CONTRACT NO. 05723

Backsfed.042823

# 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 October 26, 2023. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

HSIP 1034(4) SF 169 Rimrock & 62nd Street West - Billings

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 #05723
## AWARDED ON: NOVEMBER 07, 2023
## TO: KNIFE RIVER CORPORATION

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Malcolm “Mack” Long
Director of Transportation

Contract No.05723
SEH:ST:9383001AWD

AWARD COPY

# CURRENT QUESTIONS & ANSWERS

## 201 - SF 169 RIMROCK & 62ND STREET WEST - BILLINGS - October 26, 2023

### Notifications

**-1-**

Submitted: Tuesday 03-OCT-2023 07:10 AM

New Federal Required Contract Provisions, Form FHWA-1273, are in effect for projects awarded after 10-23-23. The Federal Required Contract Provisions revised 7-5-2022 found in the advertised proposal are hereby replaced with the revised version of 10-23-23: **FORM FHWA-1273** **(See end of Q & A)**

### Addendums

**-1-**

Submitted: Tuesday 24-OCT-2023 12:47 PM

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

To download the addendum bid files: Bid Express™ Secure Internet Bidding

### Clarifications

**-1-**

Submitted: Thursday 19-OCT-2023 01:42 PM

MDT has not completed the Right of Way agreement for Parcel 3, we anticipate to have it prior to the Notice to Proceed. The contractor will not be allowed to work on this parcel until the Right of Way agreement is completed and MDT has physical and legal possession. See the attached exhibit for Parcel 3. **EXHIBIT-PARCEL 3**

### Questions

**-1-**

Submitted: Tuesday 10-OCT-2023 01:17 PM

Company: Knife River - Billings

Contact: Van Hildreth

Can we get DGN or DWG CAD files with existing and proposed line work?

Can we get XML files of the existing and proposed surfaces?

Can we get XML or other format files of the roadway alignments and profiles including the curb & gutter profiles and roundabout curbing?

Answer

Submitted: Thursday 19-OCT-2023 09:40 AM

The design files for the requested project are posted here: The requested files do not represent the staked project, but are only design files. The Department cannot guarantee the accuracy of the electronic data, particularly as it may be called up by your computer, nor does any data in these files supersede the data in the contract documents. In addition, the Department will not make any revisions to the electronic files pertaining to the staked project, change ordered work, or changes that are made during construction to fit field conditions. **DESIGN FILES**

**-2-**

Submitted: Wednesday 18-OCT-2023 04:09 PM

Company: Knife River - Billings

Contact: Van

NTP date is 12/26/23 (or flex date) SP 14, Sequence of operations, A.9.b - Construction outside Rimrock/Molt Road may be closed to traffic for the duration of construction. SP 38, Subsurface Drains, 90 day waiting period.

Is it the intent that the West and East legs (sta 109+50 to sta 123+00+/-) and the South and North legs (sta 207+25 to sta 221+00+/-) can be closed to traffic for duration of construction,

leaving Molt road (North of project) Rimrock (East of project) and the connecting curve open to traffic?
Is it the intent that the subsurface drains be installed starting at NTP date of 12/26/23 (or earlier per flex time) with the 90 day waiting period being prior to April 15, 2024 (more or less)?
If that is the intent, will contract time be assessed for prior to 4/15/24 to install the subsurface drains?
Will contract time be assessed for the 90 day waiting period if after 4/15/24?
Answer
Submitted: Tuesday 24-OCT-2023 08:43 AM
1. Yes, the intent is to allow a full closure of all 4 legs of the Roundabout during construction. Rimrock/Molt Road must remain open during the closure and an approved Traffic Control plan must be in place. If the subsurface drains are installed and there is no work being done, re-open the closure. Maintain pipe crossings until significant subgrade work begins, at that time the full closure can begin again.
2. Yes, ideally the subsurface drains will be installed prior to April 15th. Time will be charged for disturbances to traffic during winter shutdown. If traffic patterns are returned to normal prior to April 15th time will be shut down until April 15th.
3. Contract time will be assessed beginning April 15th.
4. Yes, contract time will be assessed for the 90-day waiting period after 4/15/24. The contractor may shorten the 90-day waiting period and proceed at their own risk constructing subgrade and surfacing. If the waiting period is shortened, repairs to subgrade are the responsibility of the contractor.
**-3-**
Submitted: Thursday 19-OCT-2023 08:53 AM
Company: COP Construction LLC
Contact: Christian Duffus
Bid item 0330 (603 010 020 FILL AND ABANDON PIPE) has a unit of measure of CUYD. Is this intended to be LNFT?
Answer
Submitted: Friday 20-OCT-2023 01:38 PM
The following revised summary sheet for sanitary sewer reflects changes for the fill and abandon pipe quantity being measured as cubic yards and the associated quantity revision.
**REVISED PLAN SHEET 21**

The quantity for FILL AND ABANDON PIPE (603010020) has been decreased to 6.00 CUYD. An addendum will be issued.

**REQUIRED CONTRACT PROVISIONS**
**FEDERAL-AID CONSTRUCTION CONTRACTS**

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

## II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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** (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to *DBAconformance@dol.gov*. 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.

(4) 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 will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

**2. Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**3. Records and certified payrolls** (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( *e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**4. Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

**11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

**3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

**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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To 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. 46 CFR 381.7.

2. To 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
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.

CONTRACT NO. 05723

Montana Department of Transportation
Construction Contracting Bureau

Date(s) Issued:
October 24, 2023

A D D E N D U M

For The Following Project(s)
To Be Let On:
October 26, 2023

201 – SF 169 Rimrock & 62nd Street West Billings
HSIP 1034(4)

ADDENDUM NO. 1
ATTACHMENT NO. 1

REVISED SCHEDULE OF ITEMS
Changing quantity for Item #:
603 010 020 – Fill and Abandon Pipe – 6.00 CUYD

INSTRUCTIONS – READ CAREFULLY

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

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

Miki Lloyd

Miki Lloyd, Section Supervisor
Construction Contracting Bureau

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 05723

PROJECT: HSIP 1034(4) (9383004001)
SF 169 RIMROCK & 62ND STREET WEST - BILLINGS

| PROP LINE NO. | ITEM NUMBER | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY |
|---|---|---|---|---|
| | SECTION 0001 - PAVING, GRADING, ROUNDABOUT, SIGNING | | | |
| 0010 | 103 500 005 | ESCROW OF BID DOCUMENTS | LS | 1.00 |
| 0020 | 104 030 010 | MISCELLANEOUS WORK | UNIT | 40,000.00 |
| 0030 | 105 070 000 | CONTRACTOR SURVEY AND LAYOUT | LS | 1.00 |
| 0040 | 105 080 070 | MONUMENT BOX | EACH | 1.00 |
| 0050 | 108 000 000 | CRITICAL PATH SCHEDULE | LS | 1.00 |
| 0060 | 109 200 005 | MOBILIZATION | LS | 1.00 |
| 0070 | 202 020 140 | REMOVE BITUMINOUS PAVEMENT | SQYD | 3,121.00 |
| 0080 | 202 020 358 | ABANDON WELL | EACH | 2.00 |
| 0090 | 203 020 100 | EXCAVATION-UNCLASSIFIED | CUYD | 14,198.00 |
| 0100 | 203 020 310 | SPECIAL BORROW-NEAT LINE | CUYD | 28,133.00 |
| 0110 | 203 080 100 | TOPSOIL-SALVAGING AND PLACING | CUYD | 3,319.00 |
| 0120 | 208 010 150 | TEMPORARY EROSION CONTROL-LS | LS | 1.00 |
| 0130 | 208 010 200 | TEMPORARY EROSION CONTROL-FIXED | UNIT | 500.00 |
| 0140 | 301 020 268 | TRAFFIC GRAVEL | CUYD | 544.00 |
| 0150 | 301 020 340 | CRUSHED AGGREGATE COURSE | CUYD | 4,757.00 |
| 0160 | 301 020 450 | SPECIAL BACKFILL | CUYD | 590.00 |
| 0170 | 301 020 465 | LOW PERMEABILITY BACKFILL | CUYD | 189.00 |
| 0180 | 301 020 625 | AGGREGATE TREATMENT | SQYD | 19,743.00 |
| 0190 | 401 020 064 | COMMERCIAL PLANT MIX-MISC | TON | 90.00 |
| 0200 | 401 020 122 | COMMERCIAL MIX-PG 58V-34 | TON | 2,456.00 |
| 0210 | 401 020 155 | COMMERCIAL MIX-3/8 IN-PG 58V-34 | TON | 2,419.00 |
| 0220 | 402 020 315 | EMULSIFIED ASPHALT-TACK COAT | GAL | 2,218.00 |
| 0230 | 501 010 125 | PORT CEM CONC PAVE 9 IN | SQYD | 69.00 |
| 0240 | 501 010 126 | PORT CEM CONC PAVE 9 IN COLORED | SQYD | 401.00 |
| 0250 | 551 020 030 | CONCRETE-CLASS GENERAL | CUYD | 5.60 |
| 0260 | 551 020 126 | CONTROLLED LOW STRENGTH MATL | CUYD | 7.00 |
| 0270 | 601 011 920 | INSULATION | SQFT | 96.00 |
| 0280 | 601 012 070 | WATER SERVICE 1 1/2 IN | EACH | 1.00 |
| 0290 | 603 000 050 | GRANULAR BEDDING MATERIAL | CUYD | 305.00 |
| 0300 | 603 000 060 | FOUNDATION MATERIAL | CUYD | 822.00 |
| 0310 | 603 000 075 | REMOVE SANITARY SEWER | LNFT | 45.30 |
| 0320 | 603 000 080 | REMOVE WATER VALVE BOX | EACH | 2.00 |
| 0330 | 603 010 020 | FILL AND ABANDON PIPE | CUYD | **6.00** |
| 0340 | 603 012 530 | RCP 18 IN | LNFT | 234.00 |
| 0350 | 603 012 555 | RCP 24 IN | LNFT | 80.00 |
| 0360 | 603 013 202 | RCPA 24 IN EQ DIA | LNFT | 138.00 |
| 0370 | 603 013 235 | RCPA 48 IN EQ DIA | LNFT | 240.00 |
| 0380 | 603 013 446 | PVC TEE ASSEMBLY | EACH | 1.00 |
| 0390 | 603 013 453 | PIPE-PVC 18 IN | LNFT | 45.30 |
| 0400 | 603 013 457 | PIPE-PVC 8 IN | LNFT | 2,802.00 |
| 0410 | 603 013 459 | PIPE-PVC 4 IN | LNFT | 80.00 |
| 0420 | 603 013 466 | PIPE-PVC PRESS 8 IN WATER | LNFT | 1,803.50 |
| 0430 | 603 013 493 | PIPE-PVC 24 IN | LNFT | 64.30 |
| 0440 | 603 013 549 | CONNECT TO EXISTING PIPE | EACH | 4.00 |
| 0450 | 603 013 655 | ENCASEMENT PIPE-15 IN | LNFT | 116.00 |
| 0460 | 603 014 242 | ADJUST VALVE BOX | EACH | 5.00 |
| 0470 | 603 014 244 | RESET VALVE BOX | EACH | 1.00 |

