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 June 9, 2022. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

HSIP 8199(161) SF 199 Mary Jane Broadway Intersection

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 #04622
AWARDED ON: JUNE 23, 2022
TO: KNIFE RIVER CORPORATION

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Malcolm “Mack” Long
Director of Transportation

Contract No.04622
SEH:ST:9920000AWD-102

AWARD COPY

CURRENT QUESTIONS & ANSWERS

102 - SF 199 MARY JANE BROADWAY INTERSECTION - June 09, 2022

Notifications

No Notices available for this project.

Addendums

No Addendums available for this project.

Clarifications

-1-

Submitted: 03-JUN-2022 11:05 AM

New Federal Wage Rates, General Decision Number: MT20220080, are now in effect and hereby replace General Decision Number: MT20220079 found in the advertised proposal. **WAGE RATES** **(See end of Q&A)**

Special 102-7 Zone Pay is hereby removed from the contract.

-2-

Submitted: Monday 06-JUN-2022 03:35 PM

The following special provisions are hereby part of this contract:**. ANCILLARY STRUCTURES**

-(See end of Q&A)

-3-

Submitted: Tuesday 07-JUN-2022 03:48 PM

The Traffic Control Rate Schedule has been updated and the new rate schedule will be effective for the June 9, 2022 Letting. **UPDATED TRAFFIC CONTROL RATE SCHEDULE** The link for the Traffic Control Rate Schedule is located in Special 102-2 in the Contract Documents and will be correct at the time of award.

Questions

-1-

Submitted: Monday 16-MAY-2022 01:37 PM

Company: PEC

Contact: Estimator

Due to potential conflicts with existing overhead & underground utilities and creek bed to traffic signal and light pole locations, would it be possible to stake all of the traffic signal and street light foundations prior to bid? Please clarify the foundation size for pole #4 in the pole schedule of page E9. The size in the schedule conflicts with the detail on page E6.

Answer:

Submitted: Wednesday 18-MAY-2022 08:36 AM

MDT will stake all signal and luminaire pole foundations on the project prior to bid. This will be for bidding purposes only and final layout will take place after award as requested by the contactor. Any conflict between sheets E6 and E9 regarding the foundation for pole #4, sheet E6 will take precedence.

-2-

Submitted: Thursday 26-MAY-2022 04:15 PM

Company: Kiewit Infrastructure

Contact: Mike George

48" Sump at Station 459+72.99 appears to be in direct conflict with Natural Gas and Underground Power. Project Specials suggest that both utilities will be outside the edge of excavation. Excavation for sumps will be a minimum of 8'10" diameter per sump detail on sheet 20.

What size Gas line is shown, and have the actual physical locations of the gas and power been

CURRENT QUESTIONS & ANSWERS

verified. If so please provide the actual distance from edge of utility to center of Sump.
Answer
Submitted: Friday 03-JUN-2022 11:15 AM
The 2” plastic gas line stops 8’ East of the center of sump in question.

The existing power drop coming off the new pole has been re-routed knowing the sump excavation. The overhead power line that crosses Mary Jane still needs to go underground from the new pole to the West of Mary Jane, under the roadway and then overhead again. Both Power Drops should be out of conflict with the sump excavation.
-3-
Submitted: Tuesday 31-MAY-2022 08:58 AM
Company: Kiewit Infrastructure
Contact: Mike George
Can MDT stake the center of all sumps & man holes, also if possible, please include elevation of existing grade at each location on the stakes.
Asnwer
Submitted: Thursday 02-JUN-2022 08:50 AM
MDT will stake center of all sumps and manholes as requested. This will be for bidding purposes only and final layout will take place after award as requested by the contractor

"General Decision Number: MT20220080 06/03/2022

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 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. 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 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	06/03/2022

SUMT2022-001 04/01/2022

	Rates	Fringes
CARPENTER		
Carpenter/Piledriverman	$ 35.00	13.82
Millwright	$ 39.68	14.27
CEMENT MASON/CONCRETE FINISHER	$ 32.44	16.03
DIVER		
Diver Tender	$ 43.98	17.84
Diving	$ 89.96	17.84
Stand-By	$ 44.98	17.84

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing 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.

ELECTRICIAN (LINE CONSTRUCTION)		
Equipment Operator	$ 37.26	18.06
Groundman	$ 29.09	17.13
Lineman	$ 48.65	19.30
ELECTRICIAN		
All Areas	$ 37.94	19.42
IRONWORKER	$ 29.54	24.49

LABORER

Group 1.....	$ 26.90	12.00
Group 2.....	$ 29.97	12.00
Group 3.....	$ 30.19	12.00
Group 4.....	$ 31.18	12.00

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 Hoseman; Tool Checker and Houseman; Traffic Control Worker

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

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

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).....$ 34.95 12.47

POWER EQUIPMENT OPERATOR:

Group 1.....	$ 31.52	12.40
Group 2.....	$ 33.55	12.40
Group 3.....	$ 34.66	12.40
Group 4.....	$ 35.60	12.40
Group 5.....	$ 36.94	12.40
Group 6.....	$ 38.13	12.40
Group 7.....	$ 40.73	12.40

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)

TRUCK DRIVER

Group 1.....	$ 27.39	12.20
Group 2.....	$ 34.70	12.20

Group 1: Pilot Car

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

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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: https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

* an existing published wage determination

* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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"

1. ANCHOR BOLT TENSIONING FOR ANCILLARY STRUCTURES

A. Description. Anchor bolt/nut installation requirements for all traffic structures designed in accordance with “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals”. Not applicable to breakaway connections.

B. Definitions:

1) Double nut connections: Base plate connections having a leveling nut/washer below the plate and a washer/nut above the plate.

2) Star tightening pattern: A pattern where the nuts on opposite or near opposite sides of the anchor bolt circle are successively tightened in a pattern resembling a star.

3) Wrench tightened anchor nut: The maximum nut rotation resulting from the effort of one person using a 12-inch-long wrench. (Applicable to anchor nuts only).

C. Construction Requirements. Install anchor bolts in anchor base connections in accordance with Section 15 of the current edition of the LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and as specified in this special provision.

1) Pretension double nut connections to the following procedure.

a) Clean and lubricate the exposed threads of anchor bolts and nuts with beeswax.

b) Align leveling nuts to same elevation and place hardened structural washers atop. Ensure the distance between the bottom of the leveling nut and the top of the foundation is not more than the rod diameter.

c) Set base plate, structural washers and install top nuts.

d) Wrench tighten the top nuts in a star pattern.

e) Wrench tighten the leveling nuts in a star pattern.

f) Tighten top nuts to snugging torque in a star pattern.

g) Mark the reference position of each top nut with a suitable marking on one flat, with a corresponding reference mark on the base plate at each bolt.

h) Incrementally turn the top nuts using a star pattern until achieving the required nut rotating specified in the table below. Turn the nuts in at least two full tightening cycles.

Anchor Rod Diameter (inch)	Nut Rotation[1, 2]	
	ASTM F1554 Grade 36	ASTMs F1554 Grade 55 and 105
≤ 1 1/2	1/6 turn	1/3 turn
>1 1/2	1/12 turn	1/6 turn

[1] Nut rotation is relative to anchor bolt. The tolerance is plus 20 degrees

[2] Use a beveled washer if the nut is not in firm contact with the base plate or if the outer face of the base plate is sloped more than 1:40.

i) Check the installation by applying the verification torque to the top nut. Notify the project manager if the verification torque cannot be achieved.

2) For galvanized anchor rods, apply 110% of the verification torque after 48 hours but not more than 96 hours after the initial pre-tensioning.

	ASTM F1554 Grade 36		ASTM F1554 Grade 55		ASTM F1554 Grade 105	
Diameter (inch)	Snugging Torque (ft-lbf)	Verification Torque (ft-lbf)	Snugging Torque (ft-lbf)	Verification Torque (ft-lbf)	Snugging Torque (ft-lbf)	Verification Torque (ft-lbf)
1	50	180	70	280	120	460
1 1/8	70	250	100	390	170	650

1 ¼	90	360	140	550	230	910
1 3/8	120	470	180	720	300	1,200
1 ½	160	620	240	950	400	1,590
1 ¾	250	970	380	1,500	630	2,500
2	370	1,450	570	2,250	940	3,750
2 ¼	530	2,120	830	3,290	1,380	5,490
2 ½	730	2,900	1,130	4,500	1,880	7,500
2 ¾	990	3,940	1,530	6,110	2,550	10,180
3	1,300	5,200	2,020	8,060	3,360	13,430
3 ¼	1,680	6,700	2,600	10,390	4,330	17,310
3 ½	2,120	8,460	3,280	13,120	5,470	21,870
3 ¾	2,630	10,510	4,080	16,300	6,790	27,160
4	3,220	12,860	4,990	19,950	8,320	33,250

3) Method of Measurement and Basis of Payment. Work associated with this special provision is not measured for payment. Include the cost in the bid item associated with the structure.

2. STRUCTURAL BOLTING OF ANCILLARY STRUCTURES

The following applies to structural supports for highway signs, luminaires, and traffic signals having high strength bolted connections consisting of solid steel plies: Install and pretension high strength bolts in accordance with Section 556, except that pre-installation verification is not required for turn of the nut, Direct Tension Indicator (DTI), or Tension Control Bolts (twist-off). Not applicable to breakaway connections.

