. Include the cost in the cost of other items.

20. PROTECTION OF AQUATIC RESOURCES – MILLINGS AND CHIPS [IM 90-6(145)289]

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

B. Requirements.

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

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

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

a) White Ditch crossing RP 289.88
b) Drainage/irrigation crossing RP 290.24
c) Camp Creek crossing and wetlands RP 290.74
d) Baker Creek crossing and wetlands RP 290.95
e) Wetland areas and irrigation ditch southwest side of highway between RP 290.53 and RP 292.42
f) Gallatin River crossing RP 292.42
g) Irrigation crossing RP 292.59
h) Gibson Creek crossing RP 296.87
i) Spain Ferris Ditch crossing RP 299.40
j) Dry Creek/irrigation crossing RP 300.50
k) Hyalite Creek crossing RP 301.05
l) McDonald Creek crossing RP 301.35

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

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

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

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/.

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.

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.

22. 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.

23. 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.

24. UTILITY NOTICES [IM 90-6(145)289]

A. NORTHWESTERN ENERGY REQUIREMENTS: Notify NorthWestern Energy at least 1 week prior to guardrail work near or under overhead power lines. If work requires equipment to be within 10' of any charged wire, obtain assistance from NorthWestern before attempting the work. Read and follow all safety procedures outlined in NorthWestern Energy's

booklet OVERHEAD POWER LINE SAFETY FOR CONTRACTORS. The booklet can be obtained at any NorthWestern Energy office.

B. CENTURYLINK REQUIREMENTS: Do not disturb existing buried telephone lines when replacing sections of guardrail. Confirm the location by hand digging if locate marks are within 2 feet of proposed post location. Contact Josh Homer of CenturyLink at 585-2344 for additional requirements for post installation near these facilities.

25. LONGITUDINAL JOINT COMPACTION [401] (REVISED 10-10-19) [IM 90-6(145)289]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. BINDER REPLACEMENT INCENTIVE [401] (REVISED 11-16-17) [IM 90-6(145)289]

A. General. This project is eligible for a binder replacement incentive. The incentive will be based on the asphalt binder savings realized by the incorporation of recycled materials into the plant mix. The cost of the total binder saved, based on total % binder in the mix and virgin binder used, will be calculated for incentive. Half of the total savings will be paid to the Contractor as incentive as described below.

1) Certify the cost of the specified asphalt binder (FOB at the refinery) by submitting form MDT-CON-401_1 and copies of the binder invoices. Submit this information to the Project Manager prior to the completion of the paving. If the certified price varies by more than 20% of the bid price or if this information is not submitted in the specified timeframe, no incentive will be paid.

2) Furnish a mix design meeting all the requirements of Section 401 with the inclusion of recycled materials. Include extracted gradations and percent binder of the RAP and/or RAS in the mix design. Base this information on samples taken of the materials to be used. The mix design must also include the percentage of binder, by total weight of mix, to be replaced with that obtained from the recycled materials.

B. Method of Measurement and Basis of Payment. Include the costs associated with all work to incorporate recycled materials into the plant mix in the plant mix surfacing bid item. The plant mix and asphalt binder will be measured and paid for in accordance with the contract. Separate incentives will be calculated for each type of plant mix that incorporates recycled materials.

At the completion of all plant mix work, the incentive paid to the contractor will be calculated per the following:

Incentive = $(0.5)(AC\%_{Total} - AC\%_{Virgin})(T_{Total})(CP_{AC})$

Where:

- $AC\%_{Total}$ is the average of all the after burn AC percentages calculated during production of the plant mix item (expressed as a decimal rounded to the nearest thousandth).
- $AC\%_{Virgin}$ is the total virgin AC used (tons) to produce the plant mix item divided by T_{Total} (expressed as a decimal rounded to the nearest thousandth).
- T_{Total} is total tons of plant mix placed and accepted by the Department.
- CP_{AC} is the certified invoice price for the asphalt binder as described in part A)1) above or the asphalt binder bid unit price, whichever is less.

27. EMULSIFIED ASPHALT CHFRS-2P [402] (ADDED 10-10-19) [IM 90-6(145)289]

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

POLYMER MODIFIED CHFRS-2P EMULSIFIED ASPHALT

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

28. RECYCLING AND DISPOSAL OF COLD MILLINGS [IM 90-6(145)289]

A. Description. This work consists of recycling or disposal of millings generated from cold milling operations.

B. Materials. Vacant.

C. Construction Requirements. It is anticipated that 36,193 cubic yards of millings will be produced on this project. The Contractor may incorporate the milled materials into Plant Mix Surfacing, Traffic Gravel, or Crushed Aggregate Course in accordance with the contract requirements for the applicable item. Transport and windrow any cold milled materials not incorporated into other items of work under this contract to the following prioritized locations(s).

Disposal Location	Begin Lat./Long.	End Lat./Long.	Estimated Cubic Yds.
Reese Creek Road	45.849701 -111.159676	45.867839 -111.082107	8,800
Wooden Shoe Road	45.853235 -111.346076	45.843430 -111.348243	1,600
Stockpile	45.781977 -111.239370		Remaining

1) At least 14 calendar days prior to performing milling operations that will not be incorporated into items of work on the project contact Bill Brownell, Gallatin County Road and Bridge Department, at 406-580-9801 to coordinate the work for all locations. Failure to provide the required 14-day notice to Gallatin County officials for coordination of millings disposal and placement results in the following options to the Contractor:

a) At no cost to the Department, including traffic control, the Contractor must suspend operations directly affected by the ability to not place millings and wait for Gallatin County to mobilize up to the 14 calendar days.

b) Provide written documentation from Gallatin County Road and Bridge agreeing with the time and place of proposed work.

2) At the Stockpile Location provide a Loader and operator or equivalent means and methods for stockpiling the millings as directed by Bill Brownell.

D. Measurement and Basis of Payment. This work is not measured separately. Include the cost of transporting, windrowing, and stockpiling the material described in this provision in the unit price bid per square yard for Cold Milling.