| PROP LINE NO. | ITEM NUMBER | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY |
|---|---|---|---|---|
| 0480 | 603 014 492 | HYDRANT ASSEMBLY | EACH | 1.00 |
| 0490 | 603 017 040 | STORM DRAIN PIPE-12 IN | LNFT | 148.10 |
| 0500 | 603 017 050 | STORM DRAIN PIPE-18 IN | LNFT | 62.40 |
| 0510 | 603 017 070 | STORM DRAIN PIPE-30 IN | LNFT | 349.90 |
| 0520 | 603 587 020 | REMOVE PIPE CULVERT | LNFT | 1,572.40 |
| 0530 | 603 587 040 | REMOVE AND SALVAGE CULVERT | LNFT | 531.00 |
| 0540 | 604 000 100 | ADJUST MANHOLE | EACH | 6.00 |
| 0550 | 604 000 120 | REMOVE FIRE HYDRANT | EACH | 1.00 |
| 0560 | 604 000 250 | ADJUST FIRE HYDRANT | EACH | 1.00 |
| 0570 | 604 010 172 | REMOVE MANHOLE | EACH | 1.00 |
| 0580 | 604 010 250 | INLET CURB-SPECIAL DESIGN | EACH | 8.00 |
| 0590 | 604 010 302 | MANHOLE STRUCTURE BASE 48 IN (1220 MM) | EACH | 3.00 |
| 0600 | 604 010 304 | MANHOLE STRUCTURE BASE 60 IN | EACH | 2.00 |
| 0610 | 604 010 308 | MANHOLE STRUCTURE BASE 84 IN (2100 MM) | EACH | 1.00 |
| 0620 | 604 010 310 | MANHOLE STRUCTURE BASE 96 IN | EACH | 1.00 |
| 0630 | 604 010 352 | ADDITIONAL BARREL 48 IN | LNFT | 10.00 |
| 0640 | 604 010 354 | ADDITIONAL BARREL 60 IN | LNFT | 4.00 |
| 0650 | 604 010 358 | ADDITIONAL BARREL 84 IN | LNFT | 7.00 |
| 0660 | 604 010 360 | ADDITIONAL BARREL 96 IN | LNFT | 2.00 |
| 0670 | 604 010 660 | MANHOLE LID AND FRAME | EACH | 6.00 |
| 0680 | 604 010 661 | CURB INLET FRAME AND GRATE | EACH | 8.00 |
| 0690 | 604 010 662 | DROP INLET FRAME AND GRATE | EACH | 1.00 |
| 0700 | 604 100 020 | AIR RELEASE VALVE ASSEMBLY | EACH | 1.00 |
| 0710 | 607 100 147 | FARM FENCE-TYPE F2M-32 IN WW | LNFT | 493.00 |
| 0720 | 607 100 385 | FARM FENCE-PANEL/DOUBLE FM | EACH | 3.00 |
| 0730 | 607 100 720 | DEADMAN | EACH | 1.00 |
| 0740 | 608 010 020 | SIDEWALK-CONCRETE 4 IN | SQYD | 535.80 |
| 0750 | 608 010 090 | CONCRETE 3 IN | SQYD | 948.80 |
| 0760 | 608 010 125 | DETEC WARNING DEVICES-TYPE 1 | SQYD | 28.40 |
| 0770 | 609 010 030 | CURB-CONC MEDIAN TYPE A | LNFT | 2,946.90 |
| 0780 | 609 010 200 | CURB AND GUTTER-CONC | LNFT | 2,533.30 |
| 0790 | 610 010 100 | TOPSOIL | CUYD | 269.00 |
| 0800 | 610 100 101 | SEEDING AREA NO 1 | ACRE | 5.90 |
| 0810 | 610 100 102 | SEEDING AREA NO 2 | ACRE | 0.20 |
| 0820 | 610 100 103 | SEEDING AREA NO 3 | ACRE | 1.80 |
| 0830 | 610 100 326 | FERTILIZING AREA NO 1 | ACRE | 5.90 |
| 0840 | 610 100 327 | FERTILIZING AREA NO 2 | ACRE | 0.20 |
| 0850 | 610 100 480 | TURF REINF MAT-SYNTHETIC FIBER | SQYD | 53.10 |
| 0860 | 610 100 561 | EROSION CONTROL BLANKET-LONG-TERM | SQYD | 490.10 |
| 0870 | 610 100 625 | LANDSCAPING | LS | 1.00 |
| 0880 | 613 100 030 | RIPRAP-CLASS 1 RANDOM | CUYD | 32.30 |
| 0890 | 615 010 063 | IRRIGATION CLEANOUT | EACH | 12.00 |
| 0900 | 615 010 739 | VALVE-GATE 8 IN | EACH | 2.00 |
| 0910 | 616 343 914 | CONDUIT-PLASTIC 1 1/2 IN | LNFT | 2,355.00 |
| 0920 | 616 343 920 | CONDUIT-PLASTIC 2 IN | LNFT | 274.00 |
| 0930 | 616 783 006 | PULL BOX-COMPOSITE TYPE 1 | EACH | 8.00 |
| 0940 | 617 000 000 | FOUNDATION-CONCRETE | CUYD | 8.40 |
| 0950 | 617 000 050 | POLES-TREATED WOOD CLASS 4 | LNFT | 10.00 |
| 0960 | 617 123 108 | CONDUCTOR-COPPER AWG8-600V | LNFT | 5,276.00 |
| 0970 | 617 123 110 | CONDUCTOR-COPPER AWG10-600V | LNFT | 2,629.00 |
| 0980 | 617 123 112 | CONDUCTOR-COPPER AWG12-600V | LNFT | 781.00 |
| 0990 | 617 183 056 | STANDARD-STL TYPE 10-A-500-6 | EACH | 16.00 |
| 1000 | 617 303 300 | HIGH EFFICACY LUMINAIRE LED | EACH | 16.00 |
| 1010 | 617 333 105 | ELEC SERV ASSEMBLY | EACH | 1.00 |
| 1020 | 618 030 005 | TRAFFIC CONTROL DEVICES CB | UNIT | 400,000.00 |
| 1030 | 619 010 090 | SIGNS-ALUM REFL SHEET XI | SQFT | 232.90 |

| PROP LINE NO. | ITEM NUMBER | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY |
|---|---|---|---|---|
| 1040 | 619 010 200 | RESET SIGNS | EACH | 1.00 |
| 1050 | 619 010 230 | REMOVE SIGN | EACH | 21.00 |
| 1060 | 619 010 340 | POSTS-TUBULAR STEEL-SQ-PERF | LB | 1,426.00 |
| 1070 | 619 010 480 | POLES-TREATED WOOD 4 IN | LNFT | 84.00 |
| 1080 | 619 010 490 | POLES-TREATED WOOD 5 IN | LNFT | 16.00 |
| 1090 | 619 010 770 | SQ TUBLR SLIP BASE BKWY-3 IN | EACH | 7.00 |
| 1100 | 619 011 010 | DELINEATOR DES A | EACH | 16.00 |
| 1110 | 619 011 179 | DELINEATOR-FLEX SURF MTD WH | EACH | 8.00 |
| 1120 | 619 011 180 | DELINEATOR-FLEX SURF MTD YLW | EACH | 16.00 |
| 1130 | 620 010 301 | CURB MARKING-YELLOW EPOXY | GAL | 26.00 |
| 1140 | 620 011 105 | WORDS AND SYMBOLS-WHITE PAINT | GAL | 2.00 |
| 1150 | 620 011 110 | WORDS AND SYMBOLS-YELLOW PAINT | GAL | 12.00 |
| 1160 | 620 011 260 | WORDS AND SYMBOLS-WHITE EPOXY | GAL | 3.00 |
| 1170 | 620 011 265 | WORDS AND SYMBOLS-YELLOW EPOXY | GAL | 15.00 |
| 1180 | 620 012 955 | TEMPORARY STRIPING | LNFT | 10,519.00 |
| 1190 | 620 013 000 | STRIPING-WHITE PAINT | GAL | 28.00 |
| 1200 | 620 013 960 | STRIPING-WHITE EPOXY | GAL | 37.00 |
| 1210 | 620 014 000 | STRIPING-YELLOW PAINT | GAL | 36.00 |
| 1220 | 620 014 960 | STRIPING-YELLOW EPOXY | GAL | 48.00 |
| 1230 | 622 010 075 | GEOGRID - BIAXIAL | SQYD | 49,769.00 |
| 1240 | 622 011 022 | SUBSURFACE DRAIN FILTER-HIGH SURV | SQYD | 1,924.00 |
| 1250 | 622 011 043 | PERM EROSION CONTROL-HIGH SURV | SQYD | 76.20 |
| 1260 | 622 011 084 | GEOTEXTILE STABILIZATION | SQYD | 30,642.00 |
| 1270 | 622 011 087 | SEPARATION GEOTEXTILE - MOD | SQYD | 7,345.00 |
| 1280 | 623 000 155 | MAILBOX | EACH | 1.00 |

**TABLE OF CONTENTS**
**FEDERAL AID PROJECT(S) HSIP 1034(4)**

1. PROJECT DESCRIPTION [102] ..... 8
2. CONTRACT TIME – FLEX TIME PROCEED DATE [108] (REVISED 1-21-16M) ..... 8
3. CONTRACT DOCUMENTS [102] (REVISED 3-9-23) ..... 9
4. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 2-23-23) ..... 9
5. DBE QUOTES [102] (REVISED 3-10-16) ..... 9
6. DBE USAGE [102] (REVISED 2-23-23 M) ..... 9
7. LABOR REQUIREMENTS [102] (REVISED 9-5-19) ..... 10
8. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 5-18-23) ..... 10
9. SOIL BORING INFORMATION [102] (REVISED 1-16-14) ..... 10
10. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 4-28-22) ..... 11
11. ESCROW OF BID DOCUMENTS [103] (REVISED 4-28-22) ..... 11
12. PARTNERING- LEVEL II FACILITATION [105] (ADDED 2-25-21) ..... 11
13. BUILD AMERICA, BUY AMERICA (BABA) [106] (ADDED 12-08-22) ..... 11
14. SEQUENCE OF OPERATIONS ..... 12
15. SPECIAL BORROW ..... 13
16. EMBANKMENT FOUNDATION AND SUBGRADE TREATMENT WITH GEOSYNTHETICS AND SPECIAL BORROW ..... 13
17. STATUS OF UTILITIES [108] (ADDED 1-1-03) ..... 14
18. DEPARTMENT CONSTRUCTION TRAINING [108] (ADDED 5-18-23) ..... 14
19. NOTICE TO BIDDERS [108] (ADDED 11-21-08) ..... 15
20. SUBCONTRACTING CONSULTANTS [108] (REVISED 2-27-14) ..... 15
21. NOISE IMPACT [208] (REVISED 5-24-12) ..... 15
22. ENVIRONMENTAL SPECIFICATIONS [208] (ADDED 9-9-21M) ..... 15
23. STORM WATER PERMITTING REQUIREMENTS UNDER THE MT POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (REVISED 8-10-23) ..... 15
24. CLEAN WATER ACT SECTION 404 PERMIT AND SECTION 401 CERTIFICATION ..... 17
25. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REVISED 9-9-21M) ..... 19
26. PROTECTION IN PLACE OF EXISTING SANITARY SEWER DURING CONSTRUCTION ..... 19
27. MONTANA FLOODPLAIN AND FLOODWAY MANAGEMENT ACT [208] (REVISED 9-9-21M) ..... 20
28. RIDE SPECIFICATION CATEGORY (SINGLE) [401] (REVISED 12-13-12) ..... 20
29. BASE PRICE FOR CONCRETE [551] (REVISED 12-17-20) ..... 20

30. INTEGRAL COLORED DECORATIVE CONCRETE PAVEMENT ..... 20
31. PROTECTION OF INLETS & MANHOLES FROM MATERIAL ENTERING..... 21
32. LOCATE MANHOLES, VALVES, & CURB STOPS ..... 21
33. CORRUGATED POLYETHYLENE APPROACH PIPE [603] (REVISED 12-12-19)..... 22
34. FOUNDATION TREATMENT FOR CULVERTS AND PIPELINES (REVISED 12-11-15) ..... 22
35. SPECIAL BACKFILL FOR CULVERTS AND PIPELINES (REVISED 12-11-15)..... 23
36. REINFORCED CONCRETE PIPES, BOXES, INLETS AND MANHOLES [603] (ADDED 12-13-18) ..... 23
37. WATERLINE INSULATION ..... 23
38. SUBSURFACE DRAIN INSTALLATION AND WAITING PERIOD ..... 23
39. RCPA EXTERNAL JOINT WRAP ..... 25
40. DEWATERING ..... 25
41. ABANDON WELL ..... 26
42. BIAXIAL GEOGRID ..... 26
43. STRUCTURAL BOLTING OF ANCILLARY STRUCTURES ..... 27
44. HIGH EFFICACY LUMINAIRE LED ..... 27
45. SERVICE CONNNECTIONS ..... 28
46. ANCHOR BOLT TENSIONING FOR ANCILLARY STRUCTURES..... 28
47. AASHTO M 332 PERFORMANCE-GRADED ASPHALT BINDER (MSCR) [702] (REVISED 2-23-23) ..... 29

SECTION II
Nondiscrimination Notice
Seeding Special
Permit Maps
Logs of Boring

SECTION III
Standard Provisions & Requirements

# SPECIAL PROVISIONS

## FEDERAL AID PROJECT NO(S). HSIP 1034(4)

(REVISED 6-29-23)

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

- "Question and Answer Forum": https://www.mdt.mt.gov/business/contracting/qacurrent.shtml
- "Standard Specifications for Road and Bridge construction": https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V4-0.pdf
- The most recent version of the Detailed Drawings: https://www.mdt.mt.gov/business/contracting/detailed_drawings.shtml
- The most recent version of the Materials Manual: https://www.mdt.mt.gov/other/webdata/external/materials/materials_manual/MDT-MATERIALS-MANUAL-062923-LETTING.pdf

The latest version of the Standard Specifications, Biannual 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. Answers provided by the Department to the questions, clarifications, and notifications can be posted up to 5:00 p.m. on the day before the 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]

Reconstruct the existing two-way stop-controlled intersection of 62nd Street West and Rimrock Road located along the northwestern fringe of Billings as a roundabout. Work will extend approximately 600-1000 feet along each leg of the intersection and includes grading, paving, irrigation and drainage, curb and gutter, lighting, signing, and striping.

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

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

B. Notice to Proceed. The notice to proceed will be issued with an effective date of December 26, 2023. The Contractor may change the notice to proceed date to an earlier date if written notification is received at least ten calendar days in advance of the date selected and the selected date is approved by the Project Manager. Include an updated schedule with the notification.

C. Contract Time. Contract time assessment will begin on the notice to proceed date issued by the Department or as changed by the Contractor, whichever is earlier. Work is

to be completed in 120 working days. The waiting period days from Subsurface Drain installation is not included in the contract time. Working days will be paused during the waiting period for the Subsurface Drain.

3. CONTRACT DOCUMENTS [102] (REVISED 3-9-23)

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

1) Table of Contractor's Submittals. (Revised 6-9-22)
2) Traffic Control Rate Schedule (Revised 3-9-23)
3) Erosion Control Rates

4. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 2-23-23)

The DBE goal for this contract is 0.00%. Use the AASHTOWare Project BidsTM 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 BidsTM 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/ess-dbe/.

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 2-23-23 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 9.5% DBE usage. Although not a contract requirement, the Department believes that the aspirational goal can realistically be achieved through race neutral measures based on current availability of DBEs and standard competitive procurement processes. While the utilization is not mandatory to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Montana's DBE Program.

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

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

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

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

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

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

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

8. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 5-18-23)

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/ess-awardedproj/.