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 04622

PROJECT: HSIP 8199(161) (9920161000)
SF 199 MARY JANE BROADWAY INTERSECTION

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
	SECTION 0001 - TRAFFIC SIGNALS & LIGHTING			
0010	104 030 010	MISCELLANEOUS WORK	UNIT	10,000.00
0020	104 030 013	MISCELLANEOUS ITEMS-HOUR	HOUR	30.00
0030	104 030 025	MISCELLANEOUS ITEMS-INSTALL	EACH	1.00
0040	109 200 005	MOBILIZATION	LS	1.00
0050	203 020 100	EXCAVATION-UNCLASSIFIED	CUYD	1,245.00
0060	203 020 310	SPECIAL BORROW-NEAT LINE	CUYD	570.00
0070	203 080 100	TOPSOIL-SALVAGING AND PLACING	CUYD	176.00
0080	208 010 000	BMP ADMINISTRATION-LS	LS	1.00
0090	208 010 200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0100	301 020 340	CRUSHED AGGREGATE COURSE	CUYD	438.00
0110	401 020 055	COMMERCIAL MIX-3/8 IN-PG 64-28	TON	478.00
0120	402 020 315	EMULSIFIED ASPHALT-TACK COAT	GAL	115.00
0130	409 000 000	FINAL SWEEP AND BROOM	CRMI	0.40
0140	603 014 242	ADJUST VALVE BOX	EACH	3.00
0150	603 017 040	STORM DRAIN PIPE-12 IN	LNFT	16.00
0160	603 017 070	STORM DRAIN PIPE-30 IN	LNFT	60.00
0170	604 010 302	MANHOLE STRUCTURE BASE 48 IN (1220 MM)	EACH	2.00
0180	604 010 660	MANHOLE LID AND FRAME	EACH	4.00
0190	604 010 661	CURB INLET FRAME AND GRATE	EACH	2.00
0200	608 010 020	SIDEWALK-CONCRETE 4 IN	SQYD	229.90
0210	608 010 112	DECORATIVE CONCRETE	SQYD	246.60
0220	608 010 125	DETEC WARNING DEVICES-TYPE 1	SQYD	2.80
0230	609 010 030	CURB-CONC MEDIAN TYPE A	LNFT	757.60
0240	609 010 200	CURB AND GUTTER-CONC	LNFT	646.00
0250	609 010 209	REMOVE MEDIAN CURB	LNFT	304.50
0260	609 010 305	REMOVE CURB AND GUTTER	LNFT	561.90
0270	610 100 101	SEEDING AREA NO 1	ACRE	0.30
0280	610 100 326	FERTILIZING AREA NO 1	ACRE	0.30
0290	610 100 555	CONDITION SEEDBED SURFACE	ACRE	0.30
0300	616 343 914	CONDUIT-PLASTIC 1 1/2 IN	LNFT	70.00
0310	616 343 920	CONDUIT-PLASTIC 2 IN	LNFT	1,281.00
0320	616 343 924	CONDUIT-PLASTIC 2 1/2 IN	LNFT	205.00
0330	616 343 930	CONDUIT-PLASTIC 3 IN	LNFT	323.00
0340	616 783 006	PULL BOX-COMPOSITE TYPE 1	EACH	1.00
0350	616 783 007	PULL BOX-COMPOSITE TYPE 2	EACH	8.00
0360	616 783 008	PULL BOX-COMPOSITE TYPE 3	EACH	2.00
0370	617 000 000	FOUNDATION-CONCRETE	CUYD	25.13
0380	617 033 212	CABLE-COPPER 3AWG12-600V	LNFT	185.00
0390	617 033 414	CABLE-COPPER 7AWG14-600V	LNFT	140.00
0400	617 033 614	CABLE-COPPER 12AWG14-600V	LNFT	530.00
0410	617 123 106	CONDUCTOR-COPPER AWG6-600V	LNFT	3,500.00
0420	617 123 108	CONDUCTOR-COPPER AWG8-600V	LNFT	1,700.00
0430	617 123 110	CONDUCTOR-COPPER AWG10-600V	LNFT	566.00
0440	617 183 057	STANDARD-STL TYPE 10-A-500-7	EACH	5.00
0450	617 185 056	STANDARD-STL TYPE 10-A-500-6	EACH	1.00
0460	617 233 030	CONTROLLER-CAB PEDESTAL TYPE P	EACH	1.00
0470	617 303 300	HIGH EFFICACY LUMINAIRE LED	EACH	8.00

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0480	617 333 100	SERV ASSEMBLY	EACH	2.00
0490	617 503 130	SIG-TRAF 3 COL-1 WAY 12-12-12	EACH	7.00
0500	617 513 125	SIG TRAF 4 COL 1 W 12-12-12-12	EACH	5.00
0510	617 553 020	SIG-PEDESTRIAN TYPE 2	EACH	2.00
0520	617 573 080	LED EMBEDDED SIGN	EACH	1.00
0530	617 605 040	CONTLR/TRAF-ACTUATOR	EACH	1.00
0540	617 673 100	SIG STANDARD TYPE 1-100	EACH	1.00
0550	617 673 140	SIG STANDARD TYPE 1-140	EACH	1.00
0560	617 695 503	SIG STANDARD TYPE 2-A-500-3	EACH	1.00
0570	617 715 099	SIG STANDARD TYPE 3-A-900-9	EACH	1.00
0580	617 715 100	SIG STANDARD TYPE 3-A-900-0	EACH	1.00
0590	617 763 101	DETECTOR LOOP	EACH	1.00
0600	617 763 500	DETECTOR-RADAR/PRESENCE	EACH	3.00
0610	617 763 510	DETECTOR-RADAR/ADVANCE	EACH	2.00
0620	617 763 601	DETECTOR-LOOP SHLD CABLE	LNFT	220.00
0630	617 903 250	PUSH BUTTON/PEDESTRIAN	EACH	2.00
0640	617 905 502	EMER PRE-EMPT DET CABLE-INSTALL	LNFT	205.00
0650	618 030 015	TRAFFIC CONTROL-FIXED	UNIT	500.00
0660	618 030 075	TRAFFIC CONTROL-DAY	DAY	50.00
0670	619 010 086	SIGNS-ALUM REFL SHEET IV	SQFT	18.50
0680	619 010 090	SIGNS-ALUM REFL SHEET XI	SQFT	46.30
0690	619 010 230	REMOVE SIGN	EACH	2.00
0700	619 010 300	POSTS-TUBULAR STEEL	LB	286.00
0710	619 010 770	SQ TUBLR SLIP BASE BKWY-3 IN	EACH	6.00
0720	619 011 180	DELINEATOR-FLEX SURF MTD YLW	EACH	4.00
0730	620 010 301	CURB MARKING-YELLOW EPOXY	GAL	27.00
0740	620 011 105	WORDS AND SYMBOLS-WHITE PAINT	GAL	11.00
0750	620 011 260	WORDS AND SYMBOLS-WHITE EPOXY	GAL	7.00
0760	620 011 311	WORDS AND SYMBOLS-GREEN EPOXY	GAL	16.00
0770	620 013 000	STRIPING-WHITE PAINT	GAL	76.00
0780	620 013 955	REMOVE PAVEMENT MARKINGS	LNFT	11,168.00
0790	620 013 960	STRIPING-WHITE EPOXY	GAL	49.00
0800	620 014 000	STRIPING-YELLOW PAINT	GAL	67.00
0810	620 014 960	STRIPING-YELLOW EPOXY	GAL	43.00
0820	622 011 086	SEPARATION GEOTEXTILE - HIGH	SQYD	2,248.00
0830	699 010 230	SUMP	EACH	4.00
0840	699 010 250	EXTRA DEPTH SUMP	LNFT	16.00

TABLE OF CONTENTS
FEDERAL AID PROJECT(S) HSIP 8199(161)

1. PROJECT DESCRIPTION [102] 6
2. CONTRACT TIME [108] (REVISED 1-21-16) 6
3. CONTRACT DOCUMENTS [102] (ADDED 9-17-20) 6
4. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 1-18-18) 7
5. DBE QUOTES [102] (REVISED 3-10-16) 7
6. DBE USAGE [102] (REVISED 2-13-20 M) 7
7. LABOR REQUIREMENTS [102] (REVISED 9-5-19) 7
8. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 3-12-20) 8
9. ZONE PAY [102] (REVISED 5-10-18) 8
10. BID WITHDRAWAL [102] (ADDED 6-9-22) 8
11. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 1-24-19) 8
12. SUBMISSION OF CERTIFIED CLAIMS [105] (ADDED 4-23-20) 8
13. PARTNERING- LEVEL II FACILITATION [105] (ADDED 2-25-21) 10
14. STEEL PRICE ADJUSTMENT [106] (REVISED 4-28-22) 10
15. SPECIAL BORROW (REVISED 12-11-15) 11
16. SPECIAL BORROW SOURCE APPROVAL-SOIL CLASSIFICATION AND/OR R-VALUE TESTING [106] (REVISED 10-10-19) 11
17. STATUS OF UTILITIES [108] (ADDED 1-1-03) 12
18. EXPLORATORY EXCAVATION 12
19. NORTHWESTERN ENERGY INVOLVEMENT AND COORDINATION 12
20. UNDERGROUND UTILITY SPECIAL PROVISION 13
21. SUBCONTRACTING CONSULTANTS [108] (REVISED 2-27-14 M) 14
22. NOTICE TO BIDDERS [108] (ADDED 11-21-08) 14
23. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REVISED 6-18-20) 15
24. STORM WATER PERMITTING REQUIREMENTS UNDER THE MONTANA POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (REV 3-16-17) 15
25. ENVIRONMENTAL SPECIFICATIONS [208] (ADDED 9-9-21M) 18
26. NOISE IMPACT [208] (REVISED 5-24-12) 18
27. MONTANA FLOODPLAIN AND FLOODWAY MANAGEMENT ACT [208] (REVISED 9-9-21M) 18
28. BLENDING MATERIAL [301] (REVISED 10-10-19) 18
29. CONCRETE WARRANTY [608] (ADDED 4-23-20) 18
30. DECORATIVE CONCRETE MEDIAN CAP [608] 19

31. TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS 20
32. TRAFFIC CONTROL – DAY 20
33. 48-INCH SUMP 20
34. DEPARTMENT FURNISHED SIGNAL STANDARDS 21
35. DEPARTMENT FURNISHED LUMINAIRE STANDARD 21
36. TRAFFIC SIGNAL & LIGHTING SYSTEM COMPLETE 21
37. CONTLR/TRAFF-ACTUAT TYPE 8-A 21
38. RADAR VEHICLE DETECTION (ADVANCED) 21
39. DETECTOR – RADAR/PRESENCE 22
40. PUSH BUTTON – PEDESTRIAN – TACTILE 23
41. BROADBAND RADIO/ANTENNA 23
42. BICYCLE SIGNAL HEAD 23
43. LED ILLUMINATED SIGN (NO RIGHT ON RED) 24
44. SERVICE CONNECTIONS 24
45. ELECTRICAL 25
46. OPTIONAL USE OF DIGITALLY PRINTED SIGNS [704] (ADDED 12-9-21) 26

SECTION II
Nondiscrimination Notice
Seeding Special
Railroad Specials & Exhibits

SECTION III
Standard Provisions & Requirements

SPECIAL PROVISIONS

FEDERAL AID PROJECT NO(S). HSIP 8199(161)

(REVISED 04-28-22)

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 V3.0 Edition" found at the following link: https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V3.0.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-042822-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]

Grade, gravel, PMS, drainage, signals, signing and pavement markings on the SF – 199 MARY JANE BROADWAY INTX DESIGN project in Missoula County. The project is located on Route N-131, known as West Broadway Street at approximate RP 4.9 and proceeds East ending at approximate RP 5.5

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

The work begins on the effective date stated in the Notice to Proceed (NTP) and is to be completed in 50 Working Days. The NTP will be issued with an effective date of August 8, 2022.

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

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

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

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

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

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

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

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

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

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

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

Contract specific goals are not placed on contracts; however, the Department has an overall 6.5% DBE goal it must achieve. To assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this contract, and has established an aspirational goal of 6.4% 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 Missoula.

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 4 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. BID WITHDRAWAL [102] (ADDED 6-9-22)

Rescind the first paragraph of Subsection 102.11 and replace with the following:

Submit withdrawal requests to ECCB before the time set for opening bid proposals. A bidder may withdraw any Proposal using EBS, in person, through an authorized agent, or by submitting the bid withdrawal form to ECCB via email (mdtcntplns@mt.gov) before any bid Proposal on that project is opened.

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

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

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

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

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

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

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

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

A. Summary. (label page 1.1 through page 1.X) Include a detailed, factual statement of the claim for additional compensation and contract time, if any, with necessary

dates and locations of work involved in the claim. Also include detailed facts supporting the Contractor's position.

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

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

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

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

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

1) Include the specific days and dates under claim;

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

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

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

1) Direct materials.

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

3) Direct labor; and

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

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

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

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

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

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

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

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

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

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

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

13. 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.

14. STEEL PRICE ADJUSTMENT [106] (REVISED 4-28-22)

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: $0.75.

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

15. SPECIAL BORROW (REVISED 12-11-15)

A. Description. Place special borrow at the locations shown in the plans, cross sections, or as directed by the Project Manager.

B. Materials. Provide material for special borrow consisting of a well-graded sand and gravel, free of organic and other deleterious material, meeting the AASHTO M 145 requirements for A-1-a group classification, with 100% passing the 3 inch sieve and a maximum of 8% by weight passing the number #200 sieve.

C. Construction. Compact special borrow in accordance with Section 203.

D. Method of Measurement. Special borrow is measured in accordance with Subsection 203.04.

E. Basis of Payment. Special Borrow is paid in accordance with Subsection 203.05

16. SPECIAL BORROW SOURCE APPROVAL-SOIL CLASSIFICATION AND/OR R-VALUE TESTING [106] (REVISED 10-10-19)

Each material source proposed for use as special borrow is subject to approval prior to placement. Each source must comply with one or both of the following, as required by the contract:

85 percent of the tests on samples taken from the source(s) must meet the soil classification required by the contract; and/or

The 85th percentile of the R-value distribution of samples taken from the source(s) must meet the R-value required by the contract.

The Project Manager will witness samples taken for source approval. Take samples at locations and depths designated within the limits of the proposed source(s). Provide the Project Manager a minimum of eight samples from each source immediately after they are taken. Take Department-witnessed samples for source approval a minimum of thirty calendar days prior to use. If the source is approved, it may be limited to certain areas, layers, or soil classes within a source, during or after source approval testing. Approval of the source does not preclude the Department from sampling from the roadway.

Samples will be tested for soil classification in accordance with AASHTO M 145. Samples will be tested for R-value according to AASHTO T190, with a 300 psi (2,068 kPa) exudation pressure used for evaluation.

The Department will perform approval testing for one source per 65,000 cubic yards (50,000 cubic meters) of plan quantity of special borrow at no charge. Requests for additional source approval testing will be processed on a first come, first served basis, with a 30-calendar day turnaround that is not guaranteed by the Department. The Contractor will be charged the Department's costs for each additional proposed source approval testing and the total cost of the additional testing will be deducted from the progress estimate. Indicate to the Project Manager the priority of sources to be tested.

17. 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.

18. EXPLORATORY EXCAVATION

A. Description. The purpose of this work is to expose existing utilities at locations where any storm drain, signing, and electrical items are to be constructed in close proximity to underground utilities. Use non-destructive air-vacuum excavation (potholing) to physically locate existing utilities at the locations identified in the plans, or as directed by the Project Manager. If the presence of utilities in proximity to the excavation precludes placement of the item as planned, backfill the hole and patch the surface as directed by the Project Manager.

B. Construction Requirements. Employ qualified, competent, and experienced personnel to perform this work according to accepted practices. Determine what equipment, methods, and personnel are required, subject to approval by MDT and the affected utility companies. Perform this work only when MDT and utility company personnel are present, unless other arrangements are made with the Project Manager. Provide 48-hour notice before starting.

If the results of the excavation find a conflict which will not allow for the planned work to be completed, coordinate with the utility company and project manager to come up with a resolution.

C. Method of Measurement. Measurement will be one hour-for one hour of locating work done regardless of the number of personnel and amount of equipment required to do the work.

D. Basis of Payment. Include all costs for equipment, labor, and material necessary to expose existing utilities and backfill holes in the unit price bid for Miscellaneous Items – Hour. No additional payment for delays to other contract work will be allowed due to performance of this work.

19. NORTHWESTERN ENERGY INVOLVEMENT AND COORDINATION

A. Description. NorthWestern Energy has a 2" Plastic Distribution Gas Line crossing Mary Jane BLVD at the Broadway Intersection. NorthWestern Energy has a 4" Steel Distribution Gas Line crossing Flynn Lane at the Broadway Intersection. NorthWestern Energy has a 2" Plastic Distribution Gas Line running parallel to Flynn Lane on the south side. All three lines will have shallow cover once the bottom of Special Borrow depth is achieved.

B. Construction Requirements.

1) Do not dig in any locations until the Montana 811 has been notified and all gas lines have been located. Exercise extreme caution when working near or over the underground gas lines. NorthWestern Energy requires contact prior to working within 25' of the underground gas lines.

2) Contact Erik Loran 2 weeks prior to the Pre-Construction meeting so a representative may be allowed the opportunity to attend and discuss concerns with the contractor. Contact Erik Loran, NorthWestern Energy Engineer two weeks in advance of any construction activities within 25 feet of the underground gas lines. A NorthWestern Energy Inspector will be given the opportunity to perform on-site inspection during any construction activities that occur within 25 feet of the underground gas lines.

Northwestern Energy
Erik Loran
Office: (406) 542-6095
Cell: (406) 241-3434
Email: Erik.Loran@northwestern.com

3) If work is not in compliance with the special provisions, the NorthWestern Energy inspector will notify the MDT Project Manager, who may issue a stop work order for the portion of work within the vicinity of the underground gas. The contractor must obey common practices when working around or above underground facilities.

4) The construction equipment needed to perform the removal and installation of the Special Borrow will need to be placed in a manner that follows the instruction of this special provision. Large equipment which has the potential to impact the underground gas may not be parked within 10' of the underground gas. Large equipment will not be allowed to drive over the gas lines without proper cover depth provided by NorthWestern Energy. The vibratory equipment needed to perform the installation Special Borrow, CAC and Plant Mix must adhere to the guidelines placed by NorthWestern Energy for work directly overhead gas facilities. The size of vibratory equipment shall be given to NorthWestern Energy prior to work so vibratory guidelines may be established. Refer all questions of equipment placement and usage through NorthWestern Energy.

5) Should unforeseen conditions with respect to the underground gas arise which could delay the project work, make a written request to the department for a time extension in accordance with section 108.07.5 of the Standard Specifications.

C. Method of Measurement and Basis of Payment. Work described in this provision is not measured separately for payment. Consider all costs associated with this provision incidental to performance of the work. Any damage to the underground gas, as a result of the project construction, will be repaired at the contractor's expense and at no cost to MDT and NorthWestern Energy.

20. UNDERGROUND UTILITY SPECIAL PROVISION

A. Description. Multiple Underground Utilities have facilities crossing Mary Jane BLVD at the Broadway Intersection. Multiple Underground Utilities have facilities crossing Flynn Lane at the Broadway Intersection. All facilities will have shallow cover once the bottom of Special Borrow depth is achieved.

B. Construction Requirements.

1) Contact Utility Companies 2 weeks prior to the Pre-Construction meeting so a representative may be allowed the opportunity to attend and discuss concerns with the contractor.

Access MT
Chad Peters
406-241-9922
chadp@ronan.net

Blackfoot Communications
Dan Patterson
406-541-5232
dpatterson@blackfoot.com

CenturyLink
John Olson
406-543-2218
John.Olson@lumen.com

Charter Communications
Benny Murphy
406-370-7205
Benny.Murphy@charter.com

City of Missoula	Missoula Electric Cooperative
Kevin Slovarp	Erik Langaunet
406-552-6099	406-541-6342
kslovarp@ci.missoula.mt.us	erikl@meccoop.com

2) Do not dig in any locations until the Montana 811 has been notified and all utilities have been located. Exercise extreme caution when working near or over the underground utilities.

3) If work is not in compliance with the special provisions, the MDT inspector will notify the MDT Project Manager, who may issue a stop work order for the portion of work within the vicinity of the marked utilities. The contractor must obey common practices when working around or at utilities.

4) Some Underground Utilities may have less than 1' of cover at the bottom of Special Borrow depth. These utilities are not being relocated. The construction equipment needed to perform the removal and installation of the Special Borrow will need to be placed in a manner that follows the instruction of this special provision. At the bottom of Special Borrow depth, Large equipment which has the potential to impact the utilities may not be parked within 5' of the underground utilities. Large equipment will not be allowed to drive over the underground utilities until Full Special Borrow depth is placed back. The vibratory equipment needed to perform the installation of Special Borrow, CAC and Plant Mix may not be used in vibratory mode until the top of Special Borrow depth, as not to displace or harm utilities with little cover. Static rolling will be allowed at the bottom of the Special Borrow Depth.

5) It is possible that utilities could be exposed on the side walls of the Storm Drain sumps to the West of Mary Jane BLVD. These utilities are not being relocated as they should be outside the diameter of excavation. If exposed, make sure backfill is placed in a way so the utility stays in its original position.

6) Should unforeseen conditions with respect to the underground utilities arise which could delay the project work, make a written request to the department for a time extension in accordance with section 108.07.5 of the Standard Specifications.

C. Method of Measurement and Basis of Payment. Work described in this provision is not measured separately for payment. Consider all costs associated with this provision incidental to performance of the work. Any damage to the utilities, as a result of the project construction, will be repaired at the contractor's expense and at no cost to MDT and the Utility Companies.

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

The following consultants performed work on the project.

- DJ & A
- HDR
- Kittleson and Associates
- Tetra Tech
- Big Sky PR

22. 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.

23. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REVISED 6-18-20)

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

B. Materials. Vacant.

C. Construction Requirements.

1) Contact the City of Missoula Public Works, 435 Ryman St, Missoula, MT 59802, phone 406-522-6353 and Missoula County Public Works, 6089 Training Dr, Missoula, MT 59808, phone 406-258-4832 to determine if additional requirements are in place for construction storm water discharges that would affect this project.

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

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

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

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

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

24. 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.

25. 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)
AIS Watercraft and Equipment Inspection	Subsection 208.03.2D

26. 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.

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

This contract is located within the regulated floodplain of the Grant Creek, Community Panel Number 30063C1195E. The Department has obtained a preconstruction floodplain permit from the City of Missoula, 435 Ryman Street, 59802, 406-529-0709 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.

28. BLENDING MATERIAL [301] (REVISED 10-10-19)

A. Description. Blending material is selected natural or crushed mineral aggregate to be combined with the produced aggregate to meet gradation requirements.

B. Materials. Do not use pit strippings, overburden, or other deleterious material as blending material. Up to 3.5% by weight of scoria may be present in the blending material. Scoria is any fired clay commonly found in conjunction with burned coal in the lignite fields of the State. The blending material must not increase the liquid limit or plastic limit of the surfacing material.

1) Sampling. Furnish five – 5 lb. (2.3 kg) samples for every source of blending material with scoria present. Sample from stockpiled materials and reduce the aggregate in accordance with MT 201.

2) Acceptance. Sources represented by more than one sample containing over 3.5% scoria by weight or any tests with greater than 5% scoria by weight are rejected and may not be used to produce aggregate surfacing materials. Do not begin pugmill mixing of gravel surfacing or Cement Treated Base production prior to verification the scoria limits has not been exceeded.

C. Construction. Furnish and add blending material to aggregate surfacing materials when required to meet gradation requirements. Ensure blending material is added uniformly to the produced aggregate prior to pugmilling or mixing with Portland cement.

D. Measurement and Payment. Blending material is not measured for payment. Include all costs associated with furnishing and adding blending material in the appropriate aggregate surfacing item of work.

29. 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.

30. DECORATIVE CONCRETE MEDIAN CAP [608]

A. Description. Provide full-depth, integrally colored, patterned concrete within the median as show on the plans. This applies to all concrete within the median curbs including full-width concrete median cap and 1.5-foot concrete median landscape buffer.

B. Materials. Furnish materials in accordance with the following requirements:

Hydraulic Cement Concrete	551
Joint Materials	707.01
Reinforcing Steel	711.01

C. In addition, meet the following requirements for color and pattern:

COLOR: Color shall be integral to the concrete and shall be "Dark Gray (Carbon) 8084" on the Davis Color chart (http://www.daviscolors.com/ColorCard#concrete) or approved equivalent from other manufacturers.

PATTERN: Use a running bond cobblestone pattern, Scofield #3020 (www.scofield.com\pdf\3020_Cobblestone_RB.pdf), or approved equal.

Submit manufacturer's recommendations to the Project Manager prior to beginning construction.

D. Construction Requirements. Provide test panel of the decorative concrete with release agent illustrating color and pattern. Test panel to be constructed by concrete contractor to demonstrate finished appearance and standard of workmanship. Construct test panel a minimum of 16 square feet within contractor staging area or other approved location. Do not incorporate test panel into the work. Notify Project Manager seven days in advance of dates and time when test panel will be constructed. Obtain Project Manager approval of test panel before starting construction. If Project Manager determines test panel does not meet requirements, demolish and remove test panel from the site and construct new test panel until panel is approved. Once approved, the test panel shall serve as the standard for the balance of the work. Dispose of test panel once all concrete work is complete and approval is given by the Project Manager. Costs of test panel(s) shall be incidental to the work.

E. Method of Measurement. Decorative Concrete Median Cap is measured by the square yard.

F. Basis of Payment. Payment for the completed work is made under the following:

Pay Item	Pay Unit
Decorative Concrete	SQYD

G. Payment at the contract unit price is full compensation for all materials, equipment, and resources necessary to furnish and place the Decorative Concrete Median Cap including forming, curing, color, and patterning.

31. TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS

Description. In addition to the requirements of section 618, maintain traffic as described within this provision to provide the least amount of inconvenience possible to the traveling public.

Traffic Control. Maintain a minimum travel lane of 12 feet (with a 2-foot shoulder) in each direction at all times. Provide alternating two-way traffic control at Mary Jane and Flynn Lane intersections at all times. Keep intersections open to two-way traffic during non-working hours.

32. TRAFFIC CONTROL – DAY

Traffic control is measured by the day.

Payment for all costs associated with performing traffic control is included in the bid item Traffic Control – Day. Traffic Control – Day is defined as any day in which traffic control is installed, maintained, or removed.

Correct traffic control deficiencies that affect the safety of the travelling public immediately. Correct all other traffic control deficiencies within 24 hours of receiving written or verbal notification. The Project Manager may apply a deduct of $250 per day due to traffic control operations not meeting the requirements set forth in Section 618.

No payment will be made for traffic control which does not meet the approved traffic control plan. Maintenance of traffic control devices on a no workday as directed by the Project Manager will be paid as a day.

33. 48-INCH SUMP

A. Description. This work is furnishing and installing 48-inch Sumps as shown on the plans.

B. Materials. Sumps are to be constructed of precast concrete with a 48-inch nominal diameter and a manhole frame and grate meeting the dimensions shown on the plans.

1) Washed drain rock to be 3 to 8 inch sub-rounded washed rock, free of deleterious material.

2) Filter fabric to be in accordance with City of Missoula Standard Drawings STD – 601.

C. Construction Requirements. Install the Sumps as shown on the plans and to the lines and grades specified. Excavate and backfill with materials meeting the requirements of Section 207.

D. Method of Measurement. This work is measured as per each. Excavation, backfill, washed drain rock, and filter fabric, is not measured for payment.

E. Basis of Payment. Payment for the completed work is made under the following:

PAY ITEM	PAY UNIT
Sump	EACH
Extra Depth Sump	LNFT

Payment at the contract unit price is full compensation for all resources necessary to complete those items of work under the contract, including furnishing and placing washed drain rock and filter fabric.

34. DEPARTMENT FURNISHED SIGNAL STANDARDS

Department furnished signal standards are noted on the Plans. Transport Department furnished signal standards from MDT Missoula District Office at 2100 W. Broadway to the construction site and install them.

35. DEPARTMENT FURNISHED LUMINAIRE STANDARD

One Department furnished luminaire standard is noted on the signal plans for mounting the northbound radar detection sensor. Transport the Department furnished luminaire standard from MDT Missoula District Office at 2100 W. Broadway to the construction site and install. Contractor is responsible for providing breakaway bolt couplings for this pole.

36. TRAFFIC SIGNAL & LIGHTING SYSTEM COMPLETE

A. Description of Work

The electrical work on this project consists of the installation of a new traffic signal with lighting at the W. Broadway Street and Mary Jane Boulevard intersection.

The traffic signal system shall not be activated prior to MDT's construction inspector's and signal technician's consent that the Traffic signal system has been installed according to the plans and special provisions herein. Additionally, all permanent signs and pavement markings must be installed as per plan prior to activation.

B. Equipment List and Drawings

Carry out submittals in accordance with Subsection 617.03.2 of the Montana Transportation Department's Standard Specifications (MDT Spec Book).

C. General

Consult with MDT Project Manager, MDT Construction inspector, MDT traffic signal technician, and affected utility companies, prior to commencement of work.

All excavation, backfill, and surface repair associated with the traffic signal system installation shall be completed in accordance with the MDT Spec Book and no separate measurement or payment will be made.

D. Description of Materials and Installation

Conform to sections 616 and 617 of the MDT Spec Book.

Additions, exceptions, or modifications to the MDT Spec Book are as follows:

37. CONTLR/TRAFF-ACTUAT TYPE 8-A

The state will furnish the controller cabinet, and emergency preemption cable. Transport the controller cabinets and preemption cable from the Department of Transportation building in Helena to the construction site and install it. Give a minimum of five working days advance notice to the traffic engineering section before arriving to pick up the controller cabinet. Contact Eric Wulfekuhle at 406-444-7246.

Inform the Project Manager of the desired turn-on date prior to the time the signals are to become operational. Have the Project Manager inform the Electrical Unit, Traffic Engineering Section, of the desired turn-on date at least two weeks prior to that date.

The electrical unit will arrange for a factory representative of the controller and cabinet manufacturer to be present at the turn-on for technical assistance in setting up, checking out, and demonstrating that the system meets functional and operational requirements. The date arranged for the signal turn-on will be mutually agreed to and be as close as possible to the contractors desired turn-on date.

38. RADAR VEHICLE DETECTION (ADVANCED)

A. Description: Furnish a RADAR detection system for advance detection of vehicles for traffic signal operation.

B. Materials: Furnish a complete detection system including RADAR advance detector, cabinet interface, and necessary mounting hardware approved or provided by the

manufacturer. The cabinet interface will provide communication, power, and surge protection for four (4) detection units. The cabinet interface will provide ethernet connectivity and an SDLC port. Furnish RADAR detection cable as specified and approved by the manufacturer of the RADAR detection equipment.

The RADAR advance detection system is used to detect and report presence of vehicles within a detection area of 50 feet to 600 feet from the sensor.

Furnish a detection system that holds a call while a vehicle remains in the detection zone and operates in a temperature range of −40°F to +165°F (−40°C to +74°C) and maintains accurate performance in all weather and light conditions. Furnish a RADAR advance detection system that provides at least 8 RF channels in order that multiple units can be mounted in the same vicinity without causing interference between them.

Include any additional cable, terminations, jumpers, connectors, and any miscellaneous equipment required to make this a complete and functional system as part of this item.

The RADAR advance detection system is required to have automatic and manual configuration of lanes and zones. The RADAR detection system must include software for saving detector configurations and firmware upgrading.

Ensure that a factory representative of the RADAR detection system manufacturer is present at the traffic signal turn-on to give technical assistance in setting up, checking out, and demonstrating that the system meets functional and operational requirements.

C. Construction Requirements: Mount the RADAR detection units as approved by the manufacturer at the locations shown on the plans. Connect the RADAR detector to the detection cable as approved by the manufacturer and install the RADAR detection cable as a single continuous run from the traffic signal cabinet to each RADAR detector connection. Splicing the RADAR detection cable is not allowed. Seal any wire entrance holes drilled in the signal standard as approved by the Project Manager.

D. Method of Measurement: All work associated with furnishing and installing each RADAR detection sensor, power/communication cable, mounting hardware, other equipment required in the cabinet, software, and all items necessary for a complete and functional system. Payment will be made for installing each radar vehicle detector, installed and operational.

39. <u>DETECTOR – RADAR/PRESENCE</u>

A. Description: Furnish a radar presence detection system to detect vehicles for traffic signal operation.

B. Materials: Furnish a complete detection system including radar presence detector, cabinet interface, and necessary mounting hardware approved or provided by the manufacturer. The cabinet interface will provide communication, power, and surge protection for four (4) detection units. The cabinet interface will provide ethernet connectivity and an SDLC port. Furnish radar detection cable as specified and approved by the manufacturer of the radar detection equipment.

The radar presence detection system is used to detect and report presence for vehicles within a 90-degree field of view with a range of 6 feet up to a 140 foot arc from the sensor.

Furnish a detection system that holds a call for presence while a vehicle remains in the detection zone and operates in a temperature range of –40 °F to +165 °F (-40 °C to +74 °C) and maintains accurate performance in all weather and light conditions. The radar presence detection system will provide at least 8 RF channels so that multiple units can be mounted in the same vicinity without causing interference between them.

Furnish any additional cable, terminations, jumpers, connectors, and any miscellaneous equipment required to make this a complete and functional system as part of this item.

The radar presence detection system is required to have automatic and manual configuration of lanes, stop bars, and zones. The radar detection system must include software for saving detector configurations and firmware upgrading.

Ensure that a factory representative of the radar detection system manufacturer is present at the traffic signal turn-on to give technical assistance in setting up, checking out, and demonstrating that the system meets functional and operational requirements.

Construction Requirements: Mount the radar detection units as approved by the manufacturer at the locations shown on the plans. Connect the radar detector to the detection cable as approved by the manufacturer and install the radar detection cable as a single continuous run from the traffic signal cabinet to each radar detector connection. Splicing the radar detection cable is not allowed. Seal any wire entrance holes drilled in the signal standard as approved by the Project Manager.

C. Method of Measurement: All work associated with furnishing and installing each radar detection sensor, power/communication cable, and mounting hardware. Also include equipment required in the cabinet, software, and all items necessary for a complete and functional system.

D. Payment will be made for each radar detection sensor installed and operational.

40. PUSH BUTTON – PEDESTRIAN – TACTILE

Description: Furnish new tactile pedestrian push buttons (APS or Accessible Pedestrian Signal).

A. Construction Requirements: Voice Messaging is required. Furnish the required cable between the pedestrian signal head and the pedestrian push button (Accessible Pedestrian Signal) per manufacturers recommendation and include as part of this bid item. Refer to Subsection 703.10.1 of the Standard Specifications for more information.

B. Method of Measurement: All work associated with furnishing and installing the pedestrian push buttons including, but not limited to, wiring, components, cabinet enclosures, mounting hardware, programming, communications, and all associated labor shall be included in the pay item.

C. Payment will be made for installing each tactile pedestrian push button (APS or Accessible Pedestrian Signal) installed and operational.

41. BROADBAND RADIO/ANTENNA

A. Description: Install flat panel broadband radio at the locations shown on the plans.

B. Construction Requirements: Broadband radio with mouthing bracket and outdoor rated CAT 5 cable will be furnished by MDT. Contractor responsible for aluminum mounting pole, and aluminum pole to signal pole mounting bracket. Contractor shall coordinate with MDT traffic signal engineer to verify mounting methodology prior to installation. During the traffic signal turn on, aim the radio as directed by the MDT traffic signal engineer.

C. Method of Measurement: All work associated with installing the Broadband Radio including, but not limited to, wiring, components, mounting hardware, aiming, and all associated labor shall be included in the pay item.

D. Payment is for installing each broadband radio, installed and operational.

42. BICYCLE SIGNAL HEAD

A. Description: Furnish and install a SWARCO Futurit LED Bicycle Signal head or approved equal. The bicycle signal head shall have 12” signal faces, the bicycle signal head shall be a complete system with all fittings, wiring, connections, backplates and hardware conforming to ITE standards. The bicycle signal head shall function to illuminate a red, yellow, and green bicycle symbol.

B. Construction Requirements: Mounting brackets, attachments and fittings shall be designed per AASHTO standard specifications of structural supports for highway signs, luminaires and traffic signals.

The signal head module shall be a single, self-contained device not requiring any on-site assembly. The module shall conform to the current version of the MUTCD Chapter 4 requirements for operation, size, shape, and color.

The bicycle signal head shall be activated via inductive loops as shown on the plans.

Method of Measurement: All work associated with furnishing and installing the bicycle signal head including, but not limited to, wiring, LED components, cabinet enclosures, mounting hardware, programming, communications, and all associated labor shall be included in the pay item.

C. Payment will be made for installing each Bicycle Signal Head, installed and operational.

LED Illuminated Sign (No Right on Red)

Description: Furnish and install a Signal-Tech Model DOT3030RW-A049 illuminating LED “no right turn” sign system or approved equal. The sigh system shall have dimensions of 30” high by 30” wide and shall be complete with fittings, wiring, connections and hardware conforming to ITE standards.

D. Construction Requirements: The sign system shall be designed, installed and programed to illuminate an MUTCD R3-1 “no right turn” symbol that meets the requirements of the current version of the MUTCD Chapter 4 for size, shape, color, and operation, when the bike crossing phase is activated as shown on the drawings.

The sign system shall be contained within a NEMA 4X cabinet and shall be a single, self-contained, device not requiring any on-site assembly.

Method of Measurement: All work associated with furnishing and installing the sign system including, but not limited to, wiring, LED sign system components, cabinet enclosures, mounting hardware, programming, communications, and all associated labor shall be included in the pay item.

Payment will be made for installing each LED Illuminated Sign, installed and operational.

43. LED ILLUMINATED SIGN (NO RIGHT ON RED)

Description: Furnish and install a Signal-Tech Model DOT3030RW-A049 illuminating LED “no right turn” sign system or approved equal. The sigh system shall have dimensions of 30” high by 30” wide and shall be complete with fittings, wiring, connections and hardware conforming to ITE standards.

Construction Requirements: The sign system shall be designed, installed and programed to illuminate an MUTCD R3-1 “no right turn” symbol that meets the requirements of the current version of the MUTCD Chapter 4 for size, shape, color, and operation, when the bike crossing phase is activated as shown on the drawings.

The sign system shall be contained within a NEMA 4X cabinet and shall be a single, self-contained, device not requiring any on-site assembly.

Method of Measurement: All work associated with furnishing and installing the sign system including, but not limited to, wiring, LED sign system components, cabinet enclosures, mounting hardware, programming, communications, and all associated labor shall be included in the pay item.

Payment will be made for installing each LED Illuminated Sign, installed and operational.

44. SERVICE CONNECTIONS

A service connection/relocation/disconnect/reconnect is required for this project. Please see Plan Sheets EL6 & E9 for the proposed locations. Notify the project Manager a minimum of 30 calendar days prior to the installation or modification of each service so that the utility application can be started.

The Following utility companies and their contact information is as follows:

Utility Company	Utility	Contact

Missoula Electric Cooperative	Electric	Danny Baker DannyB@meccoop.com
NorthWestern Energy	Electric/Natural Gas	Erik Loran Erik.loran@northwestern.com
CenturyLink	Communication	John Olson John.Olson@centurylink.com
Blackfoot Communications	Communication	Dan Patterson Dpatterson@blackfoot.com
Access Montana	Communication	Robbie Oconnor Roberto@ronan.net
Charter Communications	Communication	Benny Murphy Benny.murphy@charter.com

Refer to construction memo ENG 20-01 located here https://www.mdt.mt.gov/business/contracting/memos/const_memos.shtml for additional information on the Service Application Process.

45. ELECTRICAL

A. Description of Work. Install new lighting and signal equipment for the intersections of Mary Jane Boulevard & Flynn Lane with West Broadway Street. Equipment List and Drawings. Carry out submittals in accordance with subsection 617.03.2 of the Montana Department of Transportation Standard Specifications for Road and Bridge Construction, 2014 Edition.

Description of Materials and Installation. Provide and install materials in conformance with Section 616, 617, and 703, of the Montana Department of Transportation Standard Specifications for Road and Bridge Construction, 2014.

Additional exceptions or modifications to the Standard Specifications are as follows:

General. Coordinate the work with the Project Manager and affected utility companies (MEC, Eric Langaunet – (406) 546-5026) prior to commencement of work. Provide the proper anchor bolt circle for all standards.

B. Luminaire Standards

Furnish and install luminaire standards as listed in the pole schedule contained in the project plans.

Seal unused pipe tenons on mast arms and pole shafts with metal caps.

Repair all damage to galvanized poles and standard surfaces by methods approved by the manufacturer.

High Efficacy LED Luminaire Assemblies

Description. Install luminaires that use light-emitting diodes (LED) as a light source.

C. Material. Provide luminaires with a die cast aluminum housing, a powder coated gray finish, and a universal four-bolt slip fitter mount. Provide luminaires utilizing discreet LEDs – COB (chip-on-board) LEDs will not be accepted.

Two luminaire types are required for this project, provide seven (7) luminaires with an output of 30,400 delivered lumens with Type 3 distribution and one (1) luminaire with an output of 17,600 delivered lumens with Type 2 distribution. See electrical plans for locations. Submit Backlight, Uplight, and Glare (BUG) ratings.

Provide luminaires that have an uplight rating of U0. Provide luminaires that meet ANSI C136.37 standards for solid state light sources. Provide luminaires that meet ANSI C136.31 luminaire vibration standards for bridge/overpass applications. Provide luminaires that are photometrically tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures. Use a correlated color temperature (CCT) of 4000K and a minimum color rendering index (CRI) of 70. Use LEDs that are mercury and lead free. Use LEDs that are

tested in accordance with IES LM-80 testing procedures. Use LEDs rated at a minimum of 100,000 hours of life at 25°C, L70. Submit a TM-21 report for the LEDs.

Provide a power supply with a minimum power factor of 0.90 and a maximum total harmonic distortion (THD) of 20%. Provide surge protection with a minimum of ANSI/IEEE C62.41 category C-high protection. Wire luminaires for 240-volt operation. Provide access to electrical components without the use of tools. Provide luminaires that are UL listed for use in wet locations.

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

Construction Requirements. Adjust luminaires at night to provide the best roadway lighting distribution. Adjust luminaires so they are level from side to side to limit glare. Use an assembly with an independent replaceable starting board. Mount luminaires parallel to the road surface in the longitudinal and transverse planes. Luminaires will be adjusted at night in the transverse plane to give the light distribution to best cover the roadways as directed by the Project Manager.

Check luminaires on the ground to assure that the luminaire for each pole is set for the ASA/IES light distribution pattern requested. Use luminaire assemblies that include luminaire, lamp, and integral ballast. Provide photo-electric control at the service and not on the individual luminaires. Use luminaire assemblies constructed of welded aluminum sealed tight against weather.

Payment will be for each High Efficacy LED Luminaire in place and operational.

Service Assembly – 200A

Electrical service assemblies are to be installed at the locations indicated on plans. Services will be 120/240V, three-wire, 200A single-phase meters mounted on pressure treated 6" x 6" x 10' post and will conform to the latest edition of the MDT Standard Specifications for Road and Bridge Construction.

Circuits for street lights will be controlled by an auto-off-manual switch in conjunction with a photoelectric controlled contactor. Contactor and all associated wiring will be housed in a NEMA 3R enclosure and will be rated at a minimum of 1000 watts. Mount the contactor panel at the bottom of the service cabinet as shown in the plans.

Provide photoelectric control installed in accordance with manufacturer's specification and mounted on service as shown in plans. Photoelectric control will turn luminaires on at 1.3 footcandles (+/- 0.5 fc) and off at 6 footcandles (+/- 0.5 fc). Photocell eye to be aimed North during installation.

All electrical services will be checked and tagged by the County Electrical Inspector prior to final acceptance. Service will also meet all requirements set forth in Missoula Electric Co-op New Service Handbook.

D. Measurement and payment will be for each Service Assembly – 200A installed and complete. Service assembly includes enclosures, circuit breakers, contactors, photoelectric control, lightning arrester, pressure treated post and mounting along with all associated wiring for an operable system.

46. <u>OPTIONAL USE OF DIGITALLY PRINTED SIGNS [704] (ADDED 12-9-21)</u>

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.

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: HSIP 8199(161) Project Name: Mary Jane Broadway Intx
Project length: 0.55 miles CN: 992000

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
Area 3	N/A

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) Fertilizer.

	Nitrogen lbs per acre	P2O5 lbs per acre
All Areas	10—15	30—35

3) Seedbed preparation and application. Condition all drill seeded areas within 24 hours prior to seeding. Areas inaccessible with drill seeding equipment can be broadcast seeded at double the drill seeding rate. Following broadcast seeding, rake, harrow, or scarify soil to incorporate seed ¼ to ½ inch. 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

4) 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 lanceolatus	Streambank wheatgrass	Sodar	7	8	2.0
Pascopyrum smithii	Western wheatgrass	Rosana	4	5	2.0
Poa secunda	Canby bluegrass	Canbar	43	46	2.0
Festuca ovina	Sheep fescue	Covar	31	34	2.0
		GRAND TOTAL	91	100	10.0

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

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

1.01.01 The Contractor (and all subcontractors, agents and invitees) for the State of Montana's Department of Transportation "STATE" are required to cooperate with **MONTANA RAIL LINK INC.,** hereinafter referred to as "Railway", where work is over or under, on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of STATE Project "The Project": HSIP 8199(161), SF 199 MARY JANE BROADWAY INTX**,**

1.01.02 Plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

1.01.03 The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway has the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) any of the insurances required by Railway are canceled during the course of the Project; or (iv) Contractor fails to pay Railway for licenses or permits from Railway outside the easement, license or permit areas obtained by STATE to do The Project. The work stoppage continues until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Chief Engineer, his designee (typically the Railway's Public Works Engineer) or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate any and all licenses or permits from Railway outside the easement, license or permit areas obtained by STATE to do The Project. Any such work stoppage under this provision does not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to notify the following individual as soon as possible in writing:

Missoula District Administrator
2100 W. Broadway
P.O. Box 7039
Missoula MT, 59807-7039
Telephone 406 523-5800
FAX 406 523-5801
Email rvosen@mt.gov

It is understood that written notification by Railway may be secondary to safeguarding Railway's employees, Property, and equipment in the event of a hazardous or unsafe situation.

1.01.04 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to, environmental, health and safety. The Contractor is responsible for and indemnify and save Railway harmless from all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

1.01.05 Notify Robert Vosen, STATE's District Administrator at phone (406) 523-5800 and Railway's Public Works Engineer Nick Bailey, by phone (406) 493-4446 or by email to nbailey@mtrail.com at least thirty (30) calendar days before commencing any work on Railway Property. When making the initial contact with the Railway, the Contractor must refer to SF 199 MARY JANE BROADWAY INTX **UPN [9920000],** and be prepared to discuss the overall project schedule for the Project; the proposed start of work on Railway's property; the proposed start of required flagging; and other information pertinent to the Project.

1.01.06 Once the Project has commenced, submit schedules of required flagging needs to Railway's local Roadmaster, local Assistant Roadmaster, and Public Works Engineer and any persons designated by the STATE on a weekly basis. Submit schedules for the subsequent week's flagging needs. Submit schedules electronically by email to the addresses provided by the Railway **not later than 1400 hours (2 pm) every Thursday**. The weekly schedule is needed for Railway's work force utilization. Failure to submit a weekly flagging schedule may result in a Flagger not being assigned to the Project when needed by Contractor. Ensure the required flagging needs emails contains the following information each week: Dates of Schedule, Days of Week, Flagger Needed (Yes/No), Contractor Work Hours, Brief Work Description. An example of one day of such a schedule is as follows:

Date	Day	Flagger Yes/No	Contractor Hours	Work Description
Jan 14	Mon	Flagger Yes	0700-1730	Setting forms

1.01.07 For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, furnish the STATE and the STATE will furnish the Railway a pdf electronic file (with included working drawings to be legibly printable on 11"x17" paper) showing details of construction affecting Railway Property and tracks. Ensure the working drawings include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and ensure each of the sets of plans includes complete structural calculations of any demolition, falsework, shoring, or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" (http://www.bnsf.com/in-the-community/pdf/bnsf-up-shoring-guide.pdf) must be used for determining design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". For all demolition and false work plans, the current "BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan Over the BNSF Railway" (http://www.bnsf.com/in-the-community/pdf/bnsf-demolition-guideline.pdf) Sections I, II, III, IV and Appendixes must be followed. Ensure all submittal drawings and calculations are sealed by a currently registered Professional Engineer licensed in the State of Montana. Ensure all calculations take into consideration railroad surcharge loading and are designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association)(AREMA) Coopers E-80 live loading standard. The Railway will notify the STATE and Contractor of Railway's comments, and Railway will advise the STATE and Contractor at the time when the Railway has no objections to submittals. Contractor may not begin work covered under submittals provided in accordance with this section until Railway has provided, in writing, a statement of no objections. The Contractor will be required to use lifting devices, such as cranes and/or winches, to place or to remove any false work over Railway's tracks. The Contractor is in no way to be relieved of responsibility for results obtained by the implementation of said plans. **Railway has 30 calendar days to review each submittal and provide comments.**

Track Elevation Baseline: Not used

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

1.02 Contractor Safety Orientation

1.02.01 Railway will notify Contractor in writing, not later than the date of the railroad preconstruction conference, if the employees of the Contractor, its subcontractors, agents or invitees are not allowed to enter Railway Property without first having completed Railway's Contractor Safety Orientation, found on the web site http://www.bnsfcontractor.com/. Ensure that all employees, subcontractors, agents or invitees have received Railway's Contractor Safety Orientation through internet sessions conducted by the or through the Contractor before any work is performed on the Project. Ensure that all employees, subcontractors, agents or invitees have verification that they have completed the Safety Orientation and that every employee of the Contractor, its subcontractors, agents or invitees have a card, in his or her possession, that is properly signed and dated certifying that they have received the Safety Orientation

before entering Railway Property. The Contractor is responsible to pay the cost of the Safety Orientation. It is required that the Safety Orientation be renewed annually. Further clarification can be found on the web site or from the Railway's Public Works Engineer.

1.03 Railway Requirements

1.03.01 Take protective measures as are necessary to keep Railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. The railway will repair or replace any damage to Railway facilities resulting from Contractor's operations, and the cost of such repairs or replacement is paid for by the Contractor. Notify Railway's Public Works Engineer as listed in Section 1.01.05, at least two weeks prior to the anticipated substantial completion of the Project to arrange for a site inspection at a mutually agreeable date and time for Railway, Contractor and STATE.

1.03.02 Notify the Railway's Public Works Engineer in writing, by email at: nbailey@mtrail.com, (and if no response is received within one (1) business day, call (406) 493-4446) to provide blasting plans to the Railway for review and approval at least seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

1.03.03 Abide by the following temporary clearances during construction:

15'-0" Horizontally from center line of nearest track.

22'-6" Vertically above top of rail (temporary falsework clearance may be reduced to 21'-6" Subject to specific Railway approval)

27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts

30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts

34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

1.03.04 Upon completion of the project, ensure the following clearances have been maintained:
25' Horizontally from centerline of nearest track
23'-4" Vertically above top of rail

1.03.05 Submit any infringement within State statutory clearances due to the Contractor's operations to the **Montana Department of Transportation and to the Railway** and do not undertake until approved in writing by the Railway, and until the **Montana Department of Transportation** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation is allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

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

1.03.07 Submit the details of construction affecting the Railway's Property and tracks not included in the contract plans to the Railway by the **Montana Department of Transportation or Contractor and accompanied by comments made by STATE** for approval before work is undertaken and this work is not to be undertaken until approved by the Railway.

1.03.08 Contractor may utilize Railway's Property outside of established agreement areas (e.g., easement, license and permit) between Railway and STATE only by prior agreement with Railway and the payment of all fees and costs associated with making and keeping in force said agreements.

1.03.08a The STATE has not provided for staging areas, storage areas, access routes, temporary track grade crossings, or other Contractor uses of Railway's property outside of those shown within established agreement areas on the Project plans.

1.03.08b Railway will regularly monitor Contractor's use of Railway's Property and Contractor's uses outside the scope of agreements or without agreements may cause cancellation of any agreements existing between Railway and Contractor or may cause fencing or other barriers to be placed at Railway's sole discretion to prevent further misuse. ***Contractor uses of Railway's property without agreements covering such uses are considered trespassing and are dealt with accordingly.***

1.03.08c Contractor is advised to: (1) understand the extents of the established public easements, established licenses to construct and maintain highway facilities, and established Project construction permits as these areas may relate to their desired staging areas; storage areas; and access routes, and (2) **determine costs of any staging areas, storage areas, access routes, temporary track grade crossings, or other Contractor uses of Railway's property outside of established agreements between Railway and STATE prior to submitting bids for the Project.**

1.03.08d Contractor may contact Railway's Real Estate Department at 406-523-1374 to obtain Railway's current rates for land uses such as access routes and storage areas.

1.03.08e Temporary Grade Crossings: Not used.

1.03.08f Staging or storage areas require execution of a land lease on Railway's standard form. Staging and storage areas will be staked out by Railway personnel. Fences at Contractor's sole cost may be required between any staging or storage area and tracks. These areas are located a minimum of 25 feet from the nearest track.

1.03.08g The Contractor and Railway must mutually agree upon the locations of all uses (e.g., temporary track grade crossings) of Railway Property not included in established agreements.

1.03.08h At other than public road crossings, do not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. Obtain an agreement from the Railway prior to moving Contractor's equipment or materials across the Railway's tracks outside of public crossings.

1.03.08i Restore all temporary uses of Railway's Property upon Project completion.

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

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

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

1.04.01 Railway will notify Contractor in writing, not later than the date of the railroad preconstruction conference, if each Contractor performing work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each contractor must develop and implement the Safety Action Plan, as provided on the web site http://www.bnsfcontractor.com/, and make available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor is required to audit its compliance with the Safety Action Plan. Designate an on-site Project Supervisor who

serves as the contact person for the Railway and who maintains a copy of the Safety Action Plan and subsequent audits at the job site for inspection and review by the Railway at any time during the course of the project. Below is a partial list of what should be contained in the Safety Action Plan, a complete list can be found on the web site. (NOTE – Should there be a discrepancy between the information contained on the web site and the list below, the web site governs.);

Contractors Employee Safety
- All employees working on Railway property have completed Railway's annual Safety Orientation Program through the internet (Sec 1.02.01)
- Job Briefings (Sec1.06.01 & 1.06.02)
- Personal Protective Equipment (Sec 1.06.08)
- Protection of Railway Facilities and Railway Flagger Services (Sec 1.03.05 & 1.05)
- All employees working on Railway property, and within 25 feet from centerline of track, have completed annual Roadway Worker Protection/On Track Safety Training(Secs 1.04.01 and 1.06.03)
- Work After Hours (Sec 1.06.04)

Contractor Employee Training
- Personal Injury Reporting (Sec 1.09)
- Accident Investigation and Analysis

High Risk Work Areas/Situations
- Notification of Damage to Railway property or hazards that could affect the safe operation of trains (Sec 1.06.06)
- Shoring/Shoring affecting the integrity of tracks (Sec 1.01.06)
- Clearances affecting the integrity of train operations (Sec 1.03.03)
- Moving Equipment and Materials across Railway's tracks (Sec 1.03.07)
- Security of Machines, Equipment and Vehicles (Sec 1.06.10)
- Power line Safety (Sec 1.06.12)
- Excavation Safety (Sec 1.07)

High Risk Employees
- Alcohol and Drug Use (Sec 1.06.05)
- Firearms or Deadly Weapons (Sec 1.06.07)

Property Damage, Housekeeping and Clean-up (Sec 1.03.01 & 1.03.09)
- Storage of Materials (Sec 1.06.09)
- Facility Auditing

Compliance with Laws (Sec 1.01.04)

Hazardous Substances and Materials
- Discharges, Releases and Spills (Sec 1.03.08)
- Hazardous Materials encountered in excavations (Sec 1.08)

1.05 Protection of Railway Facilities and Railway Flagger Services:

1.05.01 To initially commence flagging and/or to resume flagging after an extended period of non-use of flagging, give a minimum of thirty (30) calendar days notice to **Railway's Public Works Engineer Nick Bailey, at nbailey@mtrail.com** in advance of when flagging services are required in order to bulletin the Flagger position per Railway's labor agreement requirements. If flagging services are scheduled in advance by the Contractor, and it is subsequently determined by the parties hereto that Flagger services are no longer necessary, provide a minimum of five (5) business days notice in writing to the Public Works Engineer and Roadmaster per Section 1.01.06 to abolish the position per Railway's labor agreements.

1.05.02 Railway Flagger and protective services and devices are required and furnished when Contractor's work activities are located over or under and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

1.05.02a When in the opinion of the Railway's Flagger, Roadmaster, or Public Works Engineer,, it

is necessary to safeguard Railway's Property; employees; trains; engines; and facilities, or when other conditions warrant.

1.05.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's Flagger, Roadmaster, or Public Works Engineer, track or other Railway facilities may be subject to movement or settlement.

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

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

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

1.05.03 Flagging services are performed by a qualified Railway Flagger. The sole and exclusive function of the Flagger is to protect Railway's operations from interference by, and adverse effects from, the Contractor's activities on railroad right of way. Performance of this function includes, but is not limited to: (1) setting any required protective devices and making all necessary communications with Railway's operating groups prior to Contractor's work start time, (2) a required Job Briefing with the Contractor's on-site crew boss each day prior to work commencement, (3) providing the Contractor with advance notice of approach of railroad owned and/or operated trains or other "on-track" equipment, and (4) removing required protective devices and making necessary communications with Railway's operating groups after Contractor work has ceased. Upon notice of approach, Contractor employees must immediately cease work within 25 feet of tracks and/or place cranes which are in positions to foul tracks in the event of a tip over into safe configurations and move to the places designated in the morning Job Briefing. Railroad flagging personnel do not have the authority to modify or change the contract plan or specifications. **Obey any Flagger safety instructions immediately and without question. Failure to comply may result in Project shut down until the situation can be resolved to Railway's sole satisfaction and/or additional consequences for the Contractor.** Direct questions or requests for modifications, changes, or interpretations of the contract plans and/or specifications, which require railroad approval, to the railroad's Public Works Engineer as listed in Section 1.01.06.

1.05.04 The cost of Flagger services provided by the Railway will be borne by the STATE. The base cost per hour for one (1) Flagger is $50.50 which includes vacation allowance, paid holidays, Railway and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging and supervision for an eight (8)-hour basic day with time and one-half or double time for non-standard start work times, overtime, rest days and holidays. Per diem at the current rates may be charged if paid to Flagger by Railway's labor agreements. In addition, there will be an estimated $30.00 per hour charge for vehicle rental, or mileage, from headquarters to set protective devices, while at Project site, remove protective devices, then return to headquarters. This rate is for the classification of Section man and is shown solely for the prospective bidder's information, and there is no guarantee that this class of labor will actually be used or that the rates of pay shown in column will be those in effect at the time the work is undertaken. These rates are subject to any increases which may result from Railway Employees-Railway Management negotiations or which may be authorized by Federal authorities. The flagging rates in effect at the time of performance by the Contractor hereinunder are used to calculate the actual costs of flagging pursuant to this Section 1.05.

1.05.05a A flagging crew generally consists of one (1) employee. However, additional personnel may need to be assigned as a flagging crew at Railway's sole discretion. Additional personnel including, but not limited to, Communications Technicians and/or Signalmen, used to protect communications and signal facilities, may be required to protect Railway Property and operations, if deemed necessary by a Railway Supervisor.

1.05.05b Each time a Flagger is called, the minimum period for billing is the eight (8)-hour basic day, provided the Contractor has been working 8-hour days during the week. However, two exceptions may raise the minimum billing period: (1) if overtime, as provided for in Railway's labor agreement, was performed on a day, the minimum billing period includes the overtime plus the minimum 8-hour day, and (2) if the typical work schedule for the Contractor has been 10-hour days, the minimum billing

period is the 10-hour day, plus any overtime performed that day.

1.05.05c The average train traffic per 24-hour period on this route is **31 f**reight trains at a timetable speed of **20** MPH and **0** passenger trains at a timetable speed of **N/A** MPH and **0** switch engine movements.

1.06 Contractor General Safety Requirements

1.06.01 Work in the proximity of Railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. Ensure all work performed by Contractors within 25 feet of center line of any track is in compliance with Federal Railroad Administration Roadway Worker Protection Regulations.

1.06.02 Before beginning any task on Railway Property, conduct a thorough job safety briefing with all personnel involved with the task and repeated when the personnel or task changes.
If the task is within 25 feet of center line of any track, the job briefing must include the Railway's Flagger and include the procedures the Contractor plans to use to protect its employees, subcontractors, agents or invites from moving any equipment adjacent to or across any Railway track(s).**1.06.03** Ensure workers do not work within 25 feet of the center line of any track without proper track protection (e.g., a Flagger) provided by the Railway, unless the track is protected by track bulletin and work has been authorized by the Railway. If track protection is provided, every Contractor employee must know: (1) who the Railway Flagger is and how to contact the Flagger, (2) limits of the track protection, (3) the method of communication to stop and resume work, and (4) entry into track protection limits when designated. People or equipment entering track protection limits who were not previously job briefed must notify the Flagger immediately and be given a job briefing if working within 25 feet of center line of track.

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

1.06.05 Remove any Contractor employee, its subcontractor's employees, agents, or invitees under suspicion of being under the influence of drugs or alcohol, or in the possession of same, from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that person is denied.

1.06.06 Immediately report any damage to Railway Property, or any hazard that is noticed on passing trains, to the Railway's Flagger if present at the Project site or to Railway's Emergency Hotline at 1-800-498-4838. Report any vehicle or machine which may come in contact with a track, signal equipment, or structure (bridge) and could result in a train derailment by the quickest means possible to the Railway Flagger if present at Project site or to the Railway's Emergency Hotline at 1-800-498-4838. Local emergency numbers are to be obtained from the Railway's Public Works Engineer prior to the start of any work and must be posted at the job site.

1.06.07 For safety reasons, all persons are prohibited from having pocket knives with blades in excess of three (3) inches in length, firearms, unauthorized explosives, or other deadly weapons in their possession while working on Railway Property. Possession of such items may result in permanent expulsion from Railway Property.

1.06.08 Ensure all personnel protective equipment used on Railway Property meets applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **http://www.bnsfcontractor.com/. However,** a partial list of the requirements include; a) safety glasses: permanently affixed side shields (no yellow lenses), b) hard hats (with high visibility retroreflective tape recommended), c) safety shoes with: hardened toe, above-the-ankle lace-up and a defined heel, and d), high visibility retro-reflective outer layer work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. (NOTE: Should there be a discrepancy between the information contained on the website and the information in this paragraph, the website governs.)

1.06.09 Do not pile or store any materials, machinery, or equipment closer than 25'-0" to the center line of the nearest Railway track. Do not store or temporarily leave materials, machinery, or equipment within 250

feet of any roadway/rail grade crossing where storage of the same obstructs the view of a train approaching the crossing.

1.06.10 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set, and, if equipped with blade, pan, or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement.

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

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

1.07 Excavation

1.07.01 Before excavating, it must be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems, that either cross or run parallel with the track which are located within the Project's work area. The Contractor must determine whether excavation on Railway's Property could result in damage to buried cables resulting in delay to Railway traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. **A minimum of three business days before any excavation commences, the Contractor must contact the Railway's Signal Supervisor Joe Samek at (406) 370-1916 and Roadmaster Dustin Hayes at (406) 370-6683 and advise them of the upcoming excavation and allow them to arrange for any signal and communications lines to be located by Railway's personnel**. ***Railway is not a party to One-Call Locates.*** All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

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

1.07.03 Conduct all excavations in compliance with applicable OSHA regulations, and, regardless of depth, shore areas where there is any danger to tracks, structures or personnel.

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

1.08 Hazardous Waste, Substances and Material Reporting

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

1.09 Personal Injury Reporting

1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor, or

Contractor's invitees while on the Railway's Property must be reported immediately (by phone voice mail if unable to contact in person) to the Railway's Flagger if present or to the Railroad's Emergency Hotline at 1-800-498-4838. **The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at (406) 523-1529** and a copy given to the Railway's Flagger no later than the close of shift on the date of the injury.

AWARD COPY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

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

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

5. Social Security # _____

6. Name (last, first, mi) _____

7. Address: Street: _____ City:
State_____ Zip:_____

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

Gender: _____

9. (a) Injury: _____ (b) Body Part: _____[i.e. (a) Laceration (b) Hand]

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

_____
_____
_____
_____
_____

12. Treatment:
g First Aid Only
g Required Medical Treatment
g Other Medical Treatment_____

13. Dr. Name _____ 30. Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip:_____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

_____
_____
_____
_____
_____
_____
_____

FAX TO
RAILWAY AT (406) 523-1529
AND COPY TO
RAILWAY REPRESENTATIVE

MONTANA RAIL LINK AND BNSF RAILWAY COMPANY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Requirements:

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

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

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

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

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

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

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

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

The estimated cost of work located within 50 feet (15 meters) of the railroad track (to base MRL and BNSF insurance policies on) is $5,000.

LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

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

a) unintended fire, lightning or explosion: or

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

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

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

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

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

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

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

OTHER TERMS

All other terms of your policy remain the same.

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

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

_____
Counter Signature

EXHIBIT "D"

NOTICE OF CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The Change Condition is replaced by the following:

4. Changes

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

OTHER TERMS

All other terms of your policy remain the same.

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

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

_____
Counter Signature

EXHIBIT "D"

COMMERCIAL GENERAL LIABILITY
CG 28 31 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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

This insurance does not apply to:

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

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

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

OTHER TERMS

All other terms of your policy remain the same.

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

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

_____
Counter Signature

EXHIBIT "D"

EXHIBIT "E"

PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS

1. **Railroad-Specific Preconstruction Meeting** Attend a mandatory railroad preconstruction meeting at a mutually agreeable date and time at least 30 calendar days in advance of any work within railroad right-of-way. The meeting may involve travel to each location in order to determine the nature of staging areas, access and any temporary crossings needed for the project.

2. RAILROAD CONSTRUCTION REQUIREMENTS

A. Description Perform Montana Department of Transportation ("State") **HSIP 8199(161)** UPN [**9920000**] Project ("Project") work on Montana Rail Link ("Railroad") property in accordance with this Exhibit "E", Exhibit "C" Contractor Requirements ("Exhibit "C" "), State Specifications, and the Project Plans. This Exhibit "E" provides requirements specific to this project and supplements, appends, or supersedes sections of Exhibit "C", where indicated.

B. Materials and Equipment Furnish all materials and equipment required to complete the work. Supplements Exhibit "C".

C. Railroad-specific Preconstruction Meeting Attend a mandatory railroad preconstruction meeting at a mutually agreeable date and time at the project location at least 30 calendar days in advance of any work within railroad right-of-way.

D. Contractor Work Plan This section supplements the requirements of Section 1.03.07 of Exhibit "C".

Submit to Railroad through State for approval a written work plan at least 30 calendar days in advance of beginning work on Railroad Property. Submit one electronic pdf copy of the work plan to Railroad's Public Works Engineer. Railroad approval of the work plan is required prior to beginning work. Use the Contractor Work Plan as a basis of discussion at the Railroad Preconstruction meeting to be held prior to work on Railroad's property.

1) Include the following items in the work plan:

(a) Sequence of Operations Provide the proposed sequence of operations for demolishing the existing overpass structures and for constructing the new overpass structures. Include a schedule showing the start and finish dates for each main task. Identify tasks that require railroad flagging personnel to be present.

(b) Track Closures Identify operations that require track closures. Identify dates and durations for proposed track closures. Coordinate with Railroad to determine acceptable track work windows for the demolition of existing structure and construction of the new bridges prior to submitting the work plan. Make specific written requests for track windows at least three weeks in advance in accordance with Section E during construction.

(c) Equipment Provide a list of all equipment to be used to perform the work and the locations of equipment operation.

(d) Dimensions and Clearances Provide plans showing the horizontal clearances from the centerline of tracks to any falsework and equipment. Dimension vertical clearances between the top of rail and any overhead obstructions.

(e) Temporary Facilities Provide drawings that depict the location and size of proposed temporary track crossings, staging areas, material stock piles, and access roads. Also show the proposed locations of any temporary falsework needed for demolition and construction of the new bridges. Show clearances between the edge of falsework and centerline of adjacent existing tracks.

(f) Proposed Submittals for Railroad Review Provide a list of proposed submittals necessary for the work required by Railroad by title.

(g) Drainage and Erosion Control Plans Provide drainage and erosion control plans for temporary access roads and work areas. Groundwater may be encountered during the excavation for the new bridge bents. Provide, in the work plan, the proposed means of capturing and dispensing of water should it be encountered during the bridge bent construction. Integrity of tracks and existing drainage must be taken into account.

(2) The Contractor is responsible for any delays or costs associated with resubmittals if incomplete or unacceptable work is initially submitted. Execute the work according to the plan. Any changes to the work plan require prior approval by State and Railroad.

E. Design Submittals Provide submittals in accordance with Exhibit "C", Section 1.01.07. Supplements Section 1.01.07 of Exhibit "C".

1) Demolition Plans Provide submittals specific to the demolition of the existing bridges to Railroad through State. Include a written sequence of operations for the demolition. Demonstrate through engineering calculations the continuous stability of the structures during removals. Include all calculations for the design of temporary falsework needed during demolition. Existing substructure components must be removed to a minimum depth of six feet (6') below base of rail or three feet (3') below the final finish grade, whichever is lower.

2) Shoring Required for Excavation Supplements Sections 1.01.07 and 1.03.03 of Exhibit "C". No excavations are allowed within the "Minimum Construction Clearance Envelope" found on p. 36 of the BNSF-UPRR Guidelines for Railroad Grade Separation Projects available at the following:
https://www.up.com/cs/groups/public/documents/document/pdf_rr_grade_sep_projects.pdf

3) Incomplete or Unacceptable Submittals The Contractor is responsible for any delays or costs associated with resubmittals if incomplete or unacceptable work is initially submitted.

4) Engineer's Certification The Contractor's Professional Engineer who seals any required submittal plans involving demolition and/or excavation (e.g, shoring plans and demolition plans) must inspect the shoring/cribbing, falsework, temporary bracing, and protective coverings to ensure conformity to working drawings. The Engineer must provide written certification to the Railroad that the inspected field conditions, work performed and materials used as covered by the submittals conform to the design prior to proceeding with use by Contractor.

F. Construction Requirements

1) Railroad Flagging Railroad will provide personnel to perform railroad flagging in accordance with Section 1.05 of Exhibit "C" Contractor Requirements. Supplements Sections 1.01.05-06 and Section 1.05 of Exhibit "C".

2) Temporary Track Windows Supplements Sections 1.01.02 and 1.01.08 of the Exhibit "C". Perform the Project work so as to avoid interfering with the movement of trains. Temporary track windows (track windows, or sometimes called work windows) on a temporary basis may be provided wherein no trains or cars are moved or stored on any track within a specified area. For the placement of beams, demolition of existing structures, and similar activities involving work over tracks, Contractor may request work windows. Railroad will allow temporary track windows to accommodate specific construction activities at dates, times and durations of Railroad's sole discretion. Track windows start dates, times and durations are variable depending on Railroad's operational needs.

(a) Requesting Track Windows Make written (email) requests for track windows at least three weeks in advance with the Railroad's Public Works Engineer, Roadmaster, and Operating Group (contact information to be provided at the Railroad Preconstruction meeting) to schedule track windows. Railroad may amend the window request process from time to time throughout the project to ensure coordination

(b) Track Window Limitations The following general limitations apply: Track windows are limited to a four-hour duration between the hours of 6:00 AM and 4:00 PM. A maximum of five (5) windows within any two-week period is considered a limiting value during the Project. Railroad reserves the right to delay, shorten, or cancel previously approved track windows at Railroad's sole discretion.

3) Track Closures Continuous closure of a single or multiple tracks during the work season is not permissible.

4) Falsework Supplements Sections 1.03.01 and 1.01.07 of Exhibit "C". Temporary falsework may be required to remove the existing structures and erect the new bridges. Design and construct falsework to protect the switch machines, signal equipment, rails, ties, and ballast from damage. Do not attach falsework to any part of the track. Remove all elements of the falsework as part of the work. Maintain the clearances shown on the plans and in accordance with Exhibit "C" Contractor requirements.

5) Cutting Torch and Welding Operations When a cutting torch or welding equipment is used, the following are required:

a) Tie Shield Do not torch over, between, or adjacent to the tracks unless a steel plate is used to shield the timber ties, switch gear, and signal/communications equipment. The shield plate must not come in contact with the rails.

b) Wet Ties Wet the ties below the steel plate and wet any other timbers or flammable materials located near the cutting or welding areas.

c) Work Site Monitoring Monitor the work site for at least two hours after cutting or welding has ceased to detect a smoldering fire.

6) Fire Protection Do not store flammable materials on railroad property. Provide a means to suppress fire during operations that involve cutting torches or welding equipment.

7) Disturbance of Track Structural Section Supplements Section 1.03.03 of Exhibit "C". No Contractor disturbance of the track structural section is allowed. Except at temporary grade crossings approved by Railroad, operate no Contractor equipment on the ground within the "Minimum Construction Clearance Envelope" found on p. 36 of the BNSF-UPRR Guidelines for Railroad Grade Separation Projects available at the following: https://www.up.com/cs/groups/public/documents/document/pdf_rr_grade_sep_projects.pdf

8) Crane Operations When cranes are operated over or adjacent to the tracks, the following are required:

a) Soil Conditions and Crane Mats Verify that the foundations and soil conditions under cranes and crane outriggers can support the loads induced by the crane under an assumed maximum capacity lift. Crane mats are always required. Use crane mats that are rigid and of sufficient capacity to safely distribute the crane loads.

b) Lifting Over Tracks Only cranes with the rated capacity to handle the loads may be used to lift materials over the tracks. Front end loaders and backhoes cannot be used in place of a crane to lift materials over the tracks. These types of equipment do not have the necessary safety features built into the machines to circumvent overloading and tipping.

c) Cranes Crossing Tracks Additional track protection may be required for cranes crossing at approved temporary grade crossings. Submit the methods of protection for Railroad review and comment with adequate advance notice prior to the proposed movement. Cranes are not allowed cross without receiving notice that Railroad has no objection to the movements. Supplements Section 1.05 of Exhibit "C".

d) Outriggers Do not place outriggers for cranes and other equipment on the tracks or ballast.

e) Cranes and Railroad Flagger Protection Do not operate cranes within 25 feet of tracks without Railroad Flagger protection. Additionally, cranes operating further than 25 feet from the nearest track require Railroad Flagger present if the boom length is such that it could fall onto a track. Supplements Section 1.05 of Exhibit "C".

f) Crane Operations and Train Passage Upon notice of the approach of a train, rotate the crane body to position the boom in a line parallel with the track. Make stationary any suspended load by lowering it until contact is made with the ground. During passage of the train, the Crane Operator is required to stop all movements. Crane Operators must remain in the cab with the motor at idle with the load lines, boom, rotation and travel controls locked and stationary until the full length of the train has passed the Project site.

High Winds Do not operate cranes in high winds.

MRL Train Delay Provisions

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

For loss of use, contractor will be billed the current freight train hour rate per train as determined from RAILROAD's record. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

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

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

STANDARD PROVISIONS INDEX

FEDERAL AID PROJECTS CONTAINS

Federal Wage Rates (Rev. 2-25-2022)..... 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 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. . 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. . 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.

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

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

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

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

Union Rate Identifiers:

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

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

Survey Rate Identifiers:

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

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

Union Average Rate Identifiers:

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

* a conformance (additional classification and rate) ruling

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

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

Write to:

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

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

Write to:

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

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

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

Write to:

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

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

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END OF GENERAL DECISION

Effective 03-10-22

"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.

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.