29. REVISE CONCRETE BRIDGE RAIL END [IM 90-6(145)289]

A. Description. Revise the existing concrete bridge rail end to provide attachment points for new MGS Thrie Beam Bridge Approach Rail. Work includes removal of the existing concrete bridge rail ends, cleaning and bending existing reinforcing steel, surface preparation, placing new reinforcing steel and concrete, and replacement of reflectors.

B. Materials.

1) Use reinforcing steel that meets the requirements of AASHTO M 31, Grade 60.

2) Use Concrete - Class Structure.

C. Construction Requirements.

1) Remove existing barrier concrete to the dimensions shown on the plans. Ensure that the concrete construction joints are roughened to provide a minimum 0.25-inch amplitude.

2) Install the reinforcing steel as shown on the plans.

3) Remove all deleterious materials from the top of the existing curb before placing fresh concrete. Remove this material by sandblasting, high pressure water cutting, or light bush-hammering.

4) Maintain the concrete construction joint surfaces in a saturated surface dry condition for a minimum of 2 hours prior to placing the new barrier concrete.

5) Replace all reflectors that are removed in order to complete this work. See Detailed Dwg. No. 605-00 for reflector details.

D. Method of Measurement. Revised barrier ends will be measured at each bridge corner that work is being performed. Include the cost of reinforcing steel, concrete, galvanized pipe sleeves, 0.75-inch loops, reflectors, labor, and all materials necessary to complete the work specified.

E. Basis of Payment. Payment at the contract unit price for each location of REVISE CONCRETE BARRIER RAIL END-BR is full compensation for all resources necessary to complete the item of work under the contract.

30. REMOVE AND DISPOSE OF SANDING MATERIAL [IM 90-6(145)289]

A. Requirements

1) In areas of remove and new guardrail, remove and salvage accumulated sanding material from under the guardrail run. An estimated quantity of 2126 cu. yds of material will be removed and salvage to an MDT site located within the project limits. Contact Kyle Demars at MDT Maintenance, phone (406) 556-4704 (office), at least two weeks before removing sanding material.

2) Reshape the area under the guardrail run to match existing road slope to the satisfaction of the Project Manager.

3) Do not allow sanding material, or other construction related materials, to enter aquatic resources.

B. Measurement and Basis of Payment. The work covered in this special provision is not measured separately for payment. Include the cost of sanding material removal and disposal in the cost per linear foot of guardrail.

31. REMOVE OF ADDITIONAL SANDING MATERIAL BY MDT MAINTENANCE [IM 90-6(145)289]

A. Requirements:

Contact Kyle Demars at MDT Maintenance, phone (406) 556-4704 (office), at least two weeks before removing guardrail, to coordinate the removal of additional sanding material by MDT forces prior to installing new guardrail.

32. MASH GUARDRAIL [606] (ADDED 1-18-18)

Use one of the MASH tested W-Beam terminal sections listed on the Department's QPL.

33. IMPACT ATTENUATOR [606] (REVISED 9-11-14) [IM 90-6(149)313]

Install a Test Level 3, 24-inch (610 mm) wide impact attenuator at the location shown in the plans. The device must be rated for 60 mph (100 kph) and conform to the detail drawings.

Obtain complete detailed drawings and material costs for construction and bidding purposes from the manufacturer. Install the impact attenuator in accordance with manufacturer's specifications. Use Class General concrete, following the requirements of Subsection 551.03.2, for the required concrete pad.

Ensure existing concrete pad meets manufacturer's specifications if replacing existing impact attenuator.

Do not remove the existing guardrail until the impact attenuator is at the project site, and has been inspected and approved for use by the Project Manager.

Measurement and payment will be at the contract unit price per each, which includes all materials, labor and equipment to install complete in place.

34. SALVAGE GUARDRAIL [IM 90-6(145)289]

A. This project will produce approximately 13,425.0 feet of guardrail. Salvage the guardrail in the following manner.

B. Description. Salvage all optional terminal sections and all good, reusable guard rail for MDT Maintenance. Any guardrail that is not reusable will be the contractor's responsibility for disposal.

C. Construction Requirements. Remove guardrail and optional terminal sections and neatly stockpile the salvaged material as directed by Kyle DeMars. Stockpile the reusable material in the MDT Manhattan Maintenance Yard Stockpile Site; this site is located adjacent to I-90 West Bound at RP 288.7. Delivery of all salvaged materials to the Stockpile Site will occur Monday through Friday between the hours of 8:00am and 3:00pm.

Contact Kyle DeMars at MDT Maintenance, phone (406) 556-4704, at least two weeks before salvaged materials are ready for delivery.

Dispose of all non-salvageable and any left-over salvageable material in accordance with all applicable laws, rules, and regulations.

D. Basis of Payment. Payment for all costs associated with the disposal or salvage of all material and all costs of furnishing all materials, equipment, tools, and labor necessary and incidental to completing the work described under this item, is included in the bid item Remove Guardrail.

35. SALVAGE GUARDRAIL [IM 90-6(149)313]

A. This project will produce approximately 54,187.5 feet of guardrail 39 optional terminal sections and 36 one-way departure terminal sections and 36 bridge approach sections. Salvage the guardrail in the following manner.

B. Description. Salvage 15 optional terminal sections and all like new condition guardrail for MDT Maintenance. Dispose of material that is obviously not reusable. The remainder of the guardrail is contractor disposal.

C. Construction Requirements. Remove guardrail and neatly stockpile the salvaged material as directed by Kyle DeMars in the MDT Belgrade Maintenance Yard. From the beginning of the project (RP. 313.200) proceed northwest approximately 13.2 miles on Interstate 90 to the Airway Blvd Interchange. Take the off ramp and turn right on Airway Blvd to the jct. with the frontage road (S-205) approximately 0.5 mile. Turn right onto the frontage road (S-205) heading southeast into the Belgrade Maintenance Yard approximately 0.92 miles. Turn left into the Maintenance yard and stockpile material.

Contact Kyle DeMars at MDT Maintenance, phone (406) 556-4704 (office), at least two weeks before salvaged materials are ready for delivery.

Dispose of all non-salvageable and any left-over salvageable material in accordance with all applicable laws, rules, and regulations.

D. Basis of Payment. Payment for all costs associated with the disposal or salvage of all material and all costs of furnishing all materials, equipment, tools, and labor necessary and incidental to completing the work described under this item, is included in the bid item Remove Guardrail.

36. TRAFFIC CONTROL & SEQUENCE OF OPERATIONS

A. Sequence of Operations. In addition to the requirements of Subsection 104.05, Maintenance of Work, and Subsection 108.04, Limitation of Operations, schedule operations as outlined below to provide the least amount of inconvenience possible to the traveling public.

B. Guardrail Installations: Connect new guardrail segments to existing guardrail when conditions prevent the completion of an entire run in one working day. Do not remove more guardrail than what can be replaced in one working day.

C. There will be no wide load staging areas for this project. 32-J loads (those greater than 18’0” wide, 150’0” long, or 17’0” high) must contact the Prime Contractor before travelling through the project and are required to enter into a written agreement with the Prime Contractor to receive trip permits. Maintain a minimum width of 25’ 0” travel lane through all bridges.

37. HIGH EFFICACY LED LUMINAIRE [IM 90-6(145)289]

A. Description. Install luminaires that use light-emitting diodes (LED) as a light source. Replace existing HPS Luminaires with the following:

- 150 W HPS – 17,600 lumens
- 250 W HPS – 17,600 Lumens
- 400 W HPS – 26,700 Lumens

B. Material. Provide luminaires with a die cast aluminum housing, a powder coated gray finish, and a universal four-bolt slip-fitter mount.

Provide luminaires with a light distribution of Type 2. Provide luminaires rated at least 17,600 / 26,700 delivered lumens with 700 mA max drive current. Submit Backlight, Uplight, and Glare (BUG) ratings. Provide luminaires that have an uplight rating of U1 or less. Provide luminaires that meet ANSI C136.37 standards for solid state light sources. Provide luminaires with an LED optical assembly that has an ingress protection rating of IP66. Provide luminaires that meet ANSI C136.31 luminaire vibration standards for bridge/overpass applications. Provide luminaires that are photometrically tested by certified independent testing laboratories in accordance with IES LM−80 testing procedures. Provide luminaires with a correlated color temperature (CCT) of 4000 K to 4500 K and a minimum color rendering index (CRI) of 70. Use LED light sources and drivers that are RoHS compliant. Use LEDs that are tested in accordance with IES LM−80 testing procedures. Use LEDs rated at a minimum of 100,000 hours of life at 25 °C, L90. Submit a TM−21 report for the LEDs.

Use a power supply with a minimum power factor of 0.90 and a maximum total harmonic distortion (THD) of 20%. Provide surge protection with a minimum of ANSI/IEEE C62.41 category C protection. Wire luminaires for 240-volt operation. Provide access to electrical

components without the use of tools. Provide luminaires that are UL listed for use in wet locations.

Provide a minimum 10 year warranty for the entire luminaire assembly including material, workmanship, photometrics, power supply, LED drivers, and LED modules. If more than 10% of the individual LED's fail within the warranty period, the luminaire must be repaired and replaced.

C. Construction Requirements.

1) Adjust luminaires at night to provide the best roadway lighting distribution. Adjust luminaires so they are level from side to side to limit glare. Affix a permanent label to the bottom of each LED luminaire indicating the date of installation.

2) Salvage the removed luminaire heads and transport them to MDT Maintenance.

3) Contact Kyle DeMars, MDT Bozeman Division Maintenance Chief via phone at (406) 556-4704, at least three weeks before salvaged materials are ready for delivery.

4) Inventory and Package the removed luminaire heads neatly stockpile the salvaged materials as directed by Kyle DeMars or his designated representative. Stockpile the reusable material to the Belgrade Section Maintenance Yard, this site is located at 22129 Frontage Road, Belgrade MT. Delivery of all salvaged materials to the Stockpile Site must occur, from Monday through Friday and between the hours of 8:00 a.m. and 3:00 p.m.

D. Basis of Payment. Payment will be per each LED Luminaire in place and operational, which includes furnishing and installing the LED Luminaire, mounting hardware, and making all necessary electrical connections. As well as salvaging packaging and transporting the existing luminaire heads. Provide any additional equipment required as part of this bid item.

38. HINGES AND HASPKEEPERS [619] (INITIATED 1-1-03) [IM 90-6(145)289]

A. Description. Signing is specified within this contract, which requires the use of hinges and haspkeepers.

B. Materials. Full width piano hinges are the primary type hinges preferred for use. Use a minimum of two strap or door hinges as an alternate method, provided other requirements can be met and no excessive gap occurs between sections of the sign face when fully opened. Use non-rusting, galvanized or cadmium–plated steel materials for hinges and haspkeepers. In instances where these appurtenances cannot be placed on the back of signs, apply matching reflective background sheeting, legend or border material to exposed surfaces as appropriate to maintain sign reflectivity, legibility and integrity. Paint fasteners and appurtenance surfaces unable to be covered with sheeting to match adjacent color of sign, legend or border.

C. Construction Requirements. Assure that hinges and haspkeepers (with corresponding slot in sign face used to hold sign open or closed) for folding signs are of a strength capable of withstanding normal dead and live loads applied and be securely fastened by bolting or riveting to sign.

D. Basis of Payment. Costs of these signing components are to be absorbed in the cost of signs as addressed by Section 619.05 "Basis of Payment" page 363 of the Standard Specifications.

39. RESET SIGNS AND MILEPOSTS [IM 90-6(149)313]

A. Description. Reset signs and mileposts within the project limits as required to accommodate the work.

B. Materials. Vacant.

C. Construction Requirements. Reset signs and mileposts that conflict with new guardrail and/or slope repair. Repair any damage to these items resulting from construction operations to the satisfaction of the Project Manager.

D. Basis of Payment. Resetting signs and mileposts, and the repair of construction related damage to these items, is not paid for separately, but is included in the unit price bid for other items of the contract.

40. DELINEATION [IM 90-6(149)313]

A. Description. Install new Standard Delineation from Reference Post (R.P.) 313.20 to Reference Post (R.P.) 314.30 and from Reference Post (R.P.) 323.25 to 326.50. Install new Snow Pole Delineation from Reference Post (R.P.) 314.30 to Reference Post (R.P.) 323.25. Install new Linear Delineation on W-Beam from Reference Post (R.P.) 313.20 to 326.50 on Mainline. Existing Ramp Delineation to remain use as is. New Linear Delineation will be installed on W-Beam on all Ramps within the Project.

B. Materials. Use materials in accordance with Detailed Drawing No. 619-34. Linear Delineation must be a product that is White/Yellow in color and produces retro-reflection and high visibility across a very wide range of entrance and observation angles. Provide panels that are 31 inches long by 1.5 inches high. Provide a product that meets one of the following:

- Fabricate the panels from Diamond Grade Reflective Sheeting, laminated onto a thin gauge aluminum and formed to a unique shape, or;
- Bond an angular retro-reflective coating onto the structural substrate.

C. Construction Requirements. Standard Delineation will be installed in accordance to Detailed Drawing No. 619-36. Linear Delineation: Install 4 panels per 25' section of metal guardrail with 44" spacing between panels. Prepare the metal guardrail to ensure proper fastening prior to installation per manufacturer recommendations. Install linear delineation as per manufacturer installation procedures and requirements. Mount the panels in the inside middle groove on the W-Beam metal guardrail.

D. Basis of Payment. Standard Delineation will be paid per each as noted in the Standard Specifications. Linear delineation is measured per each panel installed and accepted.

E. Quantities.

Delineator Type "A"	228 Each
Delineator Type "H"	180 Each
Delineator Type "B"	8 Each
Snow Pole Type "A"	428 Each
Snow Pole Type "H"	185 Each
Snow Pole Type "B"	12 Each
Linear W-Beam White	1282 Each
Linear W-Beam Yellow	232 Each

41. TEMPORARY BARRIER RAIL [618] (REVISED 12-7-17) [IM 90-6(145)289]

A. Description. This work includes furnishing, installing, maintaining, and removing temporary barrier rail used for lane separation or protection of construction work zones from traffic.

B. Materials. Furnish concrete barrier rail in accordance with Section 605 and the Detailed Drawings. Alternative barrier design meeting NCHRP 350 TL-3 or MASH TL-3 crash testing may be used. Submit proof of crash testing compliance 14 calendar days prior to installation.

C. Construction Requirements. Furnish, install, maintain, and remove temporary barrier as required by the contract or manufacturer's instructions. Terminate the ends of temporary concrete barrier with a temporary impact attenuator or with approved blunt end protection as stated in the contract. Blunt end protection not shown on the plans is at Contractor expense.

D. Method of Measurement. Temporary barrier rail will be measured by the foot (m) of barrier placed to protect or channelize traffic as specified in the plans. Transition pieces and

terminal ends will be measured for payment. Installation or resetting of barrier rail; required by the Contractor's operations and not shown on plans or the repair or replacement of temporary barrier rail damaged by the Contractor will not be measured for payment. Removal and replacement of installations damaged by traffic will be measured for payment.

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

PAY ITEM	PAY UNIT
Temp Barrier Rail	Foot (m)
Reset Temp Barrier Rail	Foot (m)

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

42. 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.

43. REVEGETATION [IM 90-6(149)313]

A. Description. This work consists of providing the necessary equipment and materials to accomplish revegetation of all ground disturbed by construction activities, and/or as directed by the Project Manager.

B. Construction Requirements. Remove excess sanding material, and salvage topsoil prior to all ground disturbing activities. Immediately following topsoil replacement, condition and drill seed with the following seed mix and equivalent rates.

Areas too steep, narrow, or inaccessible with drill equipment can be broadcast seeded, at double the seeding rates. Following broadcast seeding, scarify the soil to incorporate the seed into the upper ¼ to ½ inch of soil.

RECLAMATION SEED MIXTURE			DRILL SEEDING RATE		
SCIENTIFIC NAME	COMMON NAME	VARIETY	PLS / sq. ft.	% of Mix	Pounds PLS/ acre
Elymus trachycaulus	Slender wheatgrass	Pryor, First Strike or Revenue	6	8	2.0
Elymus lanceolatus	Thickspike wheatgrass	Critana	35	40	10.0
Achnatherum hymenoides	Indian ricegrass	Rimrock	11	13	2.0
Sporobolous cryptandrus	Sand dropseed	VSN	13	15	0.1
Poa secunda (P. ampla)	Big bluegrass	Sherman	20	24	1.0
		GRAND TOTAL	85	100	15.10

C. Basis of Payment. Topsoil salvage, replacement, soil conditioning and reseeding are paid for as REVEGATION at the Contract unit price per lump sum.

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.

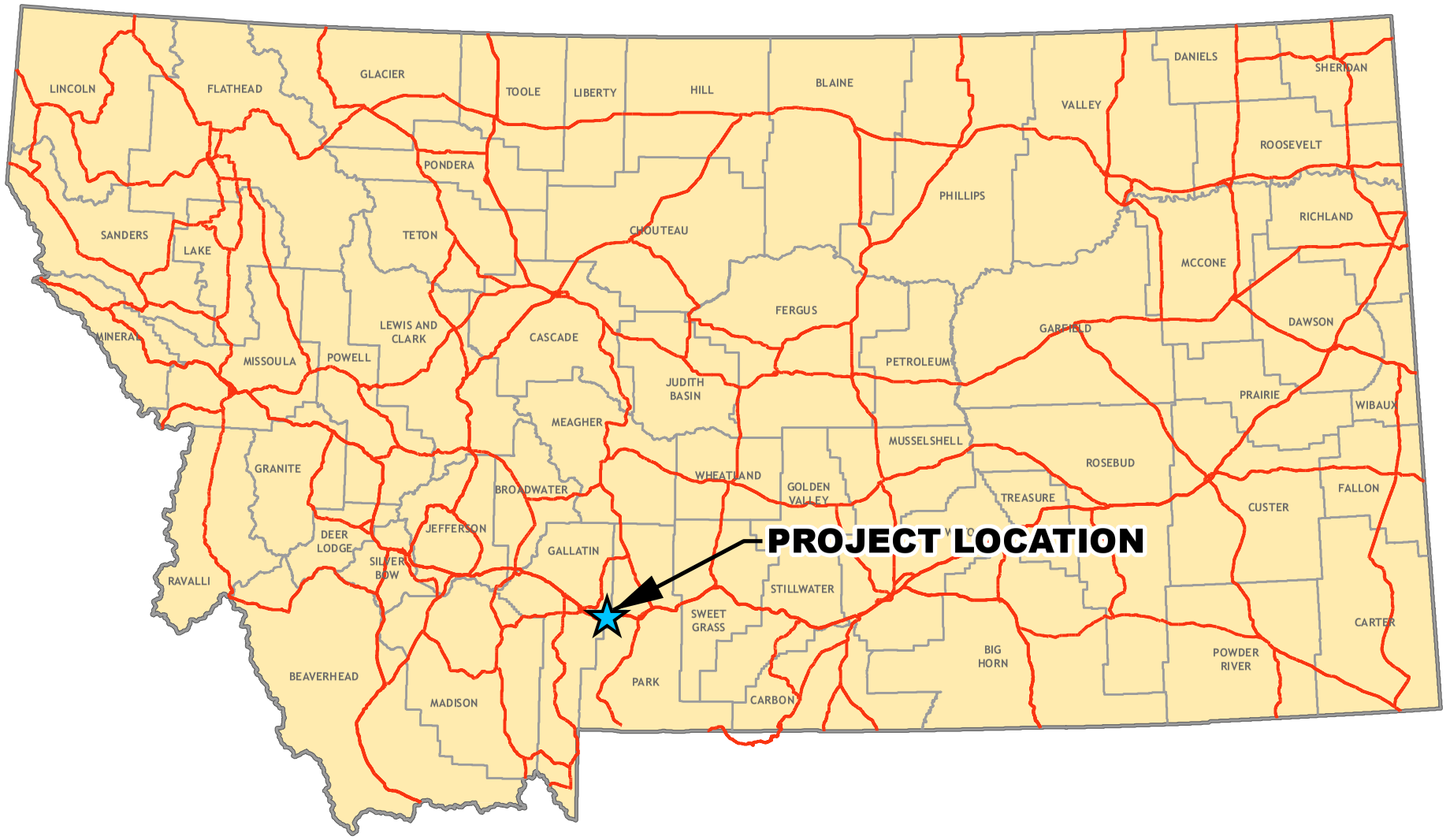
BOZEMAN HILL - GUARDRAIL
IM 90-6(149)313
GUARDRAIL
CONTROL NUMBER 9247000
PROJECT LOCATION STATE MAP- MONTANA

MONTANA DEPARTMENT OF TRANSPORTATION

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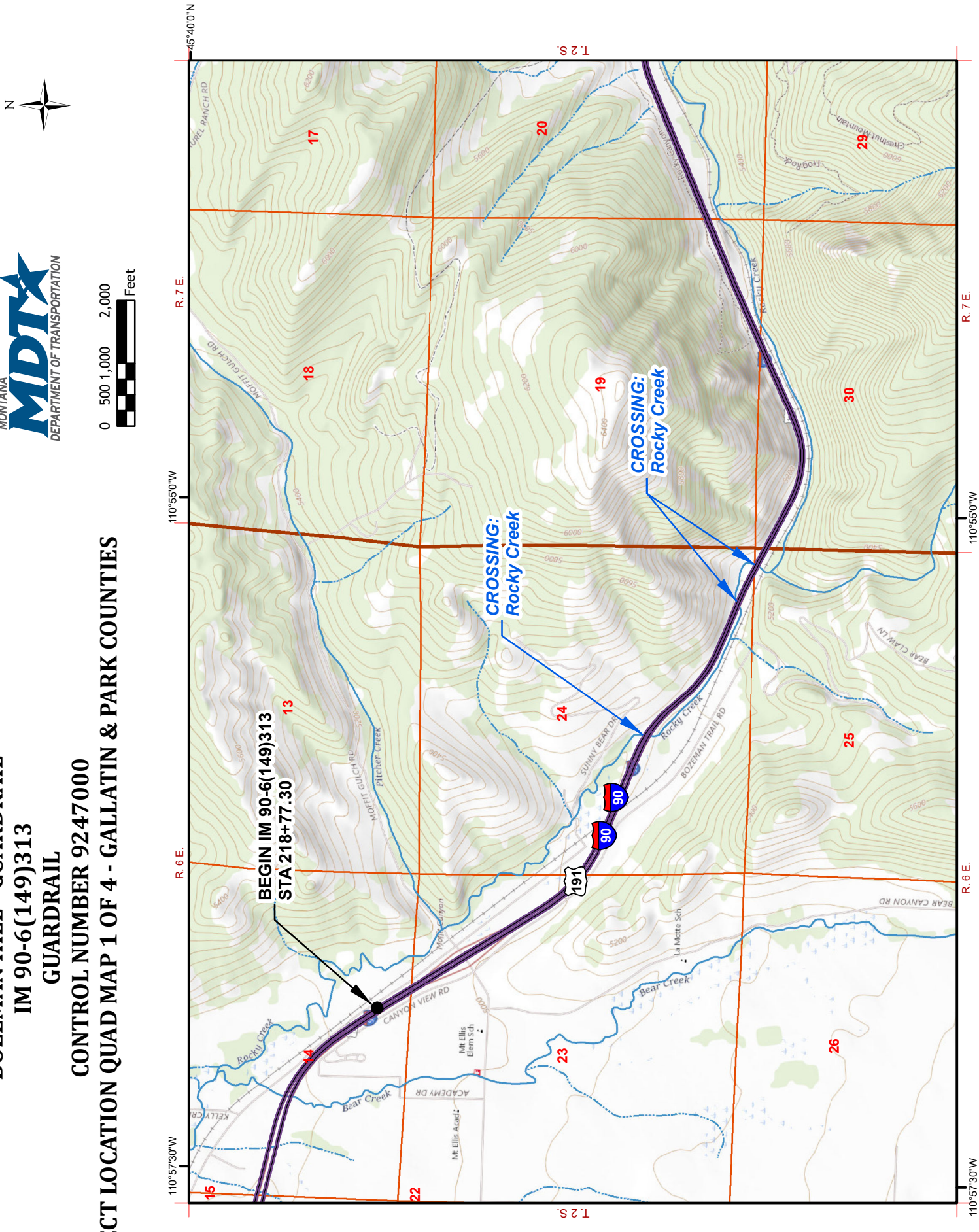
SECTION II



AWARD COPY

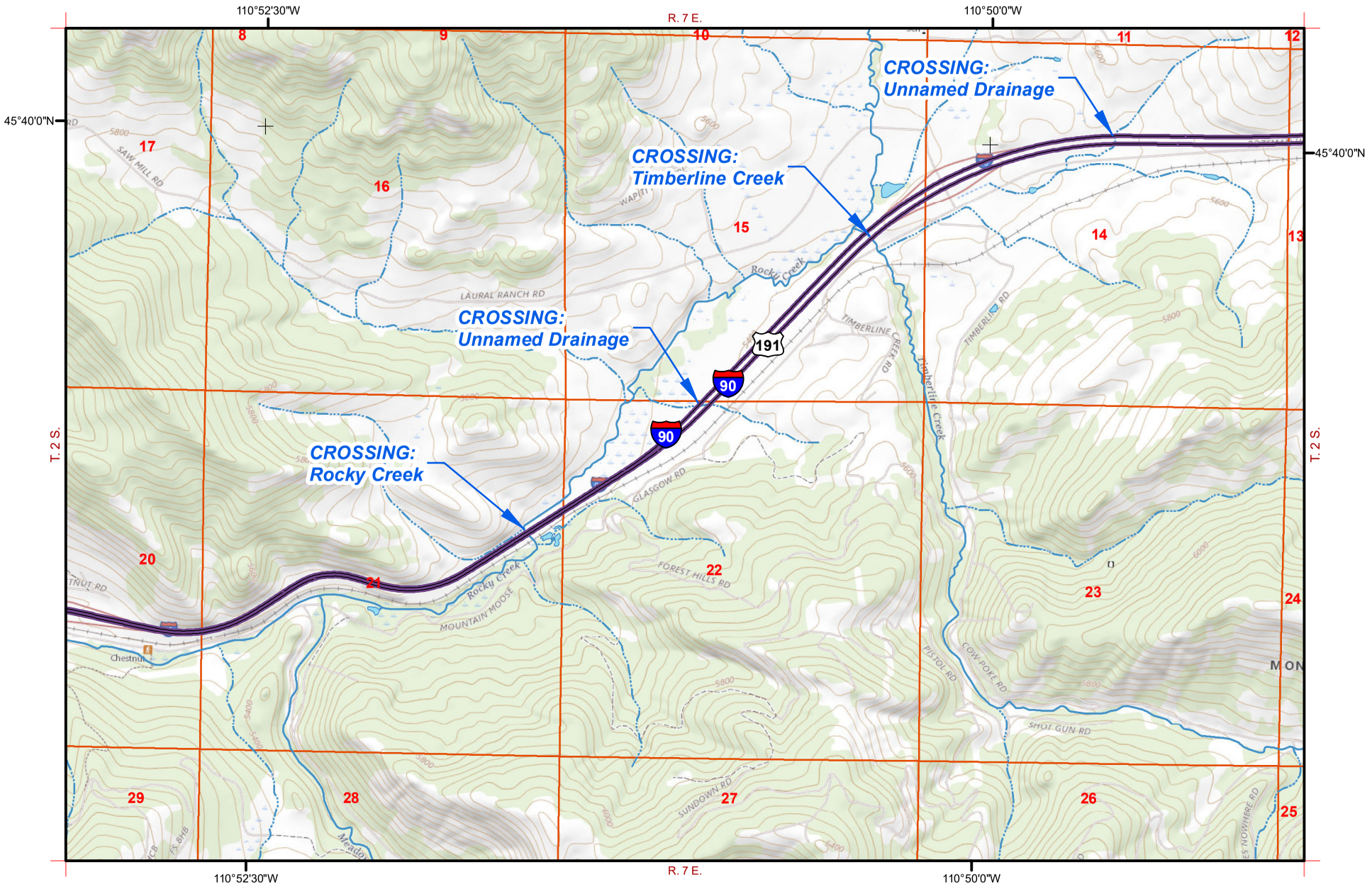
PROJECT LOCATION QUAD MAP 1 OF 4 - GALLATIN & PARK COUNTIES

BOZEMAN HILL - GUARDRAIL
IM 90-6(149)313
GUARDRAIL
CONTROL NUMBER 9247000



BOZEMAN HILL - GUARDRAIL
IM 90-6(149)313
GUARDRAIL
CONTROL NUMBER 9247000
PROJECT LOCATION QUAD MAP 2 OF 4 - GALLATIN & PARK COUNTIES

SECTION II



MONTANA MDT DEPARTMENT OF TRANSPORTATION

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Page 7 of 14

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BOZEMAN HILL - GUARDRAIL
IM 90-6(149)313
GUARDRAIL
CONTROL NUMBER 9247000
PROJECT LOCATION QUAD MAP 3 OF 4 - GALLATIN & PARK COUNTIES

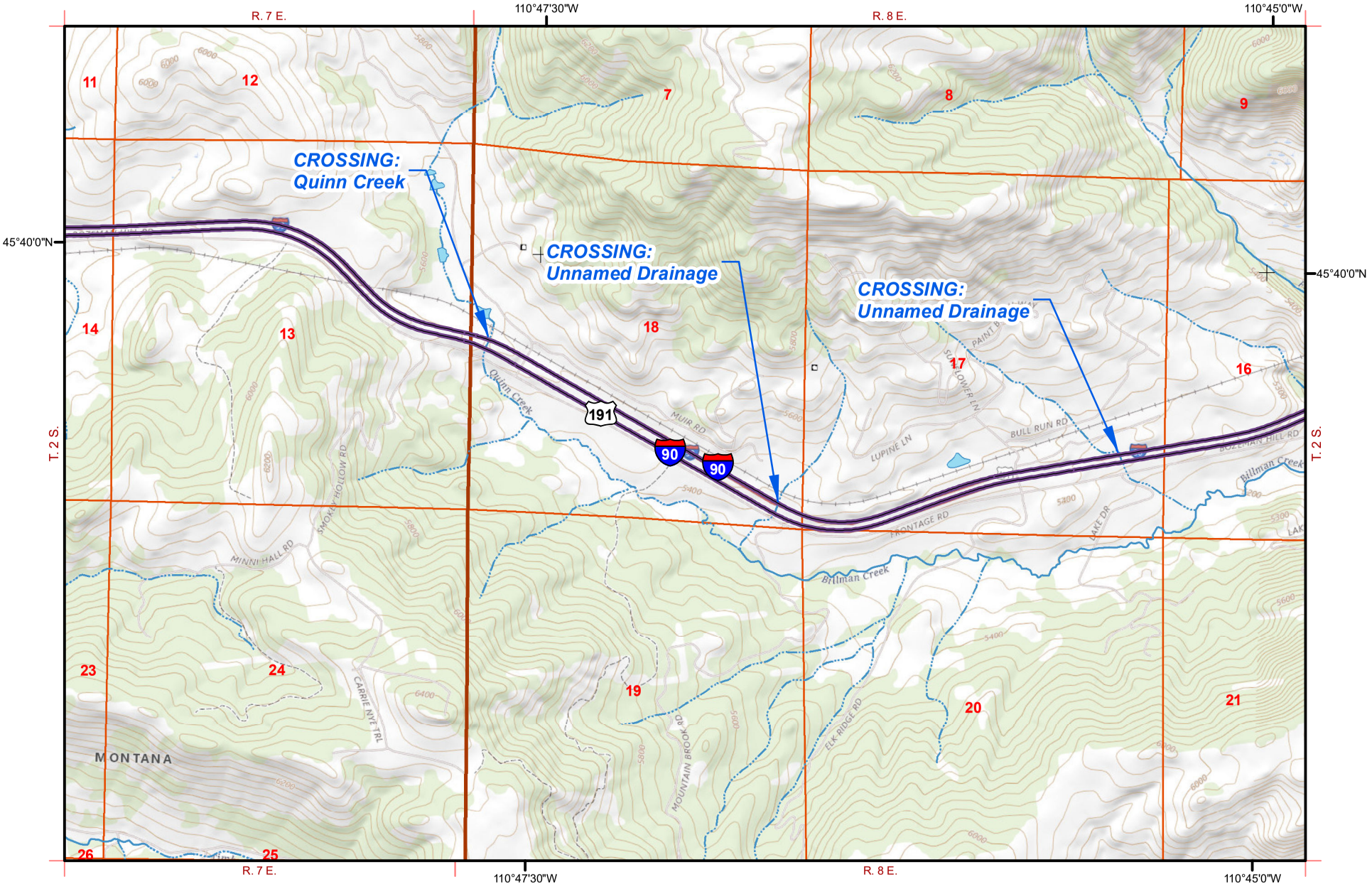
SECTION II

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MONTANA DEPARTMENT OF TRANSPORTATION

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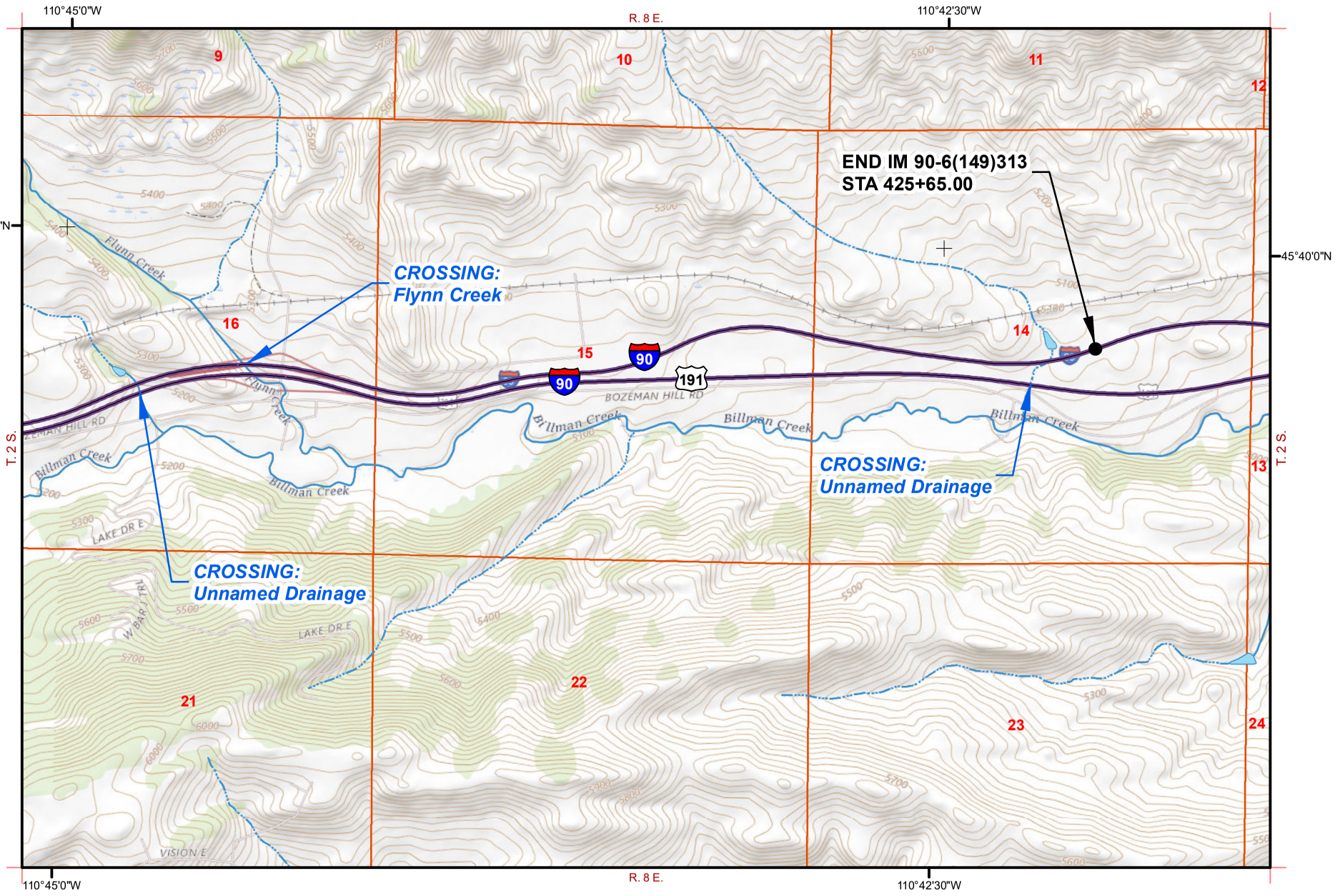


BOZEMAN HILL - GUARDRAIL
IM 90-6(149)313
GUARDRAIL
CONTROL NUMBER 9247000
PROJECT LOCATION QUAD MAP 4 OF 4 - GALLATIN & PARK COUNTIES

MONTANA MDT DEPARTMENT OF TRANSPORTATION

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0 425 850 1,700 Feet



SECTION II

Page 9 of 14

AWARD COPY

1. **MONTANA RAIL LINK AND BNSF RAILWAY COMPANY INSURANCE REQUIREMENTS**

Indemnify, defend and hold harmless Montana Rail Link (MRL), BNSF Railway Company (BNSF) and any other railroad company, occupying or using the Railroad's right-of-way, or line of railroad, against all loss, liability and damage, including attorney's fees, arising from activities of the contractor, its forces or any of its subcontractors or agents.

MRL and BNSF are each to be provided with separate and individual Commercial General Liability insurance policies as identified in subparagraph A. below. MRL is to be provided with a Railroad Protective Liability insurance policy as identified in subparagraph D. below. Carry insurance of the kinds and amounts hereinafter specified.

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $6,000,000. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to the following:

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

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

- It is agreed that any workers' compensation exclusion does not apply to MRL or BNSF payments related to the Federal Employers Liability Act or a MRL or BNSF Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

No other endorsements limiting coverage with respect to obligations may be included on the policy.

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

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

C. Worker's Compensation and Employer's Liability insurance including coverage for, but not limited to:

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

Certificate of Insurance must be provided to MRL prior to commencement of the work.

D. Insurance required in Subsection 107.13.2 of the Standard Specifications must have the following requirements: Railroad Protective Liability insurance naming MRL as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment as shown in exhibit "D" found elsewhere in these special provisions (ISO form CG 28 31 12 04).
- Endorsed to include the Limited Seepage and Pollution Endorsement as shown in exhibit "D" found elsewhere in these special provisions.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- Be written to provide coverage for all physical and structural assets of Railroad (including, but not limited to, bridges, trestles, tunnels, tracks, overpasses, underpasses, roadbed, and crossings.
- The original policy must be provided to MRL and BNSF prior to performing any work.

Other Requirements:

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

Contractor's insurance policies through policy endorsement, shall include wording which states that the policy is primary and non-contributing with respect to any insurance carried by RAILROAD. The certificate of insurance must reflect that the above wording is included in all applicable policies described herein.

Prior to commencing the Work, Contractor shall furnish to MRL an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify MRL in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving MRL arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

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

Contractor represents that this Special Provision has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Special Provision. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

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

ALL required Certificates of insurance must be provide and approved by MRL before work begins and must remain in full force until all work is complete.

Railroad insurance is required for this project because a portion of the project work is within railroad right-of-way. Railroad insurance should be based on minimum premium levels.

LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

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

a) unintended fire, lightning or explosion: or

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

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

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

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

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

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

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

OTHER TERMS

All other terms of your policy remain the same.

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

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

_____
Counter Signature

EXHIBIT "D"

NOTICE OF CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The Change Condition is replaced by the following:

4. Changes

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

OTHER TERMS

All other terms of your policy remain the same.

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

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

_____
Counter Signature

EXHIBIT "D"

COMMERCIAL GENERAL LIABILITY
CG 28 31 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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

This insurance does not apply to:

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

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

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

OTHER TERMS

All other terms of your policy remain the same.

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

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

_____
Counter Signature

EXHIBIT "D"

STANDARD PROVISIONS INDEX

FEDERAL AID PROJECTS CONTAINS

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

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

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

General Decision Number: MT20200079 01/03/2020

MT79 Superseded General Decision Number:

MT20190079 State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* SUMT2014-001 02/19/2014

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

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

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

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

CEMENT MASON/CONCRETE FINISHER...$ 24.87 10.80

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

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

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

DIVER

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

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

Depth Pay (Surface Diving):

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

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

DIVER ZONE PAY:

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

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

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

ELECTRICIAN (LINE CONSTRUCTION)

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

TRAVEL PAY:

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

$60.00 per day - Over 25 Miles

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

ELECTRICIAN

All Areas.....$ 32.74 13.42

TRAVEL PAY:

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

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

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

IRONWORKER.....$ 27.25 20.98

TRAVEL PAY:

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

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

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

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

LABORER

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

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

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

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

LABORERS ZONE PAY:

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

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

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

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

PAINTER ZONE PAY:

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

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

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

POWER EQUIPMENT OPERATOR:

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

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

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

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

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

GROUP 5: Cranes, 45 Tons to Including 74 Tons

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

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

POWER EQUIPMENT OPERATOR ZONE PAY:

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

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

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

TRUCK DRIVER

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

GROUP 1: Pilot Car

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

TRUCK DRIVER ZONE PAY:

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

Write to:

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

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

Write to:

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

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

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

Write to:

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

Washington, DC 20210

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

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END OF GENERAL DECISION

Effective 09-17-20

"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

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A

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

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

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

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

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

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