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

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

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

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

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

Soil, rock, and groundwater conditions shown on the logs of boring apply only at the specific boring locations and at the time the borings were made. They are not warranted to be representative of subsurface conditions at other locations or times. Groundwater conditions commonly vary seasonally and from that encountered during drilling. Determination of a

material's classification is based in part on judgment and opinion. The Department assumes no responsibility for any variation or misinterpretation of the classification of materials.

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

10. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 4-28-22)

No later than 7 calendar days after the date of bid-opening (the date of bid opening to count as the first full day), submit to ECCB form MDT-CON-106-02-3 in accordance with Subsection 103.11.

11. ESCROW OF BID DOCUMENTS [103] (REVISED 4-28-22)

Escrow of bid documents under 103.09 is required for this contract.

12. 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.

13. BUILD AMERICA, BUY AMERICA (BABA) [106] (ADDED 12-08-22)

Furnish construction materials manufactured in the United States. Manufacturing processes for the construction material must occur in the United States. Manufacturing processes are defined as the final manufacturing process and the process immediately preceding the final manufacturing process. Construction materials include articles, materials, or supplies that are or consist primarily of:

- Non-ferrous metals.
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).
- Glass.
- Lumber, and
- Drywall.

Construction materials exclude cement and cementitious materials, aggregates including stone, sand, or gravel, or aggregate binding agents (e.g., asphalt binder) or additives (e.g., polymer modifiers and admixtures).

Treat items that consist of two or more construction materials that have been combined through a manufacturing process, and items that include at least one construction material combined with a material that is not listed through a manufacturing process, as manufactured products. Manufactured products that do not contain steel or iron are exempt until further notice.

Buy America preference applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the project (e.g., temporary aluminum scaffolding). Buy America preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the structure (e.g., movable chairs, desks, or computer equipment used at or within the project but are not integral or permanently affixed to a structure).

Submit Form MDT-MAT-407 “Manufacturer’s Certificate of Compliance” for every material identified as a construction material in the Department’s Materials Manual Section MT 601 furnished to the project. Do not incorporate construction materials into the project until all required documentation is submitted to the Department. Ensure that suppliers and manufacturers understand the BABA and contract requirements to supply the required documentation.

The Department will not accept items installed until all supporting documentation has been reviewed and is found to be in accordance with the contract requirements. Insufficient or unavailable documentation or documentation showing products to contain construction materials of foreign origin are grounds for removal and replacement at the contractor’s expense.

The Department has designated which materials are considered “construction materials” and will be required to meet the new BABA regulations by their respective 9-digit material codes in section MT 601 of the Montana Materials Manual. However, the Department recognizes there will be situations where a product or material may not fit the designation indicated in section MT 601. In these cases, submit documentation demonstrating or justifying the supplier or manufacturer’s position their specific item has been misclassified to the Project Manager at least 10 business days in advance of installation. The Department, in conjunction with FHWA, will review the submitted documentation and make a determination as to how that specific product or material will be classified. These determinations will be final and will require the appropriate necessary documentation as defined above.

## 14. SEQUENCE OF OPERATIONS

A. Description. Schedule operations in the sequences outlined below to provide the least amount of inconvenience possible to the traveling public.

1) Sequence the work so that traffic is routed on a minimum 0.15-feet-thick plant mix surface with a minimum width of 12 feet per lane in each direction from November 16 to April 15. If traffic is not routed as described, all other work may be shut down, contract time will continue to be charged, and traffic control will not be measured for payment until the conditions described above are fulfilled. Failure to route traffic on a plant mix surface may also result in the Department providing a plant mix surface for the public. The cost of this work will be deducted from monies due or to become due the Contractor, or otherwise be billed to the Contractor.

2) Schedule the work to minimize inconvenience to the adjacent property owners and to minimize interruptions in utility and irrigation service. Maintain vehicular access to local businesses and landowners at all times. Coordinate proposed temporary access with businesses/property owners in advance of disruption of the existing access. Schedule work to minimize disruptions to local mail deliveries, emergency services, and school bus routes. Maintain vehicular access to residences during and after each work shift.

3) Ensure that all temporary traffic routing of vehicles in this area facilitates the movement of commercial truck traffic (WB-20LM/ WB-67). Ensure that all routes and intersections provide for the adequate movement of emergency vehicles, cars, pick-ups, and small trucks at a minimum at all times. Ensure that all lane widths are a minimum of 12 feet (clear of channelization devices) and include widened radii to accommodate turning movements where necessary.

4) Maintain two-way traffic for local (residents and farm property within project limits) traffic through the length of the project at all times, unless otherwise noted below. Local detour routes for all other traffic are provided below.

5) Utility installation and storm drain construction may require special traffic control accommodations not indicated by the primary construction phasing shown. When the present traveled way is disturbed, replace the aggregate surfacing, place 0.15 ft of bituminous surfacing and maintain to provide a smooth riding surface within 48 hours of completing utility work. Costs of replacing and maintaining these areas is included in the bid items for related work and not measured and paid separately.

6) The construction phasing may require multiple iterations/shifts to achieve the various phases of construction (i.e., grading, special borrow, crushed aggregate course, PMBS, etc.). This section of the special provisions is intended to aid the contractor and does not preclude the presence of other constraints either on or off-site.

7) Special measures, including sheet piling, shoring, gravity retaining block structures, and/or other temporary measures may be required to facilitate construction while providing for traffic. Include these items in the bid items for related work if there is no specific bid item for the special measures.

8) Alternate plans/zones/sequencing submitted by the contractor will be considered if it can be demonstrated that they provide as good or better maintenance of traffic, access, and safety as the plans included in this special provision.

9) Traffic Control. At all times throughout the project construction, maintain continuous access to the property owners located within the project limits.

a) Rimrock Road/Molt Road must remain open. Alternating lane closures are permitted during working hours.

b) The construction outside of Rimrock/Molt Road may be closed to traffic for the duration of construction.

c) The portion of Rimrock/Molt Road between the North and East legs of the Roundabout may be closed if traffic is diverted into the roundabout.

B. Measurement and Payment. Traffic control will be accomplished and paid for in accordance with Section 618 of the Standard Specifications and the “Traffic Control Rate Schedule” found elsewhere in the proposal. Preparing and updating the traffic control plan is considered incidental to traffic control and will not be measured or paid separately.

15. SPECIAL BORROW

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 sandy gravel free of organic and other deleterious material, meeting the AASHTO M 145 requirements for A-1-a group classification, with the following gradation requirements:

| Sieve Size | Percent Passing |
|---|---|
| 3” | 100 |
| ¾” | 70-90 |
| No. 4 | 35-60 |
| No. 200 | 8 Max |

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. EMBANKMENT FOUNDATION AND SUBGRADE TREATMENT WITH GEOSYNTHETICS AND SPECIAL BORROW

A. Description. This work consists of constructing an embankment foundation and subgrade treatment consisting of Geotextile, Geogrid, and Special Borrow in conformity to the lines and grades shown on the plans and cross sections or as directed by the Project Manager.

B. Materials.

1) Provide Non-Woven Stabilization Geotextile, meeting the requirements of Section 716.

2) Provide Geogrid meeting the requirements of the Special Provisions

3) Provide Special Borrow meeting the requirements of the Special Provisions.

C. Construction Requirements.

1) In the area of embankment placement, cut all vegetation greater than 1 inch in diameter flush with the ground and remove. Mow all vegetation flush with ground. Otherwise, do not disturb existing vegetation/vegetative root mat.

2) In areas of subgrade treatment, cut to the line and grades as shown on plans and cross sections.

3) Moisture Sensitive Soils and Unique Site Conditions, as identified in the Special Provisions, are anticipated at subgrade. No construction equipment is allowed directly on subgrade unless approved by Project Manager. Do not compact exposed subgrade, instead minimize disturbance.

4) Place Geotextile in accordance with Section 622 over the typical and embankment subgrade area, as shown on the plans and cross sections and terminating the Geotextile 3 feet from the embankment toe. Overlap the adjoining edges of the Geotextile a minimum of 3 feet with the edge of the upgrade sheet over the edge of the downgrade sheet.

5) Place Geogrid on top of Geotextile in accordance with Special Provision over the typical and embankment subgrade area, as shown on the plans and cross sections and terminating the Geogrid 3 feet from the embankment toe. Overlap the adjoining edges of the Geogrid a minimum of 3 feet with the edge of the upgrade sheet over the edge of the downgrade sheet.

6) Place 24 inches of Special Borrow over the Geogrid in one lift in accordance with Section 622.

7) Compact Special Borrow in accordance with Section 203 by testing the top of Special Borrow, or as approved by Project Manager.

8) In embankment areas, place additional layers of Special Borrow in accordance with Section 203.

D. Method of Measurement.

1) Special Borrow – Neat Line is measured in accordance with Section 203.

2) Geogrid is measured by the square yard as staked by the Project Manager.

3) Geotextile is measured in accordance with Section 622.

E. Basis of Payment. Payment is full compensation for all labor, tools, equipment, and other incidentals necessary to complete the work in accordance with the specifications and as directed by the Project Manager.

1) Special Borrow is paid for in accordance with Section 203.

2) Geogrid is measured by the square yard as staked by the Project Manager.

3) Geotextile is paid for in accordance with Section 622.

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. DEPARTMENT CONSTRUCTION TRAINING [108] (ADDED 5-18-23)

Do not work during the Department's Statewide Construction Training which will be held February 26 through March 1 of 2024. No time will be charged for Contracts with active construction during this period.

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

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

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

The following consultants performed work on the project:
Sanderson Stewart
SK Geotechnical
Marvin & Associates
Hyalite Environmental
Weston Solutions
Utility Mapping Services, Inc
Strategies 360

21. 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.

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

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

| | |
|---|---|
| Aquatic Resource Protection | Subsection 208.03.2A |
| Migratory Bird Treaty Act Compliance – Vegetation Removal | Subsection 208.03.4A(1) |

23. STORM WATER PERMITTING REQUIREMENTS UNDER THE MT POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (REVISED 8-10-23)

A. Description. The 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 (General Permit) 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 NOI package includes a Notice of Intent, with a topographic map, a 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 and implement the SWPPP. Provide an electronic 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.

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) Furnish and install public signage as required by the General Permit. Include the cost of the required sign(s) in the Temporary Erosion Control Lump Sum bid item. 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 General 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 copies of all NOI Packages submitted to DEQ and confirmations for receipt of complete NOI Packages 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. Use DEQ's most current self-inspection form available online at: https://deq.mt.gov/files/Water/WQInfo/Documents/WPBForms/2023-Attachment-B-

MTR100000.pdf. Provide a copy of all inspection reports to the Project Manager within 7 calendar days of the inspection.

Report potential noncompliance in accordance with applicable regulations, guidance, and permit conditions. Submit to the Project Manager within 7 calendar 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 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 and authorization is received from the Department. The Department may require that certain 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, the Department will notify the Contractor to begin the Permit Transfer Notification in DEQ FACTS. Once completed, provide verification that all fees have been paid and the permit is ready for transfer in DEQ FACTS. The Department is not liable for the completeness or accuracy of Contractor records completed prior to the permit transfer. Ensure permit conditions and responsibilities are met until confirmation of the transfer is received from DEQ. Defend and hold the Department 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.

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 an 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 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. 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 208-2 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.

## 24. CLEAN WATER ACT SECTION 404 PERMIT AND SECTION 401 CERTIFICATION

A. Description. This provision describes the project work that has been authorized under Sections 404 and 401 of the Clean Water Act (CWA) and the associated conditions that must be adhered to for compliance with CWA requirements.

B. Section 404 CWA Nationwide Permit 23 Description. The permanent features of this project are authorized under a US Army Corps of Engineers Nationwide Permit 23 – Approved Categorical Exclusions, (Army Corps File Number NWO-2021-00640-MT).

C. The permit for this project authorizes the following project work to be performed within waters of the US; Latitude 45.798555, Longitude -108.672983; Section 30, Township 1 North, Range 25 East; Yellowstone County, Montana.

1) Through the replacement of culverts and the construction of the roundabout there will be 1,816 linear feet of permanent impacts to an irrigation ditch, 635 linear feet of permanent impacts to roadside ditches through the placement of culverts and 381.8 linear feet of impacts to roadside ditches through the removal of existing culverts. There will be 1.650 acres of permanent impacts to emergent wetlands.

2) This authorization is valid until March 14, 2026.

3) Obtain the Nationwide Permit 23 Fact Sheet that fully describes the Nationwide Permit 23 and lists the General Conditions that must be adhered to for this authorization to remain valid. Adhere to the General Conditions.

D. Section 404 CWA Nationwide Permit 33 Description. Obtain authorization for the temporary features of this project (e.g. work bridges, work pads, cofferdams, diversions, etc.) under US Army Corps of Engineers Nationwide Permit 33 – Temporary Construction, Access, and Dewatering.

1) Acquire an additional Section 404 Permit and 401 Certification authorization for temporary discharges that are:

a) Located within 100 feet of the water source in natural spring areas;

b) Within the boundaries of any Tribal Reservation or Tribal trust lands;

c) Within the following waterways and their impoundments: Kootenai River, Missouri River, Yellowstone River, Bitterroot River, Clark Fork River (tributary to the Columbia River), Flathead River, Flathead Lake, and Milk River; or,

d) Within Special River Management Zone of the Upper Yellowstone River.

Prepare and submit a joint application in accordance with Section 208.03.3. MDT is not responsible for delays caused by incomplete or inaccurate submittals by the Contractor.

2) For all other temporary discharges, submit a written description to the Project Manager detailing the temporary facilities planned for the project, along with the associated restoration plan. Allow 5 working days for the Project Manager to review the plan and confirm CWA 404 pre-construction notification is not required. For temporary discharges authorized under Nationwide Permit 33 without pre-construction notification, the authorization is valid until March 14, 2026.

3) Obtain the Nationwide Permit 33 Fact Sheet that fully describes the Nationwide Permit 33 and lists the General Conditions that must be adhered to for this authorization to remain valid. Adhere to the General Conditions.

E. CWA Section 404 Regional Conditions. Obtain the 2021 Nationwide Permits Regional Conditions, Omaha District, State of Montana, Effective February 25, 2022, that also apply to this project and must be adhered to for these authorizations to remain valid. Adhere to the Regional Conditions, including but not limited to the following:

1) Temporary fills in wetlands must be placed on a horizontal marker layer, such as fabric or certified weed-free straw, to delineate the pre-project ground elevation and facilitate complete fill removal and site restoration.

2) All erosion control blanket or fabric used in or adjacent to waters of the United States must be comprised of degradable material to ensure decomposition. Do not use material that includes stabilized netting or stabilized open mesh, as these products take a long time to degrade, and they can trap small animals, birds, amphibians and fish. This prohibition also applies to mesh materials used for wattles, rolled materials, and bank wraps. Erosion control blanket or fabrics that break down within 24 months are acceptable. Non-degradable blankets or fabric may be allowed on a case-specific basis if it will be buried beneath riprap or structures

and it is not likely to be exposed. Non-degradable blanket or fabric that becomes exposed within waters of the United States must be removed.

F. CWA Section 401 Water Quality Certification is granted for Nationwide Permit 23 by the Montana Department of Environmental Quality (DEQ), provided that certain general and special conditions are met.

1) Obtain the water quality certification requirements issued by DEQ on December 14, 2020. Adhere to those general and special conditions.

2) Notification in accordance with General Condition E.1 has been fulfilled by MDT.

G. Copies of the 2021 Nationwide Permit Fact Sheets for Nationwide Permits 23 and 33, the 2021 Nationwide Permit Regional Conditions for the State of Montana, and DEQ's 401 Water Quality Certification Requirements for the 2021 Nationwide Permits are available upon request from Environmental Services or on the web at http://www.mdt.mt.gov/business/contracting/environmental/cwa.shtml.

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

25. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REVISED 9-9-21M)

A. This project is located within an area designated by the Montana Department of Environmental Quality (DEQ) as a regulated MS4. Contact the City of Billings Public Works - Environmental Affairs, PO Box 30958, 2224 Montana Ave, Billings MT 59111, phone 406-247-8517 and Yellowstone County Public Works, PO Box 35024, 217 N. 27th St Rm 312, Billings MT 59107, phone 406-254-7926 to determine if additional requirements are in place for construction storm water discharges that would affect this project.

B. Review Subsection 208.03.1(C) for more information.

26. PROTECTION IN PLACE OF EXISTING SANITARY SEWER DURING CONSTRUCTION

A. Description. Existing City of Billings Sanitary Sewer lines are present along both Rimrock Road and 62nd Street. Horizontal locations of these lines on the plans are based upon one call information and vertical information shown is based upon discovered as-built drawings. Based upon the as-built information, it is anticipated that shallow cover on these lines will exist during construction.

B. Construction Requirements. Verify the location and depth of the sanitary sewer lines along Rimrock Road and 62nd Street that may be impacted by construction operations such as heavy equipment or adjacent operations. Provide measures to protect these utilities in place.

C. A visual inspection of the existing sanitary sewer facilities is required. The inspection will be performed at the completion of construction activities which directly impact the sanitary sewer pipes. Coordinate this inspection with both the City of Billings and MDT. Perform a camera inspection of the facilities for the limits determined by the Project Manager and the City of Billings. Submit camera video and any report or other documentation related to the inspection to the Project Manager for review and approval.

D. Any damage to the existing sanitary sewer facilities during construction is the sole responsibility of the contractor to repair to the satisfaction of the City of Billings and MDT. Any repairs that are required is at the sole cost of the contractor. The state will not provide any compensation for repairs.

E. Basis of Payment. Protecting the sanitary sewer during construction is considered incidental to other items in the contract and will not be measured or paid for separately.

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

A. This contract is located within the regulated floodplain of the Cove Creek, Yellowstone County, Montana Incorporated Area, Community Panel Number 30111C1245E. The Department has obtained a preconstruction floodplain permit from the City of Billings, 2825 Third Ave N, Fourth Floor, Billings, MT 59103, 406-657-8271 and Yellowstone County, PO Box 35024, Billings, MT 59107, 406-256-2735 for the permanent features associated with this contract. A copy of this floodplain permit is available upon request from the Project Manager.

B. Review Subsection 208.03.3(J) for more information.

C. Materials. Vacant

D. Requirements

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

2) If a floodplain permit is required, complete and submit the Joint Application for Proposed Work in Montana's Streams, Wetlands, Floodplains, and Other Water Bodies and required information directly to the floodplain administrator according to the floodplain permitting requirements along with the applicable fee. The Joint Application Form can be downloaded from: https://dnrc.mt.gov/_docs/water/Joint-Application-Final2.pdf

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

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

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

28. RIDE SPECIFICATION CATEGORY (SINGLE) [401] (REVISED 12-13-12)

This is a Category I project.

29. BASE PRICE FOR CONCRETE [551] (REVISED 12-17-20)

Price reductions measured by the cubic yard will be calculated using the greater of the contract bid price or $500 per cubic yard for the following items:

- Class Deck
- Class Overlay
- Class Structure
- Class Structure – Low Slump

Price Reductions for Class Drilled Shaft item will be calculated using the greater of the contract bid price or $300 per cubic yard.

30. INTEGRAL COLORED DECORATIVE CONCRETE PAVEMENT

A. Description. Construct 9" thick pigment-dyed patterned and colored P.C.C.P. at the roundabout truck apron as designated in the contract. Construct in accordance with the applicable sections of the Standard Specifications and the Detailed Drawings. Use only integral colors. No staining of concrete is allowed.

B. Materials.

1) Use Class Pave concrete for Portland Cement Concrete Pavement.

2) Integral Color Decorative P.C.C.P. Furnish integral colored concrete for P.C.C.P. Use Sorento red for the pigment color and a conventional brick pattern.

3) Concrete Cure. Furnish liquid membrane-forming compounds for curing concrete listed on the QPL and in accordance with ASTM C309 Type 1-D, clear or translucent and containing a fugitive dye, or Type 2, white pigmented.

4) Joint Sealant. Furnish a clear joint sealant for all control joints or non-decorative joints meeting color manufacturer's recommendations.

C. Construction.

1) Pattern the truck apron utilizing a brick style pattern and having decorative joints with a maximum depth of 1/2". Decorative joints do not require sealant. Coordinate locations of control joints with the decorative joint grid pattern as shown in the plans.

2) Submit the following to the Project Manager for approval at least 30 calendar days prior to concrete construction.

3) Color and pattern samples.

4) A list of all materials to be used in the construction of the colored concrete and the manufacturer's specifications and recommendations for use of materials.

5) A descriptive procedure for how the colored, patterned concrete will be constructed, incorporating the jointing layout as shown in the plans.

6) Documentation that all materials are compatible and will not cause unsightly discoloration or other undesirable effects in the finished work.

D. Measurement and Payment. Patterned and colored concrete pavement is measured for payment at the unit bid price per square yard of PORT CEM CONC PAVE 9 IN COLORED. Payment is full compensation for preparation, materials, coloring, placing, finishing, and hand-tooling of the P.C.C.P.

## 31. PROTECTION OF INLETS & MANHOLES FROM MATERIAL ENTERING

A. Description. This work includes preventative measures to prohibit construction-related debris from entering sanitary sewer, storm sewer, water valve boxes and curb-stops. Should such debris enter the system, it is the responsibility of the Contractor to remove the material.

B. Construction Requirements. At all times during construction, provide protection against the possibility of aggregate, plant mix or other construction-related materials from entering the sanitary sewer, water, or storm drain systems via inlets, valve boxes and manhole lids. Mainline Water Valve Boxes must remain operational at all times. In the event material gets into the manholes, valve boxes or inlets, remove to the satisfaction of the Project Manager and utility owner. Cleaning of the storm drain line or sewer line may be requested by the City of Billings if enough material escaped into the system.

C. Payment. All cost associated with this protection of inlets, valve boxes and manholes and any costs incurred in cleaning up a spill is considered incidental to other items and will not be paid for separately.

## 32. LOCATE MANHOLES, VALVES, & CURB STOPS

A. Description. Public and private utility locations have been determined by records research, field investigation and reconnaissance, contacting utility companies and other means, and are shown in the plans based on the information obtained through those efforts. There may be utilities that are not shown and it is the responsibility of the Contractor to locate all utilities prior to commencing construction activities. It is critical that all manholes and water valve boxes be adjusted to finished grade during construction activities. Verify and locate each manhole and valve box and record the surveyed coordinate of each prior to beginning any construction that disturbs the surface and provide an electronic file in Adobe Acrobat Reader (.pdf) format of the

information to the Project Manager. In addition to verifying the locations called out in the plans, have the utilities field-located by the respective owners.

B. Construction Requirements. Supply the Project Manager with the surveyed locations of each of these utility features for verification and records. Include the costs to survey these locations in the unit price bid per each for the associated item. Include the cost for adjusting all manholes and water valve boxes in the unit price bid per each for the respective item.

33. CORRUGATED POLYETHYLENE APPROACH PIPE [603] (REVISED 12-12-19)

A. Description. Corrugated polyethylene pipe is an option to RCP, CSP or CAP for approach drainage pipes as indicated in the Approach Pipe Summary.

B. Material. Meet the requirements of Subsection 708.07 of the Standard and Supplemental Specifications for Road and Bridge Construction, and of Type S pipe as defined in Section 4 of AASHTO M294.

C. Construction Requirements. Provide steel Flared End Terminal Sections (FETS) or Road Approach Culvert End Treatment (RACET) in accordance with Detailed Drawing 603-02 and 603-14. Provide hardware for connection of the end section to the polyethylene pipe as approved by the Project Manager.

D. Basis of Payment. Cost of materials, handling, tools, equipment and labor necessary to accomplish the work is included in the contract unit price bid per foot (meter) of drainage pipe.

34. FOUNDATION TREATMENT FOR CULVERTS AND PIPELINES (REVISED 12-11-15)

A. Description. Foundation treatment is required beneath the following culverts and pipelines.

1) Mainline cross culverts: 24" RCP and 58.5" x 36" RCPA.
2) Storm drain: only 30" PVC or RCP
3) All water lines.
4) All sanitary sewer lines.
5) 8" irrigation line

B. Prior to culvert and pipeline placement, construct the foundation consisting of culvert and pipeline trench excavation, geotextile placement, and foundation material placement at the locations shown in the plans or as directed by the Project Manager.

C. Materials.

1) Provide Non-Woven Stabilization Geotextile meeting the requirements of Section 716.

2) Provide Culvert Foundation Material with a maximum of 15% passing the #200 sieve in addition to the requirements of Subsection 701.04.2.

D. Construction.

1) Excavate a zone as shown elsewhere in the Contract and 2.0 ft (24 inches) below the bottom of the planned bedding elevation.

2) Place geotextile as shown elsewhere in the Contract or as directed by the Project Manager. Overlap any adjoining edges of the geotextile a minimum of 3.0 ft with the edge of the upgrade sheet over the edge of the downgrade sheet.

3) Place the Foundation Material in a single lift over the geotextile with minimal compaction effort necessary to create a stable base, with the least amount of equipment traffic possible, and otherwise in accordance with Subsection 622.03.

4) Do not use vibratory, studded, or sheepsfoot rollers on the first 24 inches.

E. Method of Measurement.

1) Culvert Foundation Material is measured in accordance with Subsection 603.04.
2) Geotextile is measured in accordance with Subsection 622.04

F. Basis of Payment. Payment is full compensation for all labor, tools, equipment, and other incidentals necessary to complete the work in accordance with the specifications and as directed by the Project Manager.

1) Culvert Foundation Material is paid in accordance with Subsection 603.05

2) Geotextile is paid in accordance with Subsection 622.05.

35. SPECIAL BACKFILL FOR CULVERTS AND PIPELINES (REVISED 12-11-15)

A. Description. Place special backfill at the locations shown on the project plans and cross sections. Place special backfill above bedding to the bottom of the Special Borrow for all mainline cross culverts, storm drains, water lines, sanitary sewer lines, service lines, irrigation lines, and any other pipeline buried beneath plant mix surfacing and sidewalk.

B. Materials. Provide backfill material consisting of Crushed Aggregate Course (CAC).

C. Construction. Compact Special Backfill in accordance with Section 203, limiting the lift thickness to 6 inches.

D. Method of Measurement. Special Backfill is measured in accordance with Special Borrow per Section 203.04.

E. Basis of Payment. Special Backfill is paid in accordance with Special Borrow per Section 203.05.

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

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

37. WATERLINE INSULATION

A. Description. This work includes the insulation of crossings between storm drain and water mainlines, and service lines as shown in the contract plans.

B. Materials.

1) Use Insulation Board which has a closed cell structure with an R-Value of 5-per-inch of thickness, maximum water absorption of 0.3-percent (24 hr. water immersion) by volume and a minimum compressive strength of 100 psi.

2) Sand bedding will be used where insulation is required. Sand bedding will meet requirements for Fine Aggregate for Concrete per Standard Specification 701.01.1.

C. Construction Requirements.

1) Quantities and details are provided in the plans for all known crossings that will require insulation. If additional service crossings are identified during construction, insulate them following the same guidelines. Where the cover over the water mainline is expected to be reduced to less than 6 feet, longitudinal insulation of the water mainline is required. The limits of this insulation are shown in the plans.

2) Apply sand bedding a minimum of 2 inches around the bottom and sides, and 4 inches over the top of the insulation.

D. Method of Measurement. Waterline insulation is measured by the square foot. Sand bedding is not measured for payment and the cost is included in the cost of waterline insulation.

E. Basis of Payment. Waterline insulation will be paid at the contract unit price Insulation. Payment includes all materials, labor, and equipment to complete the work.

38. SUBSURFACE DRAIN INSTALLATION AND WAITING PERIOD

A. Description. This work consists of installing permanent and temporary subsurface drains at the beginning of the project and allowing it to fully operate for 90 days prior to any other project earthwork in accordance with the plans. Install subsurface drains with geotextile, pipe, backfill material and warning tape as shown in the plans or as directed by the Project

Manager. After all subsurface drains are installed, the following waiting period is required prior to any earthwork on the project. Temporary subsurface drains will need to be replaced with permanent subsurface drains as shown on the plans.

B. Waiting Period. After subsurface drains are installed and are operating as determined by the Project Manager; a waiting period of 90 calendar days is required prior to any other earthwork.

C. Materials.

1) Provide Open-Graded Granular Bedding meeting the requirements of Table 701-4, No.1.

2) Provide Subsurface Drainage Geotextile Filter Fabric, High Survivability Non-Woven, Class C, meeting the requirements of Section 716.

3) Provide perforated 8-inch Drainage Pipe consisting of smooth-walled Polyvinyl Chloride (PVC) Drainage pipe meeting the requirements of Subsection 708.05. Furnish perforated pipe in accordance with ASTM D 2729.

4) Provide 8-inch non-perforated Drainage Pipe consisting of smooth-walled Polyvinyl Chloride (PVC) Drainage pipe meeting the requirements of Subsection 708.05 solid for drain outlets/connections.

5) Provide splices, fittings, and connectors that will not impede flow or damage the drainage pipe and have sufficient strength to withstand construction handling and permanent loading.

6) Provide rodent guards for each drain outlet consisting of steel screen with ½ inch by ½ inch openings and a stainless steel clamp or pre-manufactured guards meeting the opening requirements.

7) Provide warning tape over subsurface drains to help avoid damaging geotextile, bedding, and pipes.

8) Provide the following for each cleanout:

a) Cast Iron Cover with Lid to be either D&L Foundry H-8025 or EJCO V610-2. Alternative product may be submitted for approval by Project Manager. Install Cast Iron Cover with Kid per all manufacturer’s specifications.

b) Concrete Collar to be Class General per Section 551.

9) Provide compatible fittings for Polyvinyl chloride (PVC) drainage pipe specified in the contract. Fittings will not impede flow or damage the drainage pipe and have sufficient strength to withstand construction equipment and traffic, daily roadway traffic, and permanent loading.

D. Construction Requirements:

1) Unless otherwise specified by the Project Manager, excavate the trench area as shown in the plans and cross sections, or as determined to be necessary by the Project Manager and in consultation with the Engineer.

2) Place Subsurface Drainage Geotextile over the bottom and sides of the excavated trench in conformance with Subsection 622.03.3.

3) Place Drainage Pipe on top of the geotextile at the bottom of the excavated trench with holes facing down.

4) Place Open-Graded Granular Bedding immediately following Drainage Pipe placement and otherwise in accordance with Section 622 up to subgrade elevation. Completely wrap drainage aggregate with geotextile and overlap a minimum of 12 inches.

5) Do not operate construction equipment directly on the geotextile until there is a minimum cover of 14 inches, or as directed by the Project Manager.

6) Do not use vibratory, studded or sheepsfoot compaction equipment on the first lift. Compact the first lift in accordance with Subsection 622.03.3.

7) Place all remaining lifts in accordance with Section 203.

8) Repair any Geotextile damaged during construction at Contractor’s expense.

9) Construct drain outlets, including slope and daylighting requirements, as shown in the plans.

10) Temporary and permanent Subsurface Drains are to remain operational throughout construction and after completion of construction. Repair any damaged subsurface drains including the geotextile, open-graded granular bedding, and/or drainpipe at Contractor's expense.

E. Method of Measurement:

1) Accepted quantities of Open-Graded Granular Bedding are measured by the cubic yard as calculated from the plan dimensions.

2) Subsurface Drainage Geotextile Filter is measured in accordance with Subsection 622.04.

3) Accepted quantities of perforated and non-perforated smooth-walled Polyvinyl Chloride (PVC) Drainage Pipe are measured by the linear feet. Connectors, splices, fittings, rodent guards, trench excavation, warning tape, and all labor necessary for placement of drainage pipe are not measured for separate payment.

4) Accepted quantities of cleanouts are measured by the each. Fittings, riser pipe, excavation, cast iron cover, concrete collar, labor, equipment, and any other incidental materials and tools will be included in the cost per each.

F. Basis of Payment. Payment is full compensation for all labor, tools, equipment, waiting period and other incidentals necessary to complete the work 90 days in advance of earthwork in accordance with the specifications and as directed by the Project Manager.

1) Accepted quantities of Open-Graded Granular Bedding are paid at the contract unit bid price per cubic yard.

2) Subsurface Drainage Geotextile Filter is paid in accordance with Subsection 622.05.

3) Accepted quantities of perforated and non-perforated Polyvinyl Chloride Drainage Pipe are paid for at the contract unit price per linear foot.

4) Accepted quantities for cleanouts are paid for at the contract unit bid price per each under the bid item Irrigation Cleanout.

39. RCPA EXTERNAL JOINT WRAP

A. Description. The installation of reinforced concrete arch pipe (RCPA) requires a watertight culvert be provided. Provide external joint wrap for all RCPA locations as indicated in the plans.

B. Materials. Furnish Type III, chemically bonded adhesive butyl bands for all joints between RCPA irrigation culvert sections that meet the requirements of ASTM C877. Bands will be Type A designation with a sealing bandwidth of 12 inches.

C. Construction Requirements. Apply joint wrap material externally around each joint over semi-liquid paintable butyl rubber-based adhesive primer.

D. Basis of Payment. Include the cost of all materials, handling, tools, equipment, and labor for application of the external joint wrap in the contract unit price bid per linear foot of RCPA.

40. DEWATERING

A. Description. Groundwater may be encountered when excavating for culverts, subsurface drains, water lines, sanitary sewer lines, storm drains, irrigation lines, and other structures. Review the project irrigation practices and soil boring logs and make appropriate provisions for groundwater and necessary dewatering. Project borings indicate that groundwater may be encountered at shallow depths. However, groundwater levels can fluctuate yearly, seasonally, and during precipitation events. All excavations that encounter groundwater need to be dewatered properly and kept dry at all times.

B. Submittals. Prior to starting excavation for any subsurface drains, culverts, or other structure, submit a dewatering plan to the Project Manager. The dewatering plan must include the type, number, size, and proposed location of pumps, sumps, and/or vacuum extraction system that will be used to dewater the excavation as well as copies of all applicable permits. Allow 5 working days for the Project Manager to review the dewatering plan.

C. Construction. When groundwater is encountered in excavations, provide dewatering methods that will allow placement and compaction of foundation material, culvert, pipes, and backfill. Dewater the excavation to maintain the water level at least 2 feet below the bottom of excavation elevation. Do not allow the excavation to fill with surface water or groundwater at any time.

D. Method of Measurement and Basis of Payment. Include all costs associated with dewatering in the unit cost of the associated construction item.

41. ABANDON WELL

A. Description. Abandon piezometers/monitoring wells as shown on the plans that were installed for extended measurements of groundwater elevations. Monitoring wells are present at the following locations.

- ST-7P, Station 118+46, 51 ft Left (Rimrock Road)
- ST-8P, Station 115+27, 40 ft Left (Rimrock Road)

B. Construction. Abandon monitoring wells shown on the plans in accordance to applicable rules and regulations for the State of Montana by a monitoring well constructor or water well constructor licensed in the State of Montana. Well abandonment must be in accordance with the minimum standards contained in ARM 36.21.810 and the definitions contained in ARM 36.21.634. Completely fill wells to permanently prevent the vertical movement of water within the well bore including any annular space surrounding the well casing. Ensure that all fluids within the well are permanently confined to the strata in which they were originally encountered.

C. Measurement and Payment. Measurement and payment for completed and accepted abandoned wells will be made on a per each basis under the Abandon Well bid item. Such payment will be full compensation for all resources necessary to complete this item of work under the Contract.

42. BIAXIAL GEOGRID

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

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

GEOGRID PROPERTY REQUIREMENTS

| PROPERTY | TEST METHODS | UNITS | REQUIRED VALUE[1,2] |
|---|---|---|---|
| Ultimate Tensile Strength | ASTM D 6637 | lb/ft (kN/m) | 1300 |
| Tensile Strength at 2% Strain | ASTM D 6637 | lb/ft (kN/m) | 400 |
| Geogrid Percent Open Area | CW-02215 | % | 50 |

| | | | |
|---|---|---|---|
| Minimum Opening Size | Direct measure with caliper | in. (mm) | .75 |
| Maximum Opening Size | Direct measure with caliper | in. (mm) | 2 |
| Junction Strength | GRI GG2[3] | lb (N) | 25 |
| Ultraviolet Stability | ASTM D 4355 | % at 500 hrs | 50 |

Notes:

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

2) Minimum strength direction

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

C. Construction. Install geogrid in accordance with the manufacturer's recommendations. Place geogrid above geotextiles when both are specified, shown, or directed by the Project Manager in the contract. Follow the requirements of Subsection 622.02.4 for shipping, storage, and compliance.

D. Measurement. Geogrid is measured by the square yard (square meter) as staked by the Project Manager. Measurement excludes laps, seems, and joints.

E. Basis of Payment. Payment at the contract unit price per square yard (square meter) is full compensation for all resources necessary to complete the work.

43. STRUCTURAL BOLTING OF ANCILLARY STRUCTURES

For structural supports for highway signs, luminaires, and traffic signals, install high strength bolted connections in accordance with Section 556 of the Standard Specifications.

44. HIGH EFFICACY LUMINAIRE LED

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

B. Materials. Provide luminaires with a die cast aluminum housing and a universal four-bolt slip fitter mount. Provide luminaires utilizing arrayed discreet LEDs - COB (chip-on-board) LEDs will not be accepted. Provide luminaires with a light distribution of type 2. Provide luminaires rated at 17,600 delivered lumens. Provide luminaires having a field adjustable drive current selector with a range of 350 milliamps to 700 milliamps. Specify a drive current setting of 450 mA. Submit Backlight, Uplight, and Glare (BUG) ratings. Provide luminaires that have an uplight rating of U1 or less. Provide luminaires that meet ANSI C136.37 standards for solid state light sources. Provide luminaires with an LED optical assembly that has an ingress protection rating of IP66. Provide luminaires that are photometrically tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures. Use a correlated color temperature (CCT) of 4000 K 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 to produce a minimum of 90% intensity at 100,000 hours of life based on IES TM-21 (L90). Submit a TM-21 report for the LEDs. Provide a power supply with a minimum power factor of .90 and a maximum total harmonic distortion (THD) of 20% or less. Provide surge protection with a minimum of ANSI/IEEE C62.41 category C protection. Wire luminaires for 240-volt operation. Provide access to electrical components without the use of tools. Provide luminaires that are UL listed for use in wet locations. Provide a minimum 10-year manufacturers' 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 or replaced. Powder coat the luminaire assembly housing with a grey finish using a Polyester Urethane or

TGIC Polyester. Protect the finish during transport and installation. Repair any damage to the finish.

C. 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.

D. Method of Measurement and Basis of Payment. Payment is for each LED Luminaire in place and operational, which includes furnishing and installing the LED Luminaire, mounting hardware, and making all necessary electrical connections. Provide any additional equipment required as part of this bid item.

45. SERVICE CONNNECTIONS

A new service connection is required for this project. Please see Plan Sheet E7 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:

| | |
|---|---|
| Yellowstone Valley Electric Cooperative | Brent Koch<br>bkoch@yvec.com<br>(406)208-8323<br>YVEC Main (406) 348-3411 |

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.

46. ANCHOR BOLT TENSIONING FOR ANCILLARY STRUCTURES

A. Description. Anchor bolt/nut installation requirements for structural supports for highway signs, luminaires, and traffic signals.

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) Snug 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) Anchor Bolts. Pretension double nut connections using turn of the nut as specified in the table below.

| Anchor Bolt | Nut Rotation beyond Sung Tight *,** | |
|---|---|---|
| Diameter, in. | F 1554 Grade 36 | F1554 Grade 55 and 105, A449, A615 and A706 Grade 60 |
| ≤ 1 1/2 | 1/6 turn | 1/3 turn |
| >1 1/2 | 1/12 turn | 1/6 turn |

* Nut rotation is relative to anchor bolt. The tolerance is plus 20 degrees

** 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.

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

b) Align leveling nuts to same elevation and place structural washers.

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

d) Tighten top nuts to a snug tight condition in a start pattern.

e) Tighten leveling nuts to a snug tight condition in a start pattern.

f) 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.

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

h) Calculate the verification torque using the formula below and apply it to each top nut using a torque wrench. Notify the project manager if the verification torque cannot be achieved.

$T_v=0.12 \times d_b \times F_t$

where $T_v$= verification torque

$d_b$= nominal bolt diameter (in.)

$F_t$= installation pretension (kips), ($F_t=0.50\ F_y$ for Grade 36 bolts and $F_t=.60\ F_y$ for other bolts)

$F_y$= yield strength

2) Pretension single nut connections to at least one half of the rotation specified in the table and one half of the verification torque computed above.

D. For galvanized anchor bolts, re-apply the verification torque after 48 hours but not more than 96 hours after the initial pre-tensioning.

E. Method of Measurement and Basis of Payment. Work associated with this special provision is not measured for payment. Include the cost in other items.

47. AASHTO M 332 PERFORMANCE-GRADED ASPHALT BINDER (MSCR) [702] (REVISED 2-23-23)

A. Description. Furnish Performance Grade Asphalt Binder (PGAB) meeting the requirements of AASHTO M332 - Standard Specification for Performance-Graded Asphalt Binder Using Multiple Stress Creep Recovery (MSCR) Test, as specified below. A current verified PG 64-28 mix design will be considered verified for 58V-34 and will only require a modified transfer request to document the mix design transfer of the change of binder grade. Contractor may perform additional testing to re-evaluate existing mix designs or material and the associated costs are reimbursable up to $10,000.

B. Materials. Furnish AASHTO M 332 PG 58V-34 Binder including the following modifications:

| Property | Test Method | AASHTO M 332 PG 58V-34 |
|---|---|---|
| % Recovery @3.2 kPa | AASHTO T 350 | 55 min. |
| Jnr diff | AASHTO T 350 | * |

*Jnr Diff will be tested and reported for information only.

Mixtures Utilizing AASHTO M 332 PG 58V-34 Binder will be evaluated in accordance with Section 401 and MT 334 will use a test temperature of 44° C for Hamburg Wheel-Track Testing.

C. Construction. Reserved.

D. Method of Measurement. AASHTO M 332 PGAB and Commercial Mixtures using AASHTO M 332 PGAB are measured by the ton, in accordance with Subsection 401.04. Re-evaluation of existing mix designs and additional consultant lab/field testing is measured by the unit based on submitted invoice costs without markup and will not exceed 10,000 units.

E. Basis of Payment. Payment for the completed and accepted quantities of AASHTO M 332 PGAB is made in accordance with Subsection 402.05 using the pay item below.

| Pay Item | Pay Unit |
|---|---|
| 402020192 ASPHALT CEMENT PG 58V-34 | Ton |

Payment for the completed and accepted quantities of Commercial Mixtures using AASHTO M 332 PGAB in accordance with Subsection 401.05. Payment is made using the following items:

| Pay Item | Pay Unit |
|---|---|
| 401020122 COMMERCIAL MIX-PG 58V-34 | Ton |
| 401020155 COMMERCIAL MIX-3/8 IN-PG 58V-34 | Ton |
| 401020162 COMMERCIAL MIX-1/2 IN-PG 58V-34 | Ton |

Re-evaluation of existing mix designs and additional consultant lab/field testing is paid for as Miscellaneous Work.

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

| A. Area Descriptions | |
|---|---|
| B. Area 1 | C. Areas with slopes 3:1 and flatter |
| D. Area 2 | E. Areas with slopes steeper than 3:1 or inaccessible to drill seed equipment |
| F. Area 3 | G. A 15-foot-wide strip adjacent and parallel to the finished pavement, on both sides. |

H. 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.

I. Fertilizer.

| | Nitrogen lbs. per acre | P2O5 lbs. per acre |
|---|---|---|
| Area 1 & 2 | 10—15 | 30—35 |
| Area 3 | None | None |

J. Mulch requirements.

1) Following broadcast seeding and scarification, install Long Term Erosion Control blanket from the Department's QPL on all seeded areas steeper than 3:1.

2) Secure according to manufacturer's recommendation using wooden stakes.

K. Seedbed preparation and application. Condition all drill seeded areas within 24 hours prior to seeding. Seeding outside the designated seeding period is allowed only with prior approval from MDT's Reclamation Specialist. Scarify, rake or harrow broadcast seeded areas to incorporate the seed.

| | Method | Seeding Depth | Season of Seeding |
|---|---|---|---|
| Area 1 | Drill Seed | 0.25 – 0.5 in | 10/1—5/15 |
| Area 2 | Dry Broadcast Seed | 0.25 – 0.5 in | 10/1—5/15 |
| Area 3 | Drill Seed | 0.25 – 0.5 in | 10/1—5/15 |

L. Provide the following reclamation seed mixtures. 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 | 8 | 2.0 |
| *Pascopyrum smithii* | Western wheatgrass | Rosana | 11 | 13 | 5.0 |
| *Elymus lanceolatus spp. riparium* | Streambank wheatgrass | Sodar | 11 | 13 | 3.0 |
| *Festuca idahoensis* | Idaho fescue | Joseph or Nezpurs | 10 | 12 | 1.0 |

| | | | | | |
|---|---|---|---|---|---|
| *Schizachyrium scoparium* | Little bluestem | Badlands or Camper | 12 | 15 | 2.0 |
| *Nassella viridula* | Green needlegrass | Lodorm | 13 | 16 | 3.0 |
| *Elymus canadensis* | Canada wildrye | Helena Valley or Mandan | 5 | 6 | 2.0 |
| *Elymus elymoides* | Bottlebrush squirreltail | Fish Creek or Wapiti | 9 | 11 | 2.0 |
| *Gaillardia aristata* | Blanketflower | Meriwether | 3 | 3 | 0.6 |
| *Phacelia tanacetifolia* | Lacey Phacelia | VNS | 2 | 3 | 0.4 |
| | | GRAND TOTAL | 82 | 100 | 21.0 |

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

| Area 3 | | | Drill Seeding Rate | | |
|---|---|---|---|---|---|
| Scientific Name | Common Name | Variety | PLS / sq. ft. | % of Mix | Pounds PLS/ acre |
| *Elymus trachycaulus* | Slender wheatgrass | Adanac or Pryor | 6 | 7 | 2.0 |
| *Pascopyrum smithii* | Western wheatgrass | Rosana | 11 | 13 | 5.0 |
| *Elymus lanceolatus spp. riparium* | Streambank wheatgrass | Sodar | 10 | 12 | 3.0 |
| *Festuca idahoensis* | Idaho fescue | Joseph or Nezpurs | 10 | 12 | 1.0 |
| *Bouteloua gracilis* | Blue grama | Bird’s Eye | 19 | 22 | 1.0 |
| *Poa secunda (P. canbyi)* | Canby bluegrass | Canbar | 11 | 12 | 0.5 |
| *Achnatherum hymenoides* | Indian ricegrass | Rimrock | 11 | 12 | 2.0 |
| *Elymus elymoides* | Bottlebrush squirreltail | Fish Creek or Wapiti | 9 | 10 | 2.0 |
| | | GRAND TOTAL | 87 | 100 | 16.5 |

# FEDERAL AID PROJECT HSIP 1034(4)
# GRADE, GRAVEL, & PL. MIX SURF. & C&G
# SF169 RIMROCK & 62ND ST W-BLGS
# CONTROL NUMBER 9383001
# PROJECT LOCATION STATE MAP - MONTANA

MONTANA
Department of Transportation

N

SECTION II

7 of 22

AWARD COPY



SECTION II

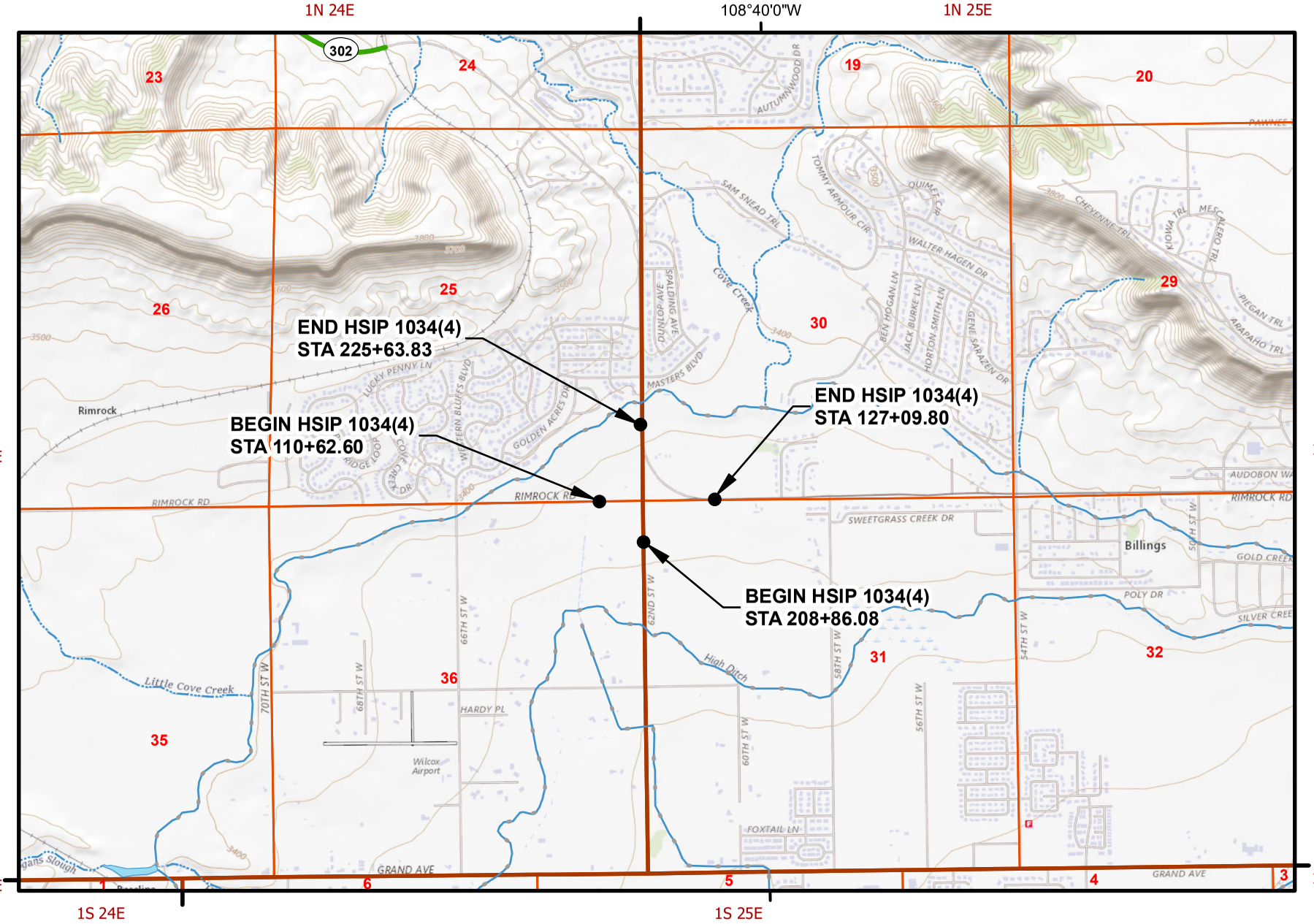
8 of 22

# FEDERAL AID PROJECT HSIP 1034(4)
# GRADE, GRAVEL, & PL. MIX SURF. & C&G
# SF169 RIMROCK & 62ND ST W-BLGS
# CONTROL NUMBER 9383001
# PROJECT LOCATION QUAD MAP - YELLOWSTONE COUNTY

MONTANA
Department of Transportation

N

0 500 1,000 2,000
Feet




AWARD COPY

# MDT Boring Log Descriptive Terminology

## Key to Soil Symbols and Terms

01/18/12

MONTANA MDT DEPARTMENT OF TRANSPORTATION
Geotechnical Section

### SOIL CLASSIFICATION CHART

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

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

### Order of Descriptors

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

### Criteria For Descriptors

***Consistency of Fine Grained Soils***

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

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

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

***Moisture Condition***

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

***Definition of Particle Size Ranges***

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

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

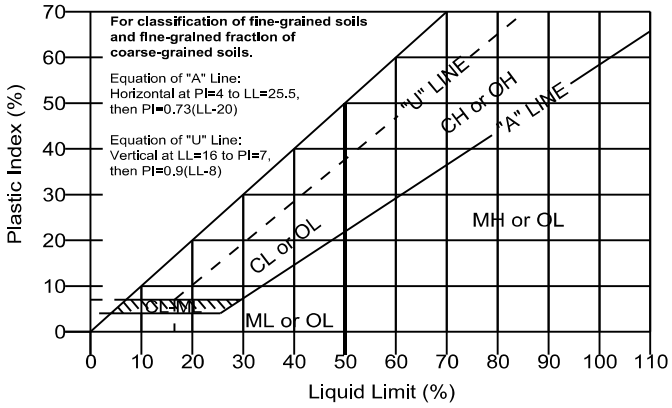
### Notes

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

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

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

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




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

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

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

**Page 1 of 2**

# MDT Boring Log Descriptive Terminology
## Key to Rock Symbols and Terms

01/18/12

MONTANA MDT DEPARTMENT OF TRANSPORTATION
Geotechnical Section

| Rock Type | Symbol | Rock Type | Symbol | Rock Type | Symbol |
|---|---|---|---|---|---|
| Argillite | | Dolomite | | Quartzite | |
| Basalt | | Gneiss | | Rhyolite | |
| Bedrock (other) | | Granitic | | Sandstone | |
| Breccia | | Limestone | | Schist | |
| Claystone | | Siltstone | | Shale | |
| | | Conglomerate | | | |

### Order of Descriptors

- Rock Type
- Color
- Grain size (if applicable)
- Stratification/Foliation (as applicable)
- Field Hardness
- Other relevant notes

### Criteria For Descriptors
***Grain Size***

| Description | Characteristic |
|---|---|
| Coarse Grained | -Individual grains can be easily distinguished by eye |
| Fine Grained | -Individual grains can be distinguished with difficulty |

***Stratum Thickness***

| | |
|---|---|
| Thickly Bedded | 3-10 ft (1-3 m) |
| Medium Bedded | 1-3 ft (300 mm - 1 m) |
| Thinly Bedded | 2-12 in (50-300 mm) |
| Very Thinly Bedded | < 2 in (50 mm) |

***Rock Field Hardness***

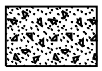
| | |
|---|---|
| Very Soft | -Can be carved with knife. Can be excavated readily with point of rock hammer. Can be scratched readily by fingernail. |
| Soft | -Can be grooved or gouged readily by knife or point of rock hammer. Can be excavated in fragments from chips to several inches in size by moderate blows of the point of a rock hammer. |
| Medium | -Can be grooved or gouged 0.05 in (2 mm) deep by firm pressure of knife or rock hammer point. Can be excavated in small chips to pieces about 1 in (25 mm) maximum size by hard blows of the point of a rock hammer. |
| Moderately hard | -Can be scratched with knife or pick. Gouges or grooves to 0.25 in (6 mm) can be excavated by hard blow of rock hammer. Hand specimen can be detached by moderate blows. |
| Hard | -Can be scratched with knife or pick only with difficulty. Hard hammer blows required to detach hand specimen. |
| Very Hard | -Cannot be scratched with knife or sharp rock hammer point. Breaking of hand specimens requires several hard blows of a rock hammer. |

**Notes:**

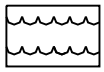
UCS = Unconfined Compressive Strength obtained from laboratory testing at the given depth.

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

# Miscellaneous Soil/Rock Symbols and Terms

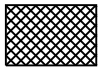

**Concrete**

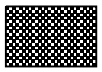

**Asphalt**

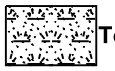

**Water**


**Boulders and Cobbles**


**Coal**


**Fill**


**Millings**


**Topsoil**

**-Soil and Rock descriptions are based on visual observation, except where they have been modified to reflect results of laboratory tests as deemed appropriate.**

### Explanation of Text Fields in Boring Logs:

Material Description: Lithologic Description of soil or rock encountered.

Remarks: Comments on drilling, including method, bit type, and problems encountered.
Unless stated on logs as being surveyed by district survey, all locations are considered approximate.

### General Notes

- Descriptions on these boring logs apply only at the specific boring, and at the time the borings were made. These logs are not warranted to be representative of subsurface conditions at other locations or times.
- Water level observations apply only at the specific boring, and at the time the borings were made. Due to the variability of groundwater measurements given the type of drilling used, and the stratification of the soil in the boring, these logs are not warranted to be representative of groundwater conditions at other locations or times.
- Other terms may be used as descriptors, as defined by the profession.

Operation Types: Auger, Casing Advancer, Core Barrel, Drive Casing

Sample Types: Split Spoon, Shelby, Bulk Sample, Grab Sample, Cone Penetrometer, Vane Shear, Special Samplers, Testpit

***Example Rock Log***

*SANDSTONE, gray, fine grained, thickly bedded, hard field hardness.*

**Page 2 of 2**

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-1**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 566069.4 ft<br>**Coordinates** E: 2179212.9 ft | **Station:** 217 + 86<br>**Offset:** 23 ft R |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3368.6 ft |
| **Date Started:** 9/21/18 | **Date Finished:** 9/21/18 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** C. Binstock<br>**Logger:** G. Staffileno | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 25E 30 - CCC | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0" to 4" PMS. | 0.3 | | | | | | |
| | | | | | | | FILL, Poorly-Graded GRAVEL with sand (GP), brown, moist, fine to coarse grained, subangular, [A-1]. (4" to 20" Subbase Course). | 3368.3 | 3 | 0 | 0 | 6 | | Ziploc Base Sample |
| 2 / 3366.6 | | | 83 | | 4 - 6 - 6 | | Sandy Lean CLAY (CL), stiff, dark grayish black, wet, [A-7]. (Alluvium). | 1.7 / 3366.9 | 18 / 24 | 33 | 16 | 90 | | Bulk Subgrade Sample 2'-6½' |
| 4 / 3364.6 | | | 75 | | 1 - 2 - 1 | | Lean CLAY with sand (CL), soft to very soft, dark grayish black to olive brown, wet, [A-6]. (Alluvium). | 3.5 / 3365.1 | 29 | | | | | Standing water observed adjacent and about 6" below PMS surface, possible blocked culvert. |
| 6 / 3362.6 | | | | | | | | | | | | | | |
| 8 / 3360.6 | | | 100 | | WH - WH - WH | | | | 34 | | | | | |
| 10 / 3358.6 | | | | | WH - WH - WH | | Fat CLAY (CH), very soft, olive brown, wet, [A-7]. (Alluvium). | 9.5 / 3359.1 | 24 | | | | | |
| | | | | | | | Boring Depth: 10.5 ft, *Elevation: 3358.1 ft* | 10.5 / 3358.1 | | | | | | |

| Water Level Observations | |
|---|---|
| ▽ After Drilling: Not Encountered, Augers In | ▽ During Drilling: 5.1 ft *(3363.5 ft)*<br>▼ After Drilling: Not Encountered, Augers Out |

Remarks: Water not observed to dry cave-in depth of 1.5' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINTPROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-2**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565191.8 ft<br>**Coordinates** E: 2179218.0 ft | **Station:** 209 + 06<br>**Offset:** 7 ft L |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3362.1 ft |
| **Date Started:** 9/21/18 | **Date Finished:** 9/21/18 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** C. Binstock<br>**Logger:** G. Staffileno | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 36 - AAA | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0" to 3¼" PMS. | 0.3 | | | | | | |
| | | | | | | | FILL, Poorly-Graded GRAVEL with sand (GP), brown, moist, fine to coarse grained, subangular, [A-1]. (3¼" to 29" Subbase Course). | 3361.8 | 2 | 0 | 0 | 5 | | Ziploc Base Sample |
| 2 / 3360.1 | | | | | | | | 2.4 | | | | | | |
| | | | | | | | Lean CLAY with sand (CL), stiff, dark olive brown, wet, [A-6]. (Alluvium). | 3359.7 | 22 | 32 | 16 | 73 | | Bulk Subgrade Sample 2½'-6' |
| | | | 100 | | 3 - 5 - 6 | | | | 20 | | | | | |
| 4 / 3358.1 | | | | | | | | | | | | | | |
| | | | | | | | Sandy Lean CLAY (CL), soft to very soft, olive brown, wet, [A-6]. trace salts. (Alluvium). | 4.5 3357.6 | 26 | | | | | |
| | | | 100 | | 1 - 2 - 1 | | ▽ | | | | | | | |
| 6 / 3356.1 | | | | | | | | | | | | | | |
| | | | | | | | Silty CLAY with sand (CL-ML), very soft, olive brown, wet, [A-4]. (Alluvium). | 7.0 3355.1 | 27 | | | | | |
| 8 / 3354.1 | | | 67 | | 1 - 1 - 1 | | | | | | | | | |
| | | | | | | | | | 33 | | | | | |
| 10 / 3352.1 | | | 100 | | WH - WH - WH | | | | | | | | | |
| | | | | | | | | 10.5 3351.6 | | | | | | |

Boring Depth: 10.5 ft, *Elevation: 3351.6 ft*

| Water Level Observations | |
|---|---|
| ▽ After Drilling: Not Encountered, Augers In | ▽ During Drilling: 5.5 ft *(3356.6 ft)*<br>▽ After Drilling: Not Encountered, Augers Out |

Remarks: Water not observed to dry cave-in depth of 3.8' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-3**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565749.7 ft<br>**Coordinates** E: 2178740.3 ft | **Station:** 112 + 06<br>**Offset:** 2 ft R |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3367.3 ft |
| **Date Started:** 9/21/18 | **Date Finished:** 9/21/18 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** C. Binstock<br>**Logger:** G. Staffileno | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 25 - DDD | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0" to 3½" PMS. | 0.3 | | | | | | |
| | | | | | | | BASE COURSE, Poorly-Graded GRAVEL with sand (GP), brown, moist, fine to coarse grained, subangular, [A-1]. (3½" to 17"). | 3367.0 | 6 | | | | | Ziploc Base Sample |
| | | | | | | | | 1.4 | | | | | | |
| | | | | | | | FILL, Poorly-Graded GRAVEL with sand (GP), brown, wet, fine to coarse grained, subangular, [A-1]. (17" to 24" Subbase Course). | 3365.9 | | | | | | |
| 2 | | | | | | | | 2.0 | | | | | | |
| 3365.3 | | | | | | | Lean CLAY (CL), stiff to soft, dark grayish black, wet, [A-7]. (Alluvium). | 3365.3 | 20 | | | | | Non-woven fabric at 2' |
| | | | | | 4 - 5 - 5 | | | | 22 | 42 | 18 | 83 | | Bulk Subgrade Sample 2'-6½' |
| 4 | | | | | | | | | | | | | | |
| 3363.3 | | | | | 1 - 2 - 2 | | | | 28 | | | | | |
| 6 | | | | | | | | 6.0 | | | | | | |
| 3361.3 | | | | | | | Silty CLAY with sand (CL-ML), very soft, olive brown, wet, [A-4]. (Alluvium). | 3361.3 | | | | | | |
| | | | | | WH - WH - WH | | | | 23 | | | | | |
| 8 | | | | | | | | 8.0 | | | | | | |
| 3359.3 | | | | | | | Silty SAND (SM), very loose, olive brown, wet, [A-2]. (Alluvium). | 3359.3 | | | | | | |
| | | | | | | | | 9.0 | | | | | | |
| | | | | | | | Silty CLAY with sand (CL-ML), soft, olive brown, wet, [A-4]. (Alluvium). | 3358.3 | | | | | | |
| 10 | | | | | | | | | 26 | | | | | |
| 3357.3 | | | | | WH - 2 - 1 | | | | | | | | | |
| | | | | | | | | 10.5 | | | | | | |
| | | | | | | | Boring Depth: 10.5 ft, *Elevation: 3356.8 ft* | 3356.8 | | | | | | |

| Water Level Observations | | Remarks |
|---|---|---|
| After Drilling: Not Encountered, Augers In | During Drilling: 4.8 ft *(3362.5 ft)* | Water not observed to dry cave-in depth of 2.7' immediately after withdrawal of auger. |
| | After Drilling: Not Encountered, Augers Out | |

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-4**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565765.3 ft<br>**Coordinates** E: 2179558.6 ft | **Station:** 120 + 27<br>**Offset:** 8 ft R |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3368.5 ft |
| **Date Started:** 9/21/18 | **Date Finished:** 9/21/18 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** C. Binstock<br>**Logger:** G. Staffileno | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 25E 30 - CCC | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0" to 5½" PMS. | 0.5 *3368.0* | | | | | | |
| | | | | | | | BASE COURSE, Poorly-Graded GRAVEL with sand (GP), brown, moist, fine to coarse grained, subangular, [A-1]. (5½" to 12"). | 1.0 *3367.5* | 3 | | | | | Ziploc Base Sample |
| 2 *3366.5* | | | | | | | FILL, Poorly-Graded GRAVEL with sand (GP), brown, moist, fine to coarse grained, rounded, [A-1]. (12" to 23" Subbase Course). | 1.9 *3366.6* | 17 | | | | | |
| | | | 72 | | 4 - 5 - 4 | | Lean CLAY (CL), stiff, dark olive brown, wet, [A-6]. trace humus. (Alluvium). | | 18 | 31 | 13 | 86 | | Bulk Subgrade Sample 2½'-7' |
| 4 *3364.5* | | | | | | | Lean CLAY with sand (CL), soft to very soft, olive brown, wet, [A-6]. (Alluvium). | 4.0 *3364.5* | 22 | | | | | |
| | | | 56 | | 1 - 2 - 1 | | | | | | | | | |
| 6 *3362.5* | | | | | | | | | | | | | | |
| | | | 100 | | WH - WH - WH | | | | 30 | | | | | |
| 8 *3360.5* | | | | | | | | | | | | | | |
| | | | 94 | | WH - WH - WH | | | | 24 | | | | | |
| 10 *3358.5* | | | | | | | | 10.5 *3358.0* | | | | | | |

Boring Depth: 10.5 ft, *Elevation: 3358.0 ft*

| Water Level Observations | | |
|---|---|---|
| After Drilling: **Not Encountered, Augers In** | During Drilling: **5.1 ft** ***(3363.4 ft)*** | Remarks: Water not observed to dry cave-in depth of 2.1' immediately after withdrawal of auger. |
| | After Drilling: **Not Encountered, Augers Out** | |

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-5**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** Mobil B-57<br>**Hammer:** Auto | **Boring Location** N: 565788.9 ft<br>**Coordinates** E: 2180318.0 ft | **Station:** 127 + 86<br>**Offset:** 7 ft L |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3374.6 ft |
| **Date Started:** 6/30/20 | **Date Finished:** 6/30/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** S. Robertson<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 25E 30 - CCD | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0"-3½" PMS. | 0.3 | | | | | | |
| | | | 67 | | 8 - 12 - 8 | | BASE COURSE, Poorly-Graded GRAVEL with sand (GP), medium dense, brown, moist, fine to coarse grained, subangular, [A-1]. (3½" to 17"). | 3374.3<br>1.4 | 12 | 0 | 0 | 6 | | Ziploc Base Sample |
| 2<br>3372.6 | | | | | | | FILL, Lean CLAY with sand and gravel (CL), stiff, dark gray, moist, [A-6]. | 3373.2 | 11 | 30 | 17 | 72 | | Pen: 4+ tsf |
| | | | 78 | | 4 - 7 - 8 | | | | | | | | | |
| | | | | | | | Clayey SAND (SC), medium dense, brown, moist, fine grained, [A-2]. (Alluvium). | 3.0<br>3371.6 | | | | | | Bulk Subgrade Sample 3'-4½' |
| 4<br>3370.6 | | | | | | | | | | | | | | Pen: 2½ tsf |
| | | | 61 | | 1 - 2 - 2 | | Lean CLAY with sand (CL), soft, brown, moist to wet, [A-6]. (Alluvium). | 4.5<br>3370.1 | 19 | | | | | |
| 6<br>3368.6 | | | | | | | Sandy Lean CLAY (CL), very soft, brown, wet, [A-6]. (Alluvium). | 6.0<br>3368.6 | | | | | | |
| | | | 17 | | WH - 1 - 1 | | | | 15 | | | | | |
| 8<br>3366.6 | | | | | | | Silty SAND (SM), very loose, brown, waterbearing, fine grained, [A-2]. (Alluvium). | 8.5<br>3366.1 | | | | | | |
| 10<br>3364.6 | | | 78 | | WR - WH - WH | | | | 28 | | | | | |
| | | | | | | | Boring Depth: 10.5 ft, *Elevation: 3364.1 ft* | 10.5<br>3364.1 | | | | | | |

| Water Level Observations | |
|---|---|
| ▼ After Drilling: **7.2 ft** ***(3367.4 ft), Augers In*** | ▽ During Drilling: **Not Encountered**<br>▼ After Drilling: **Not Encountered, Augers Out** |

Remarks: Water not observed to dry cave-in depth of 4.1' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINTPROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-6**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** Mobil B-57<br>**Hammer:** Auto | **Boring Location** N: 566826.7 ft<br>**Coordinates** E: 2179166.8 ft | **Station:** 225 + 44<br>**Offset:** 15 ft L |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3384.9 ft |
| **Date Started:** 6/30/20 | **Date Finished:** 6/30/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** S. Robertson<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 25 - DDA | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0"-6¾" PMS. | | | | | | | |
| | | | | | | | BASE COURSE, Poorly-Graded GRAVEL with sand (GP), medium dense, gray to brown, moist, fine to coarse grained, subangular, [A-1]. (6¾" to 30"). | 0.5<br>*3384.4* | 2 | 0 | 0 | 4 | | Ziploc Base Sample |
| 2<br>*3382.9* | | | 78 | | 9 - 13 - 12 | | | | 3 | | | | | |
| | | | | | | | FILL, Poorly-Graded GRAVEL with clay and sand (GP-GC), loose to medium dense, brown, moist, [A-2]. | 2.5<br>*3382.4* | | | | | | |
| 4<br>*3380.9* | | | 72 | | 11 - 10 - 9 | | | | 7 | | | | | |
| | | | 50 | | 5 - 6 - 4 | | | | | | | | | |
| 6<br>*3378.9* | | | | | | | Clayey SAND (SC), very loose, brown, moist, fine grained, [A-2]. (Alluvium). | 6.0<br>*3378.9* | 14 | | | | | Bulk Subgrade Sample 6'-8' |
| | | | 78 | | 1 - 2 - 2 | | | | | | | | | |
| 8<br>*3376.9* | | | | | | | | | | | | | | |
| | | | | | | | Lean CLAY with sand (CL), medium stiff to soft, dark gray, moist, [A-6]. (Alluvium). | 9.0<br>*3375.9* | 18 | | | | | Pen: 2½ tsf |
| 10<br>*3374.9* | | | 72 | | 2 - 4 - 1 | | | | | | | | | |
| | | | | | | | Boring Depth: 10.5 ft, *Elevation: 3374.4 ft* | 10.5<br>*3374.4* | | | | | | |

| Water Level Observations | | Remarks: Water not observed to dry cave-in depth of 2.5' immediately after withdrawal of auger. |
|---|---|---|
| ▽ During Drilling: **Not Encountered** | ▼ After Drilling: **Not Encountered, Augers Out** | |
| ▼ After Drilling: **Not Encountered, Augers In** | | |

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINTPROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-7P**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565811.8 ft<br>**Coordinates** E: 2179372.3 ft | **Station:** 215 + 38<br>**Offset:** 164 ft R |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3367.4 ft |
| **Date Started:** 7/16/20 | **Date Finished:** 7/16/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** E. Hollibaugh<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 25 - DDD | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Topsoil. | | 2 | | | | | |
| | | | 33 | | 3 - 3 - 2 | | Sandy Lean CLAY (CL), medium dense, brown, rather dry to wet, fine grained, [A-6]. (Alluvium). | 0.5<br>*3366.9* | 16 | | | | | |
| 2<br>*3365.4* | | | 61 | | 3 - 3 - 3 | | | | | | | | | |
| | | | 100 | | | | Lean CLAY with sand (CL), medium stiff, gray, wet, fine grained, [A-7]. Trace salt, trace of FeOx staining. (Alluvium). | 2.5<br>*3364.9* | 17 | 34 | 15 | 83 | | |
| 4<br>*3363.4* | | | | | | | | | 20 | 34 | 16 | 92 | | Pen: 1½ tsf |
| | | | 72 | | 2 - 2 - 3 | | | | | | | | | |
| 6<br>*3361.4* | | | | | | | Silty CLAY with sand (CL-ML), very soft to soft, olive brown, wet, fine grained, [A-6]. (Alluvium). | 6.0<br>*3361.4* | 27 | | | | | Pen: <¼ tsf |
| | | | 100 | | WH - WH - WH | | | | | | | | | |
| 8<br>*3359.4* | | | | | | | | | 34 | | | | | Pen: <¼ tsf |
| 10<br>*3357.4* | | | 100 | | WH - WH - WH | | | | | | | | | |
| | | | | | | | | | 31 | | | | | Pen: ½ tsf |
| 12<br>*3355.4* | | | 100 | | WH - 1 - 2 | | | | | | | | | |
| 14<br>*3353.4* | | | | | | | | | 23 | | | | | Pen: ¼ tsf |
| | | | 100 | | WR - WH - 2 | | | | | | | | | |
| 16 | | | | | | | Sandy Fat CLAY (CH). (Alluvium). | 15.5<br>*3351.9* | | | | | | |
| *3351.4* | | | | | | | | | | | | | | |

***Water Level Observations***

- ▽ During Drilling: **5.0 ft** ***(3362.4 ft)***
- ▼ After Drilling: **Not Encountered, Augers In**
- ▼ After Drilling: **1.8 ft** ***(3365.6 ft), Augers Out***

Remarks: Water encountered at a depth of 2.0' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-7P**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565811.8 ft<br>**Coordinates** E: 2179372.3 ft | **Station:** 215 + 38<br>**Offset:** 164 ft R |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3367.4 ft |
| **Date Started:** 7/16/20 | **Date Finished:** 7/16/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** E. Hollibaugh<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 25 - DDD | |

| Depth (ft) Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 18<br>3349.4 | | | | | | | Sandy Fat CLAY, very soft to soft, olive brown, wet, fine grained, [A-7]. (Alluvium). | | | | | | | |
| | | | | | | | | | 24 | | | | | Pen: 1½ tsf |
| 20<br>3347.4 | | | 100 | | WR - WH - WH | | | | | | | | | |
| | | | | | | | | 20.5<br>3346.9 | | | | | | |

Water down 1.3' when measured on 11/4/2020.
Water down 1.5' when measured on 12/9/2020.
Water down 1.4' when measured on 1/4/2021.
Boring Depth: 20.5 ft, *Elevation: 3346.9 ft*

| *Water Level Observations* | | |
|---|---|---|
| ▽ After Drilling: **Not Encountered, Augers In** | ▽ During Drilling: **5.0 ft** ***(3362.4 ft)*** | Remarks: Water encountered at a depth of 2.0' immediately after withdrawal of auger. |
| | ▼ After Drilling: **1.8 ft** ***(3365.6 ft), Augers Out*** | |

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-8P**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565801.1 ft<br>**Coordinates** E: 2179056.5 ft | **Station:** 215 + 07<br>**Offset:** 151 ft L |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3366.6 ft |
| **Date Started:** 7/16/20 | **Date Finished:** 7/16/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** E. Hollibaugh<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 25 - CCC | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Topsoil. | | | | | | | |
| | | | 0 | | 2 - 1 - 1 | | Lean CLAY with sand (CL), very soft, brown, moist to wet, fine grained, [A-6]. (Alluvium). ▼ | 0.6<br>*3366.0* | | | | | | |
| 2<br>*3364.6* | | | 0 | | WH - WH - WH | | | | 23 | 34 | 14 | 89 | | |
| | | | 100 | | | | | | | | | | | |
| 4<br>*3362.6* | | | | | | | | | 25 | | | | | Pen: <¼ tsf |
| | | | 100 | | WH - WH - WH | | | | | | | | | |
| 6<br>*3360.6* | | | | | | | | | 25 | | | | | Pen: <¼ tsf |
| | | | 100 | | WH - WH - WH | | | | | | | | | |
| 8<br>*3358.6* | | | | | | | Sandy Lean CLAY (CL), very soft, olive brown, wet, fine grained, [A-6]. (Alluvium). | 7.5<br>*3359.1* | | | | | | |
| | | | | | | | ▽ | | 25 | 24 | 14 | 53 | | Pen: <¼ tsf |
| 10<br>*3356.6* | | | 100 | | WH - WH - WH | | | | | | | | | |
| | | | | | | | | | 26 | | | | | |
| 12<br>*3354.6* | | | 100 | | WH - WH - 2 | | Poorly-Graded SAND with clay (SP), very loose, olive brown, waterbearing, fine grained, [A-2]. (Alluvium). | 12.0<br>*3354.6* | | | | | | |
| 14<br>*3352.6* | | | | | | | | | 22 | | | | | Pen: 2 tsf |
| | | | 100 | | WH - 3 - 4 | | Fat CLAY with sand (CH), soft to medium dense, gray to brown, wet, fine grained, [A-7]. (Alluvium). | 14.5<br>*3352.1* | | | | | | |
| 16<br>*3350.6* | | | | | | | | | | | | | | |

***Water Level Observations***

▽ During Drilling: **8.9 ft** ***(3357.7 ft)***

▼ After Drilling: **Not Encountered, Augers In**

▼ After Drilling: **1.0 ft** ***(3365.6 ft), Augers Out***

Remarks: Water encountered at a depth of 1.0' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-8P**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565801.1 ft<br>**Coordinates** E: 2179056.5 ft | **Station:** 215 + 07<br>**Offset:** 151 ft L |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3366.6 ft |
| **Date Started:** 7/16/20 | **Date Finished:** 7/16/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** E. Hollibaugh<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 25 - CCC | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 18<br>*3348.6* | | | | | | | Fat CLAY with Sand Continued... | | | | | | | |
| | | | | | | | | | 25 | | | | | |
| 20<br>*3346.6* | | | 100 | | WH - 2 - 3 | | | | | | | | | |
| | | | | | | | | 20.5<br>*3346.1* | | | | | | |

Water down 1.6' when measured on 11/4/2020.
Water down 1.6' when measured on 12/9/2020.
Water down 1.4' when measured on 1/4/2020.
Boring Depth: 20.5 ft, *Elevation: 3346.1 ft*

| *Water Level Observations* | | |
|---|---|---|
| After Drilling: **Not Encountered, Augers In** | During Drilling: **8.9 ft** ***(3357.7 ft)*** | Remarks: Water encountered at a depth of 1.0' immediately after withdrawal of auger. |
| | After Drilling: **1.0 ft** ***(3365.6 ft), Augers Out*** | |

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-9**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565694.3 ft<br>**Coordinates** E: 2179159.7 ft | **Station:** 214 + 10<br>**Offset:** 42 ft L |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3384.9 ft |
| **Date Started:** 7/17/20 | **Date Finished:** 7/17/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** E. Hollibaugh<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 36 - AAA | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Topsoil. | | 18 | | | | | Pen: 4 tsf |
| | | | 67 | | 1 - 2 - 2 | | Sandy Lean CLAY (CL), soft to very soft, olive brown, moist to wet, fine grained, [A-6]. Trace salt, trace of FeOx staining. (Alluvium). | 0.6<br>*3384.3* | | | | | | |
| 2<br>*3382.9* | | | 0 | | 2 - 1 - 1 | | | | 27 | 26 | 15 | 86 | | |
| | | | 100 | | | | | | | | | | | |
| 4<br>*3380.9* | | | | | | | | | 23 | | | | | |
| | | | 17 | | WH - WH - