CONTRACT NO. 09222

Backsfed.032422

# 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 March 24, 2022. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

TA 48(55) HWY 78 Path & Walks - Columbus

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 #: 09222
## AWARDED ON: APRIL 5, 2022
## TO: FACTION CONSTRUCTORS, LLC

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Malcolm “Mack” Long
Director of Transportation

Contract No.09222
SEH:HB:9449000AWD-205

AWARD COPY

# CURRENT QUESTIONS & ANSWERS

## 205 - HWY 78 PATH & WALKS - COLUMBUS - March 24, 2022

### Notifications

No Notices available for this project.

### Addendums

No Addendums available for this project.

### Clarifications

**-1-**

Submitted: Thursday 03-MAR-2022 02:26 PM

The Federal Wage Rates (dated 1-7-2022) located in Section III, are hereby rescinded and replaced with the new Federal Wage Rates dated 2-25-2022. **FEDERAL WAGE RATES** (see end of Q&A)

### Questions

**-1-**

Submitted: Saturday 19-MAR-2022 11:21 AM

Company: Mountain West Holding Co

Contact: Chris Connors

Sheet 2 of the plans indicates that there should be pages S1-S12 but they are not included as part of the plan package.

Answer

Submitted: Monday 21-MAR-2022 03:54PM

The signing plans were inadvertently left out of the advertised plan set. The Signing Plans are linked. **SIGNING PLANS**

**-2-**

Submitted: Monday 21-MAR-2022 08:28 AM

Company: Mountain West Holding Co

Contact: Chris Connors

Please clarify that the intent of SP #35, Segment B work, is to have normal two way traffic at the end of each shift and for weekends. Alternating traffic using signals will not be allowed. Plan page 14 references use of Temporary Roadside Protection that must be in place when guardrail is removed. There are no bid items for Temporary Barrier or Temporary Impact Attenuators. Please clarify what is meant by this note. Will bid items be added or is this work to be incidental to other items? Similar to the above question for traffic control, would this protection need to be clear of the two way unobstructed traffic at the end of each work shift?

Answer

Submitted: Tuesday 22-MAR-2022 09:51 AM

Yes, the intent of SP #35, Segment B work, is to provide two-way traffic outside of working hours including nights and weekends. The cost of Temporary Barrier, Temporary Impact Attenuators, and other items that may be used for temporary roadside protection are considered incidental to the Traffic Control bid items. Specifics of the traffic control measures, including the lane closure, will need to be included in the traffic control plan and approved by the Project Manager.

General Decision Number: MT20220079 02/25/2022

Superseded General Decision Number: MT20210079

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $15.00 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 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number Publication Date

0 01/07/2022

1 02/25/2022*

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 Pay +$2.50
Zone 3: Over 50 miles - Base Pay +$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; Riprapper; 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; Dump man (Grade man); 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; Pumpman.

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; Dump man; Dump Trucks and Similar Equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/ Tire person; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Parts man, Cardex and Warehouse Expeditor; Water Trucks.

TRUCK DRIVER ZONE PAY:

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury, or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers:

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

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

Survey Rate Identifiers:

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

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

Union Average Rate Identifiers:

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications: however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

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

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

Write to:

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

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

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

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 09222

PROJECT: TA 48(55) (9449055000)
HWY 78 PATH & WALKS - COLUMBUS

| PROP LINE NO. | ITEM NUMBER | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY |
|---|---|---|---|---|
| | SECTION 0001 - PATH & WALKS | | | |
| 0010 | 104 030 010 | MISCELLANEOUS WORK | UNIT | 10,000.00 |
| 0020 | 105 070 000 | CONTRACTOR SURVEY AND LAYOUT | LS | 1.00 |
| 0030 | 109 200 005 | MOBILIZATION | LS | 1.00 |
| 0040 | 203 020 100 | EXCAVATION-UNCLASSIFIED | CUYD | 3,015.00 |
| 0050 | 203 020 190 | ADJUST MONITORING WELL | EACH | 1.00 |
| 0060 | 203 020 310 | SPECIAL BORROW-NEAT LINE | CUYD | 2,680.00 |
| 0070 | 203 080 100 | TOPSOIL-SALVAGING AND PLACING | CUYD | 946.00 |
| 0080 | 208 010 150 | TEMPORARY EROSION CONTROL-LS | LS | 1.00 |
| 0090 | 208 010 200 | TEMPORARY EROSION CONTROL-FIXED | UNIT | 500.00 |
| 0100 | 301 020 340 | CRUSHED AGGREGATE COURSE | CUYD | 1,166.00 |
| 0110 | 301 020 625 | AGGREGATE TREATMENT | SQYD | 1,807.00 |
| 0120 | 401 020 057 | COMMERCIAL MIX-3/8 IN-PG 58-28 | TON | 641.00 |
| 0130 | 402 020 315 | EMULSIFIED ASPHALT-TACK COAT | GAL | 72.00 |
| 0140 | 557 010 105 | PEDESTRIAN RAIL | LNFT | 723.90 |
| 0150 | 603 012 530 | RCP 18 IN | LNFT | 28.00 |
| 0160 | 603 012 555 | RCP 24 IN | LNFT | 60.00 |
| 0170 | 603 013 190 | RCPA 18 IN EQ DIA | LNFT | 138.00 |
| 0180 | 603 013 495 | PIPE-CORR POLYETHYLENE DR 6 IN | LNFT | 527.00 |
| 0190 | 603 013 549 | CONNECT TO EXISTING PIPE | EACH | 2.00 |
| 0200 | 603 587 020 | REMOVE PIPE CULVERT | LNFT | 204.40 |
| 0210 | 604 010 302 | MANHOLE STRUCTURE BASE 48 IN (1220 MM) | EACH | 1.00 |
| 0220 | 604 010 352 | ADDITIONAL BARREL 48 IN | LNFT | 2.00 |
| 0230 | 604 010 661 | CURB INLET FRAME AND GRATE | EACH | 1.00 |
| 0240 | 606 010 330 | MGS GUARDRAIL | LNFT | 487.50 |
| 0250 | 606 010 335 | MASH W-BEAM TERMINAL SECTION | EACH | 4.00 |
| 0260 | 606 010 385 | REMOVE GUARDRAIL | LNFT | 701.20 |
| 0270 | 607 100 360 | FARM FENCE-PANEL/SINGLE FW | EACH | 2.00 |
| 0280 | 607 150 131 | RESET GATE | EACH | 1.00 |
| 0290 | 608 000 020 | SIDEWALK DRAIN | EACH | 1.00 |
| 0300 | 608 010 020 | SIDEWALK-CONCRETE 4 IN | SQYD | 1,304.70 |
| 0310 | 608 010 050 | SIDEWALK-CONCRETE 6 IN | SQYD | 558.90 |
| 0320 | 608 010 110 | CONCRETE 6 IN | SQYD | 4.00 |
| 0330 | 608 010 125 | DETEC WARNING DEVICES-TYPE 1 | SQYD | 33.00 |
| 0340 | 609 010 121 | CURB-SPECIAL DESIGN | LNFT | 82.50 |
| 0350 | 609 010 160 | GUTTER-CONC VALLEY | SQYD | 2.30 |
| 0360 | 609 010 200 | CURB AND GUTTER-CONC | LNFT | 336.10 |
| 0370 | 610 100 101 | SEEDING AREA NO 1 | ACRE | 3.10 |
| 0380 | 610 100 470 | SODDING | SQYD | 201.00 |
| 0390 | 610 100 490 | TURF REINF MAT-NATURAL FIBER | SQYD | 793.00 |
| 0400 | 610 220 100 | MULCH | ACRE | 3.10 |
| 0410 | 613 300 100 | FILTER MATERIAL | CUYD | 74.00 |
| 0420 | 618 030 015 | TRAFFIC CONTROL-FIXED | UNIT | 500.00 |
| 0430 | 618 030 080 | TRAFFIC CONTROL-LS | LS | 1.00 |
| 0440 | 619 010 086 | SIGNS-ALUM REFL SHEET IV | SQFT | 25.80 |
| 0450 | 619 010 090 | SIGNS-ALUM REFL SHEET XI | SQFT | 90.20 |
| 0460 | 619 010 200 | RESET SIGNS | EACH | 3.00 |
| 0470 | 619 010 230 | REMOVE SIGN | EACH | 13.00 |
| 0480 | 619 010 240 | REMOVE SIGN-GUIDE | EACH | 1.00 |
| 0490 | 619 010 300 | POSTS-TUBULAR STEEL | LB | 41.00 |

| PROP LINE NO. | ITEM NUMBER | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY |
|---|---|---|---|---|
| 0500 | 619 010 480 | POLES-TREATED WOOD 4 IN | LNFT | 128.00 |
| 0510 | 619 010 490 | POLES-TREATED WOOD 5 IN | LNFT | 76.00 |
| 0520 | 620 011 260 | WORDS AND SYMBOLS-WHITE EPOXY | GAL | 3.00 |
| 0530 | 620 013 955 | REMOVE PAVEMENT MARKINGS | LNFT | 534.00 |
| 0540 | 622 010 075 | GEOGRID - BIAXIAL | SQYD | 5,396.00 |
| 0550 | 622 011 022 | SUBSURFACE DRAIN FILTER-HIGH SURV | SQYD | 527.00 |
| 0560 | 622 011 086 | SEPARATION GEOTEXTILE - HIGH | SQYD | 4,562.00 |

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# SPECIAL PROVISIONS

## FEDERAL AID PROJECT NO(S). TA 48(55)

(REVISED 09-09-21)

The following special provisions are hereby made part of the contract and supplement and/or supersede any 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 V2.3 Edition" found at the following link: https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V2.3.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_090921_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 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]

Construct ADA/PROWAG compliant paths and sidewalks along the north side of East Pike Avenue from Quarry Street to 2nd Street, along the east side of Highway 78 from Itch-Kep-Pe Park to 1st Ave South, along the west side of Pratten Street from Pike Avenue to 1st Avenue North, along the north side of 1st Avenue North from Pratten Street to North 9th Street, and along the west side of Highway 78/North 9th Street from 1st Avenue North to Granite Peak Park. The total sidewalk/path length is approximately 6,300 linear feet.

2. CONTRACT TIME – FLEX TIME PROCEED DATE [108] (REVISED 1-21-16)

A. General. This provision modifies Subsection 108.02 of the Specifications.

B. Notice to Proceed. The notice to proceed will be issued with an effective date of July 11, 2022. 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 60 working days.

3. CONTRACT DOCUMENTS [102] (REVISED 3-10-22)

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/ :

1) Table of Contractor's Submittals. (Revised 3-10-22)
2) Traffic Control Rate Schedule
3) 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 7.5% 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 Billings.

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 42 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. SOIL BORING INFORMATION [102] (REVISED 1-16-14)

The Department routinely conducts subsurface investigations and laboratory testing to collect soil, rock and groundwater information ("geotechnical information") within the anticipated limits of upcoming projects and maintains a comprehensive set of this information in its geotechnical file. For this contract, geotechnical information has been collected by the Department and logs of boring summarizing this information have been included in the Special Provisions and Plans. "Logs of Borings" in the Special Provisions and Plans are based on an interpretation of the field investigation and laboratory testing data, and do not include all the geotechnical information that may be available. The geotechnical information contained in the "Logs of Borings" has been edited or abridged and may not reveal all the geotechnical information which might be useful or of interest to the bidder.

The comprehensive set of geotechnical information is considered too voluminous to include in the bidding package. The geotechnical information that the Department has is available for review or copying upon request. Rock core samples are regularly retained as well. All bidders are expected to fully review all of the geotechnical information prior to submitting their bid. The prime bidder is responsible for ensuring that a firm submitting a subcontractor quote for the prime's use is aware of all available geotechnical information.

Submission of a bid without fully reviewing the Department's comprehensive set of geotechnical information or accepting a quote from a subcontractor without verifying that the subcontractor reviewed all available geotechnical information is a business decision by the bidder. Failing to fully review all available geotechnical information waives the contractor from making any claim, whether termed "superior knowledge", "justifiable reliance", "differing site condition", or otherwise, against the Department for any information that may be included in the comprehensive geotechnical information file and not shown, or not fully shown, in the "Logs of Borings" contained in the contract documents.

Soil, rock, and groundwater conditions shown on the logs of boring apply only at the specific boring locations and at the time the borings were made. They are not warranted to be representative of subsurface conditions at other locations or times. Groundwater conditions commonly vary seasonally and from that encountered during drilling. Determination of a material's classification is based in part on judgment and opinion. The Department assumes no responsibility for any variation or misinterpretation of the classification of materials.

Utilize the Question and Answer forum to request additional geotechnical information or to submit questions regarding the geotechnical information. To review all available geotechnical information, submit a request in writing to the Department's Geotechnical Section to schedule a time to review the available geotechnical information. Requests for access should be made a minimum of 10 business days prior to the bid opening.

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

No later than 7 calendar days after the date of bid-opening (the date of bid opening to count as the first full day), the apparent low bidder must submit to Construction Contracting Bureau, during its regular work hours, a fully completed Form MDT-CON-106-02-3 for each aggregate source the bidder used to prepare its bid, or a subcontractor used to prepare its quote, if used by the bidder for its bid. (If the 7th day is a holiday, turn the documentation in earlier.)

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

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

14. 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.

15. PARTNERING- LEVEL II FACILITATION [105] (ADDED 2-25-21)

An internal partnering meeting will be facilitated between the Project Manager and the Contractor prior to the Notice to Proceed date.

Implement partnering in accordance with the Montana Partnering Field Guide found at the following link: https://www.mdt.mt.gov/publications/manuals.shtml#con

Make a good-faith effort to settle any unresolved discrepancies by utilizing the Partnering Escalation/Issue Resolution Ladder identified in the Partnering Field Guide prior to submitting a notice of claim.

16. STATUS OF UTILITIES [108] (ADDED 1-1-03)

Utility relocation work is not complete and will not be complete as of the letting date and contract award date. Project work must be coordinated with the utility company relocation activities until the utility relocation work is complete. Under no circumstances will a delay in relocating utility facilities be considered as justification for additional compensation.

Should unforeseen conditions arise which substantially delay the utility relocation work, and the delay results directly in a delay to the project work, make a written request to the department for a time extension, see Subsection 108.07.4.

17. STEEL PRICE ADJUSTMENT [106] (REVISED 10-28-21)

A. General. The Contractor may elect to participate in a Steel Price Adjustment to payments for selected bid items made primarily of steel. Payment adjustments will only be made for fluctuations in the cost of the steel material. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, for any products purchased from the mill prior to the letting date, or for steel that is not permanently incorporated into the work.

The price adjustment will be based on the base price per pound of steel and changes to the steel price index between the bid letting date and the steel purchase date. Payment adjustments may be positive or negative.

Steel Price Index: 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.

The base price per pound of steel for this contract is: $0.65.

B. Applicable Bid Items. Notify the Project Manager in writing by the Notice to Proceed date or at the pre-construction conference, whichever comes first, of any intent to participate in the steel price adjustment. Select the bid items for participation at the time of notification to the Project Manager. No changes will be allowed after submission.

Nuts, bolts, rebar chairs, connecting bands, and other miscellaneous hardware items will not be included in the price adjustment. High strength bridge bolt assemblies may be included in the price adjustment.

C. Steel Price Index. Furnish the following documentation for all steel bid items selected for steel price adjustment regardless of whether the index increased or decreased:

1) Paid invoice or other proof of purchase showing the date the steel was purchased and the weight of the steel.

2) An affidavit signed by the Contractor stating that the information provided is true and accurate.

3) Submit all documentation 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. The Project Manager will calculate the adjustments. 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-1.10), rounded to the nearest 0.01
If AF is equal to or less than 0, no adjustment.
If AF is greater than 0, continue
Payment Adjustment = AF x weight x base price

For Decreases:

Adjustment Factor (AF) = (IC/IB-0.90), rounded to the nearest 0.01
If AF is equal to or greater than 0, no adjustment.
If AF is less than 0, continue
Payment Adjustment= AF x weight 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)
Weight = weight of steel in pounds

18. SUBCONTRACTING CONSULTANTS [108] (REVISED 2-27-14 M)

The following consultants performed work on the project.

- Sanderson Stewart
- Confluence Consulting, Inc.
- Hyalite Environmental, LLP

19. 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.

20. SUBCONTRACTING [108] (ADDED 9-23-21)

The following changes are made to Subsection 108.01:

1) Within Subsection 108.01.1 Subcontracting, rescind the 4th paragraph which begins "Include in the written subcontract…" and replace with the following:

"Include the following language in the subcontract:"

Rescind the last paragraph and replace with the following:

Do not hire or use in any manner a person or organization that performed any part of the design work for the Department unless first approved by the Department.

2) Within Subsection 108.01.2 Contract Performance, rescind the 4th and 5th paragraphs and replace with:

Do not allow a Subcontractor at any contract tier to start work until a subcontract is consented to by the CES Bureau. Submit fully executed subcontracts in electronic DocuSign PDF format. Scanned PDF subcontracts are not acceptable. Include the Consent of Surety language and Subcontractor Checklist as part of the subcontract agreement, referenced on the Subcontracting Resources webpage:

https://www.mdt.mt.gov/business/contracting/resources.shtml

Inform the Subcontractor of all the contract provisions, and that the Subcontractor is bound by all terms of the prime's contract with the Department. Provide the Subcontractor a copy of all the contract provisions including the applicable Federal Prevailing Wage rates and Required Contract Provisions FHWA 1273. Include in the subcontract the following language:

"The Subcontractor agrees to comply with all of the labor provisions contained in the attached Required Contract Provisions and Federal Prevailing Wage/Davis Bacon Wage Decision."

Rescind the last paragraph and replace with the following:

Department approved consent to subcontract, assign or transfer the contract does not release the Contractor from liability under the contract and bond.

21. BILLING CYCLE [109] (ADDED 8-12-21)

Rescind the last paragraph of subsection 109.06.1 Billing Cycle which begins "Pay all subcontractors." and replace with the following:

Pay all subcontractors within 7 calendar days after receipt of a periodic or final payment from the Department. Payment must be for the full amount due the subcontractor (including retainage) for work performed or materials provided that were included in the periodic or final payment according to the provisions of Section 28-2-2103(2)(a) MCA. A subcontract may not provide for a time longer than the law's mandated 7 calendar days.

22. MOISTURE SENSITIVE SOILS [203] (REVISED 9-11-14)

A. Description. Subsurface investigation for this project indicates that subgrade and/or foundation soils located within the project limits are sensitive to changes in moisture content and may cause construction difficulties. Use construction methods and equipment appropriate for moisture-sensitive soils.

B. Construction. Unless otherwise specified in the contract or by the Project Manager, limit the length of subgrade exposed to precipitation events to an amount that can be adequately sealed by the contractor within 30 minutes of the start of a precipitation event.

Many possibilities are available to facilitate construction and to achieve proper compaction of the subgrade or foundation soils in the project limits. The Department does not direct the use of any of them. However, in preparing bids, identify measures to address the identified conditions. Some possibilities to consider are:

1) Sealing the surface of all exposed subgrade/foundation by rolling with a smooth drum roller whenever work at a particular location is interrupted for 6 or more hours and at the end of each work day;

2) Grading and sloping the surface of all exposed subgrade/foundation to facilitate unimpeded surface drainage away from the work area; and/or,

3) Allowing soils to adequately dry (including after precipitation events) before attempting any type of construction work on the subgrade/foundation soils.

C. Method of Measurement and Basis of Payment. Include all costs for the method(s) chosen to effectively address construction on moisture sensitive soils in the bid item for unclassified excavation/borrow. No additional compensation will be allowed or given for claimed increased costs to address that portion of the work addressed by this provision.

23. ENVIRONMENTAL SPECIFICATIONS [208] (ADDED 9-9-21M)

The Contractor is required to review and meet the specifications of the following subsections:

| | |
|---|---|
| Migratory Bird Treaty Act Compliance – Vegetation Removal | Subsection 208.03.4A(1) |

24. MONTANA FLOODPLAIN AND FLOODWAY MANAGEMENT ACT [208] (REVISED 9-9-21M)

A. Description: This contract is located within the regulated floodplain of the Yellowstone River, Stillwater County, Montana and Incorporated Areas, Map Panel Number 30095C0619D. This Map Panel contains Community Panel Number 3001090619D for the Town of Columbus and 3000780619D for Stillwater County. The Department has obtained a preconstruction floodplain permit from the City of Columbus, PO Box 549, Columbus, MT 59019, 406-322-4424 and Stillwater County, PO Box 1276, Columbus, MT 59019, 406-322-8055 for the permanent features associated with this contract. A copy of this floodplain permit is available upon request from the Project Manager.

Review Subsection 208.03.3(J) for more information.

This floodplain permit does not cover the construction of temporary facilities such as work bridges, work pads, cofferdams, temporary detours, diversions, etc. This permit does not include access to and from authorized locations, sequencing, or construction methodology required to construct authorized features, or other impacts to areas outside of the planned construction footprint.

B. Materials. Vacant

C. Requirements

1) Contact the floodplain administrator indicated above to determine floodplain permitting requirements, if any, for the temporary facilities and any other work within the floodplain not covered here or within the preconstruction floodplain permit.

2) If a floodplain permit is required, complete and submit the Joint Application for Proposed Work in Montana’s Streams, Wetlands, Floodplains, and Other Water Bodies and required information directly to the floodplain administrator according to the floodplain permitting requirements along with the applicable fee. The Joint Application Form can be downloaded from:

3) If a floodplain permit is not required, but the floodplain administrator requires other information, prepare and submit it directly to the floodplain administrator.

4) Submit copies of the application and other required information to the Project Manager concurrently with the submittals required in Subsections 208.03.4(B) and 208.03.4(C). Obtain all required permits or authorizations and furnish copies or permit approvals to the Project Manager before starting activities that require permits.

Method of Measurements and Basis of Payment. Work described in this provision is not measured for payment. Include the cost to obtain this permit and provide required information in the mobilization bid item.

25. STORM WATER PERMITTING REQUIREMENTS UNDER THE MONTANA POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (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.

26. CLEAN WATER ACT SECTION 404 PERMIT AND SECTION 401 CERTIFICATION

Description. The permanent features as described in this contract do not impact Waters of the US and therefore do not require a Clean Water Act Section 404 Permit or Section 401 Certification. The aquatic features within the project limits were identified as Non-Jurisdiction by the US Army Corps of Engineers (Army Corps File Number NWO-2021-0655-MTB). A copy of the Approved Jurisdictional Determination is available upon request.

Aquatic features outside of the project boundaries have not received a jurisdictional determination and may require additional permitting as required by the Clean Water Act.

Coordinate with the project manager if you have questions regarding this authorization. Proposed changes to the permanent structures should be directed to the project manager for coordination with the District Project Development Engineer in the Environmental Services Bureau. Temporary facility permitting and/or general permit questions should be directed to the project manager for coordination with the District Environmental Engineering Specialist.

27. CONTAMINATED SOIL [208]

Petroleum hydrocarbon contaminated soils may be encountered on this project at Station 218+33 to 218+47 LT on the west side of Highway 78 and at Station 420+39 to 421+89 LT/RT. Contaminated soils are generally recognized by a petroleum odor and/or gray or black staining of the native material or fill.

If contaminated soils are encountered, suspend work and notify the Project Manager. State and Federal laws require that the discovery of previously unknown contamination be reported within 24 hours of discovery. The Project Manager will coordinate with the Department’s Hazardous Waste Bureau to report the release to the Montana Department of Environmental Quality (DEQ) or the Environmental Protection Agency (EPA), if within an Indian reservation.

Once reported, the Contractor may be advised by the Department to sample the soil to determine the best disposal or re-use options. Disposal of the soil must be at a licensed soil disposal facility, or alternatively, the Contractor may wish to permit his own facility with MDEQ. Analytical testing of the soil at an accredited laboratory will be necessary prior to disposal.

Be responsible for compliance with all OSHA, EPA, and DEQ regulations pertaining to worker safety and the excavation of petroleum hydrocarbon contaminated soil. The Contractor is required to follow all applicable laws, rules and regulations including but not limited to, the Montana Water Quality Act; the Montana Solid Waste Management Act; the Montana Comprehensive Environmental Cleanup and Responsibility Act; the Montana Hazardous Waste Management Act; MC 75-11-301 et seq. (Petroleum Storage Tank Cleanup); and 29 CFR 1910 and 1920 (OSHA); and 40 CFR 260-265 (Hazardous Waste).

Obtain and pay for all analytical testing. Testing and disposal of the contaminated soil is measured by the unit of Contaminated Soil for the work performed as directed in writing by the Project Manager. Payment for Contaminated Soil is at agreed prices or on a force account basis.

28. INCREASE IN TURBIDITY [208] (REVISED 10-8-15)

A. Description. Montana Fish, Wildlife and Parks (FWP) has determined that this project may cause a significant increase in turbidity.

B. Requirement. Contact the Department of Environmental Quality (DEQ) to determine narrative conditions required to meet short-term (318 Authorization) water quality standards and protect aquatic biota.

1) Complete and submit the Joint Application for Proposed Work in Montana's Streams, Wetlands, Floodplains, and Other Water Bodies (Application Revised 6-5-2015) and all required attachments, according to the applications instructions. Form can be down loaded from: http://dnrc.mt.gov/licenses-and-permits/stream-permitting.

2) Application fees are the responsibility of the Contractor.

3) Do not begin any work that will affect a Montana stream, wetland, floodplain, and/or other water body until a valid 318 Authorization is received from DEQ. Other permits/authorizations may also be required for the proposed work.

C. Basis of payment. Include the cost to obtain this permit in the mobilization bid item.

29. NOISE IMPACT [208] (REVISED 5-24-12)

To minimize construction noise impacts on the local residents, no construction activities will be allowed between the hours of 10 p.m. and 6 a.m. without express written approval from the Project Manager.

30. NON-GLARE LIGHTING [210] (ADDED 10-22-20)

Illuminate all work areas with indirect (i.e. balloon type) lights capable of producing a minimum 10 foot-candles of non-glare lighting.

Equip, at a minimum, the following pieces of equipment with non-glare lighting:

1) Milling and grinding equipment.
2) Mechanical sweepers.
3) Material transfer equipment.
4) Spreading and finishing equipment.
5) Rollers, excavators, and loaders.
6) Core/density testing vehicles.
7) Pumping equipment.
8) Bid-wells.

This requirement does not include trucks and vehicles used to transport materials and personnel that are continuously moving in and out of the work zone.

Do not operate headlights of construction equipment when facing oncoming traffic within the work zone.

Do not use equipment mounted work lighting other than non-glare lighting.

31. PUGMILL MIXING [301] (ADDED 1-1-03)

Pugmill mixing of surfacing aggregates called for in Subsection 301.03.5 B is not required for this contract.

32. REINFORCED CONCRETE PIPES, BOXES, INLETS AND MANHOLES [603] (ADDED 12-13-18)

Furnish RCB, RCP, inlets, and manholes from a plant listed on the Department's QPL.

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

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

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

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

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

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

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

34. PEDESTRIAN RAIL

A. Description. This work consists of placing metal pedestrian railing along the shared-use path at locations shown in the plans.

B. Materials and Construction Requirements. Supply Class General concrete, reinforcing steel, metal railing and all associated hardware necessary to construct the railing as shown in the plans. Install posts and railings, making sure they are plumb, straight and securely attached. Powder Coat the railing black to a film thickness of 2.0 to 3.0 mils, ensuring that the full length of the posts is coated. Follow the manufacturer's recommendations when applying powder coat.

C. Measurement and Payment. The pedestrian railing is measured along the top of the rail to the limits shown in the plans. Payment for all materials and costs associated with constructing the pedestrian railing, as specified, is included in the unit price bid per linear foot for Pedestrian Rail.

35. TRAFFIC CONTROL

A. Description. Provide traffic control in accordance with Section 618, Detailed Drawings, and MUTCD. Sidewalk closures must be in accordance with ADA Guidelines. Schedule operations to provide the least amount of inconvenience possible to the traveling public. Contractor shall provide a traffic control plan and sequence of operations regime to the Project Manager at least three weeks prior to disruption of traffic flow.

1) Ensure that adequate movement of emergency vehicles, cars, pick-ups, and commercial truck traffic are provided at all times. Ensure that all lane widths are a minimum of 12 feet (clear of channelization devices) and include widened radii to accommodate turning movements where necessary. On-street parking may need to be temporarily prohibited along Pratten Street, 1st Avenue North, Highway 78, and North 9th Street within the immediate work area in order to maintain minimum lane widths. If narrower lane widths are required due to existing limitations associated with street surface width, approval of Project Manager is required.

2) Maintain two-way traffic through the length of the project at all times and provide continuous access to residences. Local detour routes are not anticipated, but should the contractor request this, they will require approval of the Project Manager.

3) On Segment B near Itch-Kep-Pe Park, a lane closure may be permitted along Highway 78 during construction of the reinforced soil slope and associated work with approval of the Project Manager. If a lane closure is utilized, temporary signals will be required for single-lane traffic control. Restore traffic operations along Highway 78 each night and every weekend to accommodate two lanes of traffic with a minimum driving width of 24 feet.

B. Measurement and Payment. The cost of traffic control is included as a lump sum bid item. Preparing and updating the traffic control plan is considered incidental to traffic control and will not be measured or paid for separately.

36. 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.

37. OPTIONAL USE OF DIGITALLY PRINTED SIGNS [704] (ADDED 12-9-21)

A. Description. Requirements for digitally fabricated signs.

B. General.

1) Submit the manufacturer's certificate of compliance a minimum of 14 calendar days prior to sign installation. The certification of compliance must certify that the equipment, materials, operators, and processes have been certified by the sheeting manufacturer.

2) Digitally printed ink systems must meet ASTM D4956 color standards.

3) Follow the sheeting manufacturer's quality control process during the manufacturing process.

4) Apply a clear UV protective overlay to the entire sign face. Ensure the overlaminate complies with the retroreflective sheeting manufacturer's recommendations.

5) Furnish black inks that are entirely opaque.

6) Furnish signs free of printing lines. Ensure inks are homogeneously applied.

7) Store, handle, and transport signs in accordance with the manufacturer's recommendations to prevent damage to the sign.

38. GEOGRID [622] (REVISED 2-27-14 M)

A. Description. This work is the furnishing of labor, equipment and materials to construct a geogrid layer as detailed in the plans or as directed in writing by the Project Manager.

B. Materials. Provide geogrid manufactured using long-chain synthetic polymers, composed of at least 95 percent by weight of polyolefin, polyesters, or polyamides. Fabricate the geogrid into a stable network such that the ribs, filaments, or yarns retain their dimensional stability relative to each other, including selvages. Conform to Table 1 for subgrade stabilization geogrid property values. All property values, with the exception of maximum opening size represent minimum average roll values (MARV). Identify, store, and handle geogrid according to ASTM D 4873.

GEOGRID PROPERTY REQUIREMENTS

| PROPERTY | TEST METHODS | UNITS | REQUIRED VALUE[1,2] |
|---|---|---|---|
| Ultimate Tensile Strength | ASTM D 6637 | lb/ft | 1300 |
| Tensile Strength at 2% Strain | ASTM D 6637 | lb/ft | 400 |
| Geogrid Percent Open Area | CW-02215 | % | 50 |
| Minimum Opening Size | Direct measure with caliper | in. | 0.75 |
| Maximum Opening Size | Direct measure with caliper | in. | 2 |
| Junction Strength | GRI GG2[3] | lb | 25 |
| Ultraviolet Stability | ASTM D 4355 | % at 500 hrs | 50 |

1) Notes:

2) Values, except Ultraviolet Stability, are MARVs (average value minus two standard deviations).

3) Minimum strength direction

4) Geosynthetic Research Institute (Drexel University, Philadelphia, PA) GG2 Individual Geogrid Junction Strength

C. Construction. Install geogrid in accordance with the manufacturer's recommendations. Place geogrid directly above geotextiles when both are specified, shown in the plans, or directed by the Project Manager.

D. Measurement. Geogrid is measured by the square yard. Measurement excludes laps, seams, and joints.

E. Basis of Payment. Accepted quantities of Biaxial Geogrid are paid at the contract unit price Geogrid – Biaxial. Payment at the contract unit price is full compensation for all resources necessary to complete the item of work under the contract.

39. REINFORCED SOIL SLOPE (REVISED 12-11-15)

A. Description. This work is the excavation, placement, compaction, and disposal of unsuitable material necessary to construct the reinforced soil slope(s) as shown in the plans or as directed by the Project Manager.

B. Materials.

1) Geosynthetic. Provide Biaxial Geogrid meeting the requirements found elsewhere in the Contract.

2) Special Borrow. Provide Special Borrow for backfill meeting the requirements found elsewhere in the Contract.

C. Construction.

1) Excavation and Subgrade Preparation. Excavate the embankment to the limits shown on the plans. Create a subgrade surface that is level, free from organics and other deleterious materials, as well as soft or otherwise unsuitable soils. Scarify and compact the subgrade in accordance with Section 203 prior to reinforced soil slope construction to provide a uniform and firm surface

a) Notify the Project Manager a minimum of 4 working days prior to anticipated subgrade completion in order to arrange for subgrade inspection. An MDT Geotechnical Section Representative will inspect the subgrade prior to construction of the reinforced soil slope.

b) If the subgrade soils are determined to be unstable by the Geotechnical Representative, subexcavate the subgrade to the depth specified. Scarify and compact the new subgrade and replace and compact subexcavated material with special borrow in accordance with the requirements below.

D. Geosynthetic Placement.

1) Place each layer of geosynthetic as shown on the plans and cross sections, oriented such that the principal strength direction is perpendicular to slope face (i.e. roll out the geosynthetic perpendicular to the slope face). Lay the geosynthetic in horizontal layers. Overlapping of the geosynthetic is not required except as detailed in the plans or at angle points or corners in the reinforced slope. Do not splice or overlap the geosynthetic in the machine direction.

2) Hand tension the geosynthetic to remove all wrinkles. Use pins, stakes, soil piles, or the manufacturer's approved method to anchor the geosynthetic ahead of the special borrow placement to ensure flat contact between the geosynthetic and underlying material.

3) Do not operate construction equipment over the geosynthetic without a minimum of 8 inches of cover. Place special borrow by off-loading at one end of the area to be covered by the embankment and then drifting the material out in front of the construction equipment.

4) Place and compact special borrow in accordance with Section 203. Compact the special borrow to 95% of the maximum density as determined density by MT-218/230.

5) Place backfill evenly so that the elevation of the fill progression is the same across the entire length of the reinforced soil slope. Place soil from the backslope outward to ensure tension in the soil reinforcement. Place soils using a method that eliminates the development of wrinkles and movement of the geosynthetic.

6) Operate compaction equipment parallel to the slope face. Do not operate equipment directly on the geosynthetic. Do not use Sheep's Foot or studded compaction equipment to compact the backfill.

E. Method of Measurement.

1) Geosynthetic is measured in accordance the requirements found elsewhere in the Contract.

2) Special Borrow is measured in accordance with Subsection 203.04.

3) Subexcavation below the planned footing elevation is measured in accordance with Subsection 203.04.

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

1) Geosynthetic is paid in accordance with the requirements found elsewhere in the Contract.

2) Special Borrow is paid in accordance with Subsection 203.05.

3) Subexcavation is paid for as Unclassified Excavation in accordance with Subsection 203.05.

## 40. SODDING

A. Description. This work is furnishing and installing sod in disturbed areas adjacent to sidewalk construction, as shown in the plans or as directed by the Project Manager.

B. Material. Review and comply with Subsection 713.11 of the Standard Specifications.

C. Construction Requirements. Review and comply with Subsection 610.03.3 of the Standard Specifications.

D. Measurement and Payment. Sod is measured and paid by the square yard. All costs associated with labor, materials, tools, excavation, and equipment necessary for placement of sod are included in the unit price bid for Sodding.

41. TREE REMOVAL – SEGMENT B

A. Description. This work consists of removing trees for the construction of the reinforced soil slope near Itch-Kep-Pe Park within Segment B. The existing trees have been identified as important to the community and provide suitable nesting habitat for migratory birds.

B. Construction Requirements.

1) Remove only the trees necessary for construction of the reinforced soil slope. Coordinate with the Project Manager a minimum of five (5) working days prior to start of work to determine which trees are suitable for removal. Implement Best Management Practices (BMPs) to protect trees identified as do not disturb by the Project Manager.

2) Do not store materials or equipment within 10 feet of the dripline of trees identified as do not disturb. Dripline is defined as the outermost circumference of the tree's canopy.

3) Repair any fences or other structures damaged or otherwise disturbed during work and reclaim any temporary access routes.

C. Measurement and Payment. The tree removal is included within clearing and grubbing efforts and is paid for as Unclassified Excavation.

END OF 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, income-level & 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, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport |

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. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
    i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
    ii. A statement that the 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 the 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, the 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 the 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 MDT 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. The 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 statutes 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.

SEEDING SPECIAL PROVISIONS

Project No: TA 48(55) Project Name: HWY 78 Path & Walks- Columbus
Project length: 1.5 miles CN: 9449000

| Area Descriptions | |
|---|---|
| Area 1 | Areas with slopes 3:1 and flatter |
| Area 2 | Areas with slopes steeper than 3:1 or inaccessible to drill seed equipment |

1) Topsoil. Salvage and/or furnish sufficient quantities of topsoil in accordance with Subsection 713.05 and/or 610.03.1 of the Standard Specifications to place an average 4-inch loose depth over all disturbed areas. Place the topsoil in accordance with Subsection 203.03.6 of the Standard Specifications immediately following grading.

2) Sod. Place in accordance with Subsection 610.03.3 in locations indicated on the contract plans or as directed by the Project Manager.

3) Fertilizer.

| | Nitrogen lbs per acre | P2O5 lbs per acre |
|---|---|---|
| Area 1 & 2 | 10—15 | 30—35 |

4) Seedbed preparation and application. Condition all drill seeded areas within 24 hours prior to seeding. Areas inaccessible to seeding equipment can be dry broadcast seeded at double the drill seeding rates. Following broadcast seeding, rake, harrow or otherwise scarify the soil to incorporate seed. Seeding outside the designated seeding period is allowed only with prior approval from MDT's Reclamation Specialist.

| | Method | Seeding Depth | Season of Seeding |
|---|---|---|---|
| Area 1 | Drill Seed | 0.25 – 0.5 in | 10/1—5/15 |
| Area 2 | Dry Broadcast Seed | 0.25 – 0.5 in | 10/1—5/15 |

5) Mulch requirements.

| | |
|---|---|
| Areas receiving TRM or Sod | None |
| All other seeded areas | Apply mulch in a separate operation following drill seeding or broadcast seeding and scarification. Apply a wood or straw fiber hydro mulch from the Department's QPL that contains tackifier. Apply in accordance with Subsection 610.03.2.F. Use a rate specified by the manufacturer, with a minimum rate of 2,000 lbs. per acre. |

6) Provide the following reclamation seed mixture. Use substitute species only if the recommended species is not available and substitution is approved by MDT's Reclamation Specialist.

| Area 1 | | | Drill Seeding Rate | | |
|---|---|---|---|---|---|
| Scientific Name | Common Name | Variety | PLS / sq. ft. | % of Mix | Pounds PLS/ acre |
| *Elymus trachycaulus* | Slender wheatgrass | Pryor Revenue or First Strike | 6 | 7 | 2.0 |

| | | | | | |
|---|---|---|---|---|---|
| *Elymus trachycaulus* | Streambank wheatgrass | Sodar | 35 | 35 | 10.0 |
| *Festuca ovina* | Sheep fescue | Covar | 16 | 16 | 1.0 |
| *Bouteloua gracilis* | Blue grama | Bird's Eye | 19 | 20 | 1.0 |
| *Poa secunda* | Canby bluegrass | Canbar | 21 | 22 | 1.0 |
| | | GRAND TOTAL | 97 | 100 | 15.0 |

| | |
|---|---|
| Area 2 = Area 1 | Broadcast seeding rate is 2X drill seeding rate of Area 1. |

# SK Geotechnical Boring Log Descriptive Terminology
# Key to Soil Symbols and Terms

12/06/12

SK GEOTECHNICAL

## SOIL CLASSIFICATION CHART

| MAJOR DIVISIONS | | | SYMBOLS GRAPH | SYMBOLS LETTER | TYPICAL DESCRIPTIONS |
|---|---|---|---|---|---|
| COARSE GRAINED SOILS | GRAVEL AND GRAVELLY SOILS | CLEAN GRAVELS (LITTLE OR NO FINES) | | GW | Well-graded gravels, gravel sand mixtures, little or no fines. |
| | | | | GP | Poorly graded gravels, gravel-sand mixtures, little or no fines. |
| | MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE | GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES) | | GM | Silty gravels, gravel-sand-silt mixtures. |
| | | | | GC | Clayey gravels, gravel-sand-clay mixtures. |
| MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE | SAND AND SANDY SOILS | CLEAN SANDS (LITTLE OR NO FINES) | | SW | Well-graded sands, gravelly sands, little or no fines. |
| | | | | SP | Poorly graded sands, gravelly sands, little or no fines. |
| | MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE | SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES) | | SM | Silty sands, sand-silt mixtures. |
| | | | | SC | Clayey sands, sand-clay mixures. |
| FINE GRAINED SOILS | SILTS AND CLAYS | LIQUID LIMIT LESS THAN 50 | | ML | Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity. |
| | | | | CL | Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays. |
| | | | | OL | Organic silts and organic silty clays of low plasticity. |
| MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE | SILTS AND CLAYS | LIQUID LIMIT GREATER THAN 50 | | MH | Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts. |
| | | | | CH | Inorganic clays of high plasticity, fat clays. |
| | | | | OH | Organic clays of medium to high plasticity, organic silts. |
| HIGHLY ORGANIC SOILS | | | | PT | Peat and other highly organic soils. |

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

### Order of Descriptors

- Group Name
- Consistency or Relative Density
- Moisture Condition
- Color
- Particle size descriptor(s) (coarse grained soils only)
- Angularity of coarse grained soils
- Other relevant notes

### Criteria For Descriptors

***Consistency of Fine Grained Soils***

| Consistency | N-Value (uncorrected) |
|---|---|
| Very Soft | < 2 |
| Soft | 2 - 4 |
| Medium Stiff | 5 - 8 |
| Stiff | 9 - 15 |
| Very Stiff | 16 - 30 |
| Hard | > 30 |

***Apparent Density of Coarse Grained Soils***

| Relative Density | N-Value (uncorrected) |
|---|---|
| Very Loose | < 4 |
| Loose | 4 - 10 |
| Medium Dense | 11 - 30 |
| Dense | 31 - 50 |
| Very Dense | > 50 |

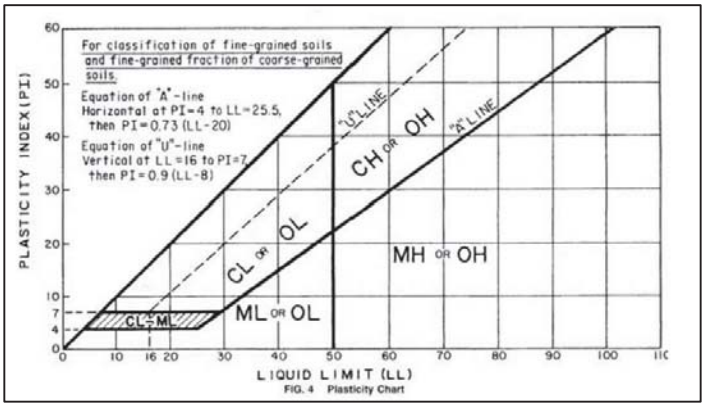
***Moisture Condition***

Dry -Absence of moisture, dusty, dry to the touch.
Moist -Damp, but no visible water.
Wet -Visible free water.

***Definition of Particle Size Ranges***

| Soil Component | Size Range |
|---|---|
| Boulder | > 12 in (300 mm) |
| Cobble | 3 in (75 mm) - 12 in (300 mm) |
| Gravel | No. 4 Sieve (4.75 mm) to 3 in (75 mm) |
| Sand | No. 200 (0.075 mm) to No. 4 Sieves (4.75 mm) |
| Silt | < No. 200 Sieve (0.075 mm)* |
| Clay | < No. 200 Sieve (0.075 mm)* |

*Atterberg limits and chart below to differentiate between silt and clay.




### Notes

***See Soil Boring Information Special Provision.***

SPT (Standard Penetration Test-ASTM D1586):
The number of blows of a 140 lb (63.6 kg) hammer falling 2.5 ft (750 mm) used to drive a 2 in (50 mm) O.D. Split Spoon sampler for a total of 1.5 ft (0.45 m) of penetration.
Written as follows:
first 0.5 ft (0.15 m) - second 0.5 ft (0.15 m) - third 0.5 ft (0.15 m) (ex: 1-3-9)
Note: if the number of blows exceeds 50 before 0.5 ft (0.15 m) of penetration is achieved, the actual penetration rounded to the nearest 0.1 ft (0.03 m) follows the number of blows in parentheses (ex: 12-24-50 (0.09 m), 34-50 (0.4 ft), or 100 (0.3 ft)).WR denotes a zero blow count with the weight of the rods only.
WH denotes a zero blow count with the weight of the rods plus the weight of the hammer.

MC=Moisture Content, LL=Liquid limit, PL=Plastic Limit
-200%=percent soil passing 200 sieve, DD=Dry Density

**Soil Classifications are Based on the Unified Soil Classification System, ASTM D2487 and D2488. Also included are the AASHTO group classifications (M145). Descriptions are based on visual observation, except where they have been modified to reflect results of laboratory tests as deemed appropriate.**

***Angularity of Coarse-Grained Particles***

Angular -Particles have sharp edges and relative plane sides with unpolished surfaces.
Subangular -Particles are similar to angular description, but have rounded edges.
Subrounded-Particles have nearly plane sides, but have no edges.
Rounded -Particles have smoothly curved sides and well-rounded corners and edges.

Example soil description: Sandy FAT CLAY (CH), soft, wet, brown. (A-7)

SK GEOTECHNICAL

# Descriptive Terminology

## Standard D 2487
## Classification of Soils for Engineering Purposes
## (Unified Soil Classification System)

| Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A] | | | | Soil Classification | |
|---|---|---|---|---|---|
| | | | | Group Symbol | Group Name [B] |
| Coarse-Grained Soils More than 50% retained on No. 200 sieve | Gravels More than 50% of coarse fraction retained on No. 4 sieve | Clean Gravels Less than 5% fines [C] | $C_U \geq 4$ and $1 \leq C_C \leq 3$ [E] | GW | Well graded gravel [F] |
| | | | $C_U < 4$ and/or $1 > C_C > 3$ [E] | GP | Poorly graded gravel [F] |
| | | Gravels with Fines More than 12% fines [C] | Fines classify as ML or MH | GM | Silty gravel [F, G, H] |
| | | | Fines classify as CL or CH | GC | Clayey gravel [F, G, H] |
| | Sands 50% or more of coarse fraction passes No. 4 sieve | Clean Sands Less than 5% fines [D] | $C_U \geq 6$ and $1 \leq C_C \leq 3$ [E] | SW | Well graded sand [I] |
| | | | $C_U < 6$ and/or $1 > C_C > 3$ [E] | SP | Poorly graded sand [I] |
| | | Sands with Fines More than 12% fines [D] | Fines classify as ML or MH | SM | Silty sand [G, H, I] |
| | | | Fines classify as CL or CH | SC | Clayey sand [G, H, I] |
| Fine-Grained Soils 50% or more passes the No. 200 sieve | Silts and Clays Liquid Limit less than 50 | Inorganic | PI > 7 and plots on or above "A" line [J] | CL | Lean clay [K, L, M] |
| | | | PI < 4 or plots below "A" line [J] | ML | Silt [K, L, M] |
| | | Organic | Liquid limit – oven dried / Liquid limit – not dried < 0.75 | OL | Organic clay [K, L, M, N] Organic silt [K, L, M, O] |
| | Silts and Clays Liquid limit 50 or more | Inorganic | PI plots on or above "A" line | CH | Fat clay [K, L, M] |
| | | | PI plots below "A" line | MH | Elastic silt [K, L, M] |
| | | Organic | Liquid limit – oven dried / Liquid limit – not dried < 0.75 | OH | Organic clay [K, L, M, P] Organic silt [K, L, M, Q] |
| Highly Organic Soils | | Primarily organic matter, dark in color, and organic odor | | PT | Peat |

[A] Based on the material passing the 3" (75 mm) sieve.

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

[D] Sands with 5 to 12% fines require dual symbols.
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

[E] $C_U = D_{60} / D_{10}$
$C_C = (D_{30})^2 / (D_{10} \times D_{60})$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.
If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.

[G]

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

[M] If soil contains ≥ 30% plus No. 200 predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

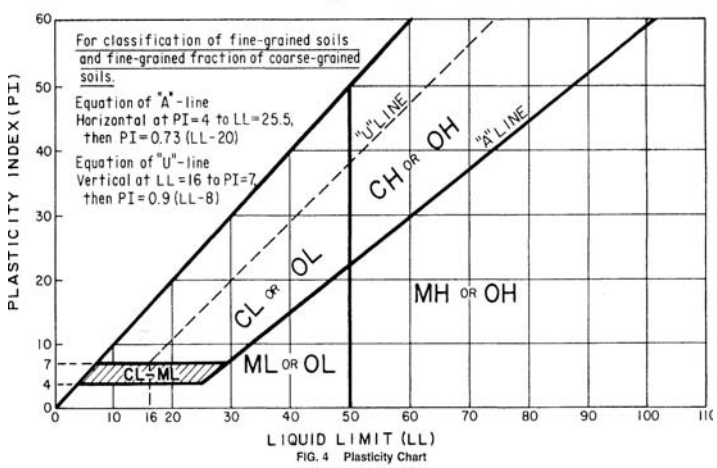


FIG. 4 Plasticity Chart

## Laboratory Tests

| | | | |
|---|---|---|---|
| DD | Dry density, pcf | OC | Organic content, % |
| WD | Wet density, pcf | $P_{200}$ | % passing 200 sieve |
| LL | Liquid limit | PL | Plastic limit |
| PI | Plasticity index | MC | Natural moisture content, % |
| qu | Unconfined compressive strength, psf | | |
| qp | Pocket penetrometer strength, tsf | | |

## Particle Size Identification

| | |
|---|---|
| Boulders | over 12" |
| Cobbles | 3" to 12" |
| Gravel | |
| coarse | 3/4" to 3" |
| fine | No. 4 to 3/4" |
| Sand | |
| coarse | No. 4 to No. 10 |
| medium | No. 10 to No. 40 |
| fine | No. 40 to No. 200 |
| Silt | No. 200 to .005 mm |
| Clay | less than .005 mm |

## Relative Density of Cohesionless Soils

| | |
|---|---|
| very loose | 0 to 4 BPF |
| loose | 5 to 10 BPF |
| medium dense | 11 to 30 BPF |
| dense | 31 to 50 BPF |
| very dense | over 50 BPF |

## Consistency of Cohesive Soils

| | |
|---|---|
| very soft | 0 to 1 BPF |
| soft | 2 to 3 BPF |
| rather soft | 4 to 5 BPF |
| medium | 6 to 8 BPF |
| rather stiff | 9 to 12 BPF |
| stiff | 13 to 16 BPF |
| very stiff | 17 to 30 BPF |
| hard | over 30 BPF |

## Moisture Content (MC) Description

| | |
|---|---|
| rather dry | MC less than 5%, absence of moisture, dusty |
| moist | MC below optimum, but no visible water |
| wet | Soil is over optimum MC |
| waterbearing | Granular or low plasticity soil with free water, typically near or below groundwater table |
| very wet | Cohesive soil, typically near or below groundwater table |

## Drilling Notes

Standard penetration test borings were advanced by 3¼" or 4¼" ID hollow-stem augers, unless noted otherwise. Standard penetration test borings are designated by the prefix "ST" (split tube). Hand auger borings were advanced manually with a 2 to 3" diameter auger to the depths indicated. Hand auger borings are indicated by the prefix "HA."

**Sampling.** All samples were taken with the standard 2" OD split-tube sampler, except where noted. TW indicates thin-walled tube sample. CS indicates California tube sample.

**BPF.** Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they were separated by backslash (/). In very dense/hard strata, the depth driven in 50 blows is indicated.

**WH.** WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

**Note.** All tests were run in general accordance with applicable ASTM standards.

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# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-1**

LOCATION:
See attached sketch.
Northing 506288.3798
Easting 2030293.0243

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/17/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B* | MC (%) | qp | Remarks |
|---|---|---|---|---|---|---|---|
| 3587.8 | 0.0 | OL | Organic Clay Topsoil, 0" to 5". [A-8] | 39 | | | |
| 3587.4 | 0.4 | CL | LEAN CLAY with SAND, very stiff to medium stiff, wet, light brown. [A-6] (Alluvium) | 19 | 26.3 | | ½' to 1½' Gallon Bag Sample<br>LL=34, PL=16, PI=18<br>$P_{200}$=84% |
| | | | | 7 | | | |
| | | | | 9 | | | |
| | | | | 8 | | | |
| | | | | 9 | | | |
| | | | | | 24.2 | | 3' to 4' Gallon Bag Sample |
| 3582.8 | 5.0 | | END OF HAND AUGER BORING<br><br>Water not observed to a depth of 5' in hand auger boring.<br><br>Hand auger boring then backfilled. | | | | *B=blows required to drive 1.2-inch diameter cone each 6-inch increment with 10-pound hammer falling 24 inches. |

HAND AUGER BORING B* MC QP 3707.GPJ LAGNNN06.GDT 10/11/18

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# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-2**

LOCATION:
See attached sketch.
Northing 504564.0310
Easting 2031551.1293

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/17/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B | MC (%) | qp* | Remarks |
|---|---|---|---|---|---|---|---|
| 3577.1 | 0.0 | | | | | | |
| 3576.7 | 0.4 | OL | Organic Clay Topsoil, 0" to 5". [A-8] | 6 | | | Hand auger refusal at 5". Moved west 2' then re-hand augered. Asphalt pavement encountered. |
| | | CL | LEAN CLAY with SAND, medium stiff to soft, wet, brown. [A-6] (Alluvium) | 7 | | < ¼ | |
| | | | | 4 | 30.3 | | 1' to 2' Gallon Bag Sample |
| | | | | 5 | | < ¼ | |
| | | | | 6 | | | |
| | | | | 8 | | | |
| 3574.0 | 3.1 | | | | 26.7 | | 3' to 4' Gallon Bag Sample |
| | | SP | POORLY GRADED SAND, loose, grayish brown, wet, fine- to medium-grained. [A-3] (Alluvium) | | | | |
| 3572.7 | 4.4 | | END OF HAND AUGER BORING - Auger Refusal<br><br>Water not observed to a depth of 4' in hand auger boring.<br><br>Hand auger boring then backfilled. | | | | *qp=pocket penetrometer estimate of unconfined compressive strength, tons per square foot. |

HAND AUGER BORING B MC QP* 3707.GPJ LAGNNN06.GDT 10/11/18

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# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-2A**

LOCATION:
See attached sketch.
Northing 504566.0380
Easting 2031607.9011

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/18/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B | MC (%) | qp | Remarks |
|---|---|---|---|---|---|---|---|
| 3077.5 | 0.0 | | | | | | |
| 3077.2 | 0.3 | OL | Organic Clay Topsoil, 0" to 4". [A-8] | | | | |
| | | CL | LEAN CLAY with SAND, hard to stiff, moist to wet, brown, trace gravels. [A-4] (Alluvium) | 15 | | | |
| | | | | 31 | | | |
| | | | | 27 | 25.6 | 3¾ | 1' to 2' Gallon Bag Sample<br>LL=28, PL=19, PI=9<br>$P_{200}$=78% |
| | | | | 22 | | | |
| | | | | 14 | | 2½ | |
| | | | | 14 | | | |
| | | | | | 25.3 | | 3' to 4' Gallon Bag Sample |
| 3073.5 | 4.0 | | END OF HAND AUGER BORING - Auger Refusal<br><br>Water not observed to a depth of 4' in hand auger boring.<br><br>Hand auger boring then backfilled. | | | | |

HAND AUGER BORING B MC QP 3707.GPJ LAGNNN06.GDT 10/11/18

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# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-3**

LOCATION:
See attached sketch.
Northing 503925.1988
Easting 2031621.3992

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/18/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B | MC (%) | qp | Remarks |
|---|---|---|---|---|---|---|---|
| 3071.8 | 0.0 | OL | Organic Clay Topsoil, 0" to 12". [A-8] | 4<br>5 | | < ¼ | |
| 3070.8 | 1.0 | CL | LEAN CLAY with SAND, medium stiff, wet, brown, trace roots. [A-4] (Alluvium) | 7<br>6<br>7<br>6 | 25.2 | < ¼<br>< ¼ | 1' to 2' Gallon Bag Sample |
| 3068.8 | 3.0 | SM | SILTY SAND, loose, wet, olive brown, fine- to medium-grained. [A-2] (Alluvium) | | 31.9 | | 3' to 4' Gallon Bag Sample |
| 3066.8 | 5.0 | | END OF HAND AUGER BORING<br><br>Water not observed to a depth of 5' in hand auger boring.<br><br>Hand auger boring then backfilled. | | | | |

HAND AUGER BORING B MC QP 3707.GPJ LAGNNN06.GDT 10/11/18

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# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-4**

LOCATION:
See attached sketch.
Northing 503739.1696
Easting 2031624.5501

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/18/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B | MC (%) | qp | Remarks |
|---|---|---|---|---|---|---|---|
| 3071.1 | 0.0 | OL | Organic Clay Topsoil, 0" to 12". [A-8] | 4 | | | |
| | | | | 4 | | | |
| 3070.1 | 1.0 | SM | SILTY SAND, loose, wet, brown, fine- to medium-grained, trace roots. [A-2] (Alluvium) | 7 | 28.8 | | 1' to 2' Gallon Bag Sample<br>LL=NP,PL=NP,PI=NP<br>$P_{200}$=34% |
| | | | | 9 | | | |
| | | | | 11 | | | |
| | | | | 7 | | | |
| | | | | | 37.9 | | 3' to 4' Gallon Bag Sample |
| 3066.1 | 5.0 | | END OF HAND AUGER BORING<br><br>Water not observed to a depth of 5' in hand auger boring.<br><br>Hand auger boring then backfilled. | | | | |

HAND AUGER BORING B MC QP 3707.GPJ LAGNNN06.GDT 10/11/18

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# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-5**

LOCATION:
See attached sketch.
Northing 508580.8891
Easting 2032741.9840

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/17/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B | MC (%) | qp | Remarks |
|---|---|---|---|---|---|---|---|
| 3609.0 | 0.0 | | | | | | |
| | | OL | Organic Clay Topsoil, 0" to 6". [A-8] | 50-4" | | | |
| 3608.5 | 0.5 | | | | | | |
| | | | LEAN CLAY with SAND, hard to medium stiff, moist to wet, olive brown, trace roots. [A-6] (Alluvium) | 50-5" | | | 0.5' to 1.5' Gallon Bag Sample |
| | | | | 7 | 14.4 | < ½ | |
| | | | | 6 | | | |
| | | | | 7 | | | |
| | | CL | | 6 | | < ½ | |
| | | | | | 20.9 | | 3' to 4' Gallon Bag Sample |
| 3604.0 | 5.0 | | | | | | |
| | | | END OF HAND AUGER BORING<br><br>Water not observed to a depth of 5' in hand auger boring.<br><br>Hand auger boring then backfilled. | | | | |

HAND AUGER BORING B MC QP 3707.GPJ LAGNNN06.GDT 10/11/18

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Fax: 406.652.3944

# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-6**

LOCATION:
See attached sketch.
Northing 506974.9591
Easting 2033350.6323

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/17/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B | MC (%) | qp | Remarks |
|---|---|---|---|---|---|---|---|
| 3584.2 | 0.0 | OL | Organic Clay Topsoil, 0" to 9". [A-8] | 50-4" | | | |
| 3583.4 | 0.8 | | | 50-3" | | | |
| | | CL | LEAN CLAY with SAND, hard to very stiff, moist, light brown, trace roots. [A-6] (Alluvium) | 50-5" | 13.5 | | 1' to 2' Gallon Bag Sample<br>LL=33, PL=20, PI=13<br>$P_{200}$=84% |
| | | | | 49 | | | |
| | | | | 30 | | | |
| | | | | 19 | | 1½ | |
| | | | | | 18.0 | | 3' to 4' Gallon Bag Sample |
| 3579.2 | 5.0 | | END OF HAND AUGER BORING<br><br>Water not observed to a depth of 5' in hand auger boring.<br><br>Hand auger boring then backfilled. | | | | |

HAND AUGER BORING B MC QP 3707.GPJ LAGNNN06.GDT 10/11/18

SK GEOTECHNICAL
2511 Holman Avenue
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

# LOG OF HAND AUGER BORING

PROJECT: 18-3707S
**GEOTECHNICAL EVALUATION**
Highway 78 Path and Walks
Columbus, Montana

BORING: **HA-7**

LOCATION:
See attached sketch.
Northing 505557.2804
Easting 2032633.3536

DRILLED BY: C. Binstock | METHOD: Visual and Manual | DATE: 7/17/18 | SCALE: 1" = 1'

| Elev. | Depth | Symbol | Description of Materials | B | MC (%) | qp | Remarks |
|---|---|---|---|---|---|---|---|
| 3579.5 | 0.0 | OL | Organic Clay Topsoil, 0" to 7". [A-8] | 50 | | | Note: Soils were logged to 8". Dynamic cone penetrometer test was extended to 3'. Soils below 0.7' were not observed. |
| 3578.9 | 0.6 | | | | | | |
| 3578.8 | 0.7 | | FILL: Clayey Gravel, very dense to medium dense, moist, brown. [A-2] | 50-3½" | | | |
| | | | END OF HAND AUGER BORING - Auger Refusal | 47 | | | Hand shoveling was also attempted. |
| | | | Moved 3' east. Auger refusal at 5". | 22 | | | |
| | | | Water not observed to a depth of 8"' in hand auger boring. | 14 | | | |
| | | | Hand auger boring then backfilled. | 12 | | | |

HAND AUGER BORING B MC QP 3707.GPJ LAGNNN06.GDT 10/11/18

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# LOG OF BORING

**Boring 9449-ST-8**



| | | | | |
|---|---|---|---|---|
| **Project:** Highway 78 Path and Walks | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 503443.6 ft<br>**Coordinates** E: 2031595.9 ft | **Station:** 202 + 14<br>**Offset:** 15 ft L |
| **Project Number:** TA 48(54) | **UPN:** 9449 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3585.1 ft |
| **Date Started:** 4/26/19 | **Date Finished:** 4/26/19 | **Drilling Fluid:** None | **Location Source:** Handheld GPS, Uncorrected | **Elevation Source:** S.S. Survey |
| **Driller:** C. Larsen<br>**Logger:** B. Western | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 2S 20W 27 - CBB | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | FILL, PMS 0" to 6". | 0.5<br>*3584.6* | 11 | | | | | |
| | | | 67 | | 11 - 12 - 18 | | FILL, Poorly-Graded GRAVEL with sand (GP), medium dense, brown to gray, moist, fine to coarse grained, subangular, [A-1]. 6" to 15½" Base coarse. | 1.3<br>*3583.8* | 14 | | | | | |
| | | | 67 | | 7 - 9 - 10 | | FILL, Clayey GRAVEL with sand (GC), medium dense, gray, moist, fine to coarse grained, subrounded, [A-2]. | 3.0<br>*3582.1* | 21 | | | | | Pen: 1.5 tsf |
| 5<br>*3580.1* | | | 67 | | 7 - 7 - 6 | | FILL, Lean CLAY with sand and gravel (CL), stiff to very stiff, olive to dark gray, moist, [A-6]. | | | | | | | |
| | | | 94 | | 4 - 8 - 13 | | FILL, Clayey GRAVEL with sand (GC), medium dense to dense, brown, moist, fine to coarse grained, subangular, [A-2]. | 6.5<br>*3578.6* | 17 | | | | | Pen: 4+ tsf |
| 10<br>*3575.1* | | | 89 | | 9 - 8 - 12 | | | | 11 | | | | | |
| | | | 83 | | 20 - 24 - 19 | | | | 3 | | | | | |
| 15<br>*3570.1* | | | 61 | | 6 - 8 - 12 | | | | 6 | | | | | |
| | | | | | | | Poorly-Graded SAND with gravel (SP), medium dense, dark brown, moist, fine grained, rounded, [A-1]. (Alluvium). | 14.5<br>*3570.6* | | | | | | |
| | | | | | | | Silty CLAY with gravel (CL-ML), soft, light brown to gray, moist to wet, [A-4]. layers of silt and sand below 22'. (Alluvium). | 17.3<br>*3567.8* | 34 | | | | | |
| 20<br>*3565.1* | | | 94 | | 5 - 2 - 2 | | | | 10 | | | | | |
| | | | | | | | Poorly-Graded GRAVEL with silt and sand (GP-GM), very dense, gray to brown, moist to wet, fine to coarse grained, subrounded, [A-1]. (Alluvium). | 22.3<br>*3562.8* | | | | | | |
| | | | 100 | | 6 - 50/0.4ft | | SHALE, gray, fine grained, very thinly bedded, very soft to soft field hardness. | 24.5<br>*3560.6* | | | | | | |
| | | | | | | | Boring Depth: 24.9 ft, *Elevation: 3560.2 ft* | 24.9<br>*3560.2* | | | | | | |

| *Water Level Observations* | | |
|---|---|---|
| ▽ After Drilling: **Not Encountered, Augers In** | ▽ During Drilling: **Not Encountered**<br>▼ After Drilling: **Not Encountered, Augers Out** | Remarks: Water not observed to dry cave-in depth of 16' immediately after withdrawal of auger. |

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SK GEOTECHNICAL

# LOG OF BORING

**Boring 9449-ST-9**



| | | | | |
|---|---|---|---|---|
| **Project:** Highway 78 Path and Walks | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 503662.0 ft<br>**Coordinates** E: 2031594.0 ft | **Station:** 204 + 32<br>**Offset:** 15 ft L |
| **Project Number:**<br>TA 48(54) | **UPN:**<br>9449 | **Boring Diameter:**<br>9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3581.9 ft |
| **Date Started:**<br>4/25/19 | **Date Finished:**<br>4/25/19 | **Drilling Fluid:**<br>None | **Location Source:**<br>Handheld GPS, Uncorrected | **Elevation Source:**<br>S.S. Survey |
| **Driller:** C. Larsen<br>**Logger:** B. Western | | **Abandonment Method:**<br>Backfilled with Cuttings | **Township, Range, and Section:**<br>2S 20W 27 - CBB | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | FILL, PMS, 0" to 5¾". | 0.5<br>*3581.4* | 7 | | | | | |
| | | | 83 | | 15 - 23 - 13 | | FILL, Poorly-Graded GRAVEL with sand (GP), dense, light brown, moist, fine to coarse grained, subangular to subrounded, [A-1]. 5¾" to 18½" Base Coarse. | 1.5<br>*3580.4* | 8 | | | | | |
| | | | 67 | | 4 - 9 - 9 | | | | | | | | | |
| | | | | | | | FILL, Clayey GRAVEL with sand (GC), medium dense to loose, dark gray, moist, fine to coarse grained, subrounded to subangular, [A-2]. | | 20 | | | | |
| 5<br>*3576.9* | | | 72 | | 12 - 11 - 14 | | | | | | | | | |
| | | | | | | | | | 6 | | | | | |
| | | | 61 | | 8 - 8 - 9 | | | | | | | | | |
| | | | | | | | | | 7 | | | | | |
| 10<br>*3571.9* | | | 78 | | 4 - 14 - 24 | | | | | | | | | |
| | | | | | | | | | 14 | | | | | |
| | | | 67 | | 4 - 5 - 3 | | Silty CLAY (CL-ML), medium stiff to soft, brown, moist to wet, [A-4]. layers of silt and sand below 13½'. (Alluvium). | 12.0<br>*3569.9* | 35 | | NP | 74 | | |
| | | | | | | | | | 27 | | | | | |
| 15<br>*3566.9* | | | 78 | | 2 - 2 - 4 | | Poorly-Graded SAND with clay (SP-SC), loose, brown, moist to wet, fine grained, rounded, [A-2]. (Alluvium). | 14.5<br>*3567.4* | | | | | | |
| | | | | | | | | 15.5<br>*3566.4* | | | | | | |
| | | | | | | | Poorly-Graded GRAVEL with silt and sand (GP-GM), dense, dark brown, wet, fine to coarse grained, rounded to angular, [A-1]. (Alluvium). | | 13 | | | | |
| 20<br>*3561.9* | | | 72 | | 25 - 10 - 25 | | | | | | | | | |
| | | | | | | | SHALE, gray, fine grained, very thinly bedded, very soft to soft field hardness. | 20.5<br>*3561.4* | 10 | | | | | |
| | | | 100 | | 50/0.3ft | | | 21.8<br>*3560.1* | | | | | | |

Boring Depth: 21.8 ft, *Elevation: 3560.1 ft*

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***Water Level Observations***

- During Drilling: **Not Encountered**
- After Drilling: **Not Encountered, Augers In**
- After Drilling: **Not Encountered, Augers Out**

Remarks: Water not observed to wet cave-in depth of 14.2' after withdrawal of auger

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# LOG OF BORING

**Boring 9449-ST-10**



| | | | | |
|---|---|---|---|---|
| **Project:** Highway 78 Path and Walks | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 503837.9 ft<br>**Coordinates** E: 2031591.8 ft | **Station:** 206 + 08<br>**Offset:** 16 ft L |
| **Project Number:** TA 48(54) | **UPN:** 9449 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3580.2 ft |
| **Date Started:** 4/25/19 | **Date Finished:** 4/25/19 | **Drilling Fluid:** None | **Location Source:** Handheld GPS, Uncorrected | **Elevation Source:** S.S. Survey |
| **Driller:** C. Larsen<br>**Logger:** B. Western | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 2S 20W 27 - CBB | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | FILL, PMS 0" to 5½". | 0.5<br>*3579.7* | 11 | | | | | |
| | | | 89 | | 15 - 17 - 10 | | FILL, Poorly-Graded GRAVEL with silt (GP-GM), medium dense, light brown to gray, moist, fine to coarse grained, angular, [A-2]. 5½" to 13¾" Base Coarse. | 1.2<br>*3579.0* | 7 | | | | | |
| | | | 56 | | 8 - 13 - 20 | | | 2.5<br>*3577.7* | | | | | | |
| | | | | | | | FILL, Sandy Lean CLAY with gravel (CL), very stiff, dark gray to brown, moist, [A-6]. | 4.0<br>*3576.2* | 8 | | | | | |
| 5<br>*3575.2* | | | 78 | | 7 - 10 - 8 | | FILL, Clayey GRAVEL with sand (GC), dense, dark gray to brown, moist, fine to coarse grained, subrounded to subangular, [A-2]. | | | | | | | |
| | | | | | | | FILL, Lean CLAY with gravel and sand (CL), very stiff, dark gray to olive, moist, [A-6]. | 6.5<br>*3573.7* | 8 | | | | | |
| | | | 83 | | 10 - 20 - 20 | | FILL, Clayey GRAVEL with sand (GC), dense, gray, moist, fine to coarse grained, subrounded to subangular, [A-2]. | 8.5<br>*3571.7* | 19 | | | | | |
| 10<br>*3570.2* | | | 67 | | 3 - 2 - 2 | | Silty CLAY (CL-ML), soft, brown, moist to wet, [A-4]. layers of silt and sand below 13½'. (Alluvium). | | 10 | 21 | 16 | 37 | | |
| | | | | | | | | | 35 | | | | | |
| | | | 100 | | 1 - 2 - 1 | | | | 8 | | | | | |
| 15<br>*3565.2* | | | 72 | | 8 - 11 - 12 | | Poorly-Graded GRAVEL with silt and sand (GP-GM), medium dense to dense, brown, wet, fine to coarse grained, subrounded to subangular, [A-1]. (Alluvium). | 14.5<br>*3565.7* | | | | | | |
| | | | | | | | | | 9 | | | | | |
| 20<br>*3560.2* | | | 50 | | 6 - 11 - 34 | | | | 17 | | | | | |
| | | | 100 | | 50/0.3ft | | SHALE, gray, fine grained, very thinly bedded, very soft to soft field hardness. | 20.5<br>*3559.7* | | | | | | |
| | | | | | | | | 20.8<br>*3559.4* | | | | | | |

Boring Depth: 20.8 ft, *Elevation: 3559.4 ft*

| *Water Level Observations* | |
|---|---|
| After Drilling: **Not Encountered, Augers In** | During Drilling: **Not Encountered**<br>After Drilling: **Not Encountered, Augers Out** |

Remarks: Water not observed to dry cave-in depth of 13.6' after withdrawal of auger.

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# LOG OF BORING

**Boring 9449-ST-11**



| | | | | |
|---|---|---|---|---|
| **Project:** Highway 78 Path and Walks | | **Rig:** Diedrich D-120<br>**Hammer:** Auto | **Boring Location** N: 503440.8 ft<br>**Coordinates** E: 2031677.9 ft | **Station:** 202 + 10<br>**Offset:** 67 ft R |
| **Project Number:** TA 48(54) | **UPN:** 9449 | **Boring Diameter:** 7¼" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3570.3 ft |
| **Date Started:** 4/24/19 | **Date Finished:** 4/24/19 | **Drilling Fluid:** None | **Location Source:** Handheld GPS, Uncorrected | **Elevation Source:** S.S. Survey |
| **Driller:** S. Robertson<br>**Logger:** B. Western | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 2S 20W 27 - CBB | |

| Depth (ft) Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 67 | | 2 - 1 - 2 | | TOPSOIL, CLAY with organic soil (OL), soft, dark brown, moist. [A-8]. | 0.6<br>*3569.7* | 26 | | | | | |
| | | | 39 | | 1 - 2 - 2 | | Silty CLAY (CL-ML), soft, dark brown, moist to wet, [A-4]. layers of silt and sand below 3½'. (Alluvium). | | 31<br>14 | | NP | 16 | | |
| 5<br>*3565.3* | | | 50 | | 2 - 1 - 16 | | | | 31 | | | | | |
| | | | 47 | | 10 - 18 - 50/0.4ft | | Poorly-Graded GRAVEL with silt, sand, cobbles, and boulders (GP-GM), dense to very dense, olive, moist to wet, fine to coarse grained, subangular, [A-1]. (Alluvium). | 5.5<br>*3564.8* | 7 | | | | | |
| 10<br>*3560.3* | | | 100 | | 50/0.2ft | | | | 17 | | | | | |
| | | | 100 | | 50/0.3ft | | SHALE, gray, fine grained, very thinly bedded, very soft to soft field hardness. | 10.5<br>*3559.8* | 17 | | | | | |
| | | | 100 | | 50/0.5ft | | | 14.5<br>*3555.8* | 23 | | | | | |

Boring Depth: 14.5 ft, *Elevation: 3555.8 ft*

| *Water Level Observations* | |
|---|---|
| After Drilling: **14.8 ft** *(3555.5 ft), Augers In* | During Drilling: **7.3 ft** *(3563.0 ft)* |
| | After Drilling: **5.8 ft** *(3564.5 ft), Augers Out* |

Remarks: Water not observed to wet cave-in depth of 8.3 immediately after withdrawal of auger.

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SK GEOTECHNICAL

# LOG OF BORING

**Boring 9449-ST-12**



| | | | | |
|---|---|---|---|---|
| **Project:** Highway 78 Path and Walks | | **Rig:** Diedrich D-120<br>**Hammer:** Auto | **Boring Location** N: 503658.3 ft<br>**Coordinates** E: 2031687.6 ft | **Station:** 204 + 28<br>**Offset:** 79 ft R |
| **Project Number:** TA 48(54) | **UPN:** 9449 | **Boring Diameter:** 7¼" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3571.6 ft |
| **Date Started:** 4/24/19 | **Date Finished:** 4/24/19 | **Drilling Fluid:** None | **Location Source:** Handheld GPS, Uncorrected | **Elevation Source:** S.S. Survey |
| **Driller:** S. Robertson<br>**Logger:** B. Western | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 2S 20W 27 - CBB | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 39 | | 1 - 1 - 1 | | TOPSOIL, CLAY with organic soil (OL), soft, dark brown, moist. [A-8]. (Alluvium). | 0.5<br>*3571.1* | 41 | | | | | |
| | | | 67 | | 1 - 1 - 2 | | Silty CLAY (CL-ML), soft, brown to olive, moist to wet, [A-4]. layers of silt and sand below 4'. (Alluvium). | | 24<br>25 | 22 | 17 | 68 | | |
| 5<br>*3566.6* | | | 67 | | 2 - 1 - 1 | | | | 39 | | | | | |
| | | | 44 | | 16 - 17 - 23 | | Poorly-Graded GRAVEL with silt, sand, cobbles, and boulders (GP-GM), dense to very dense, brown to olive, moist, fine to coarse grained, subangular, [A-1]. (Alluvium). | 6.5<br>*3565.1* | 9 | | NP | 8 | | |
| 10<br>*3561.6* | | | 100 | | 16 - 46 - 50/0.3ft | | | | 14 | | | | | |
| | | | 22 | | 27 - 41 - 36 | | | | 10 | | | | | |
| | | | 100 | | 50/0.3ft | | SHALE, gray, fine grained, thinly bedded, very soft to soft field hardness. | 13.5<br>*3558.1* | 15 | | | | | |
| | | | | | | | Boring Depth: 14.3 ft, *Elevation: 3557.3 ft* | 14.3<br>*3557.3* | | | | | | |

| *Water Level Observations* | |
|---|---|
| ▽ During Drilling: **Not Encountered** | Remarks: Water not observed to dry cave-in depth of 7.5' immediately after withdrawal of auger. |
| ▼ After Drilling: **Not Encountered, Augers In** | ▼ After Drilling: **Not Encountered, Augers Out** |

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# STANDARD PROVISIONS INDEX

**FEDERAL AID PROJECTS** CONTAINS

Federal Wage Rates (Rev. 1-7-2022)..... 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: MT20220079 01/07/2022

Superseded General Decision Number: MT20210079

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.Modification Number

Publication Date

0 01/07/2022

* 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 Pay +$2.50
Zone 3: Over 50 miles - Base Pay +$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; Riprapper; 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; Dump man (Grade man); 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; Pumpman.

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; Dump man; Dump Trucks and Similar Equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/ Tire person; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Parts man, Cardex and Warehouse Expeditor; Water Trucks.

TRUCK DRIVER ZONE PAY:

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

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

ZONE 3: Over 50 miles - Base Pay +$3.00

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury, or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers:

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

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

Survey Rate Identifiers:

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

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

Union Average Rate Identifiers:

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications: however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

be:

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

Write to:

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

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

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

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

Effective 02-10-22

**"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.

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**APPENDIX A**

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

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

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

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

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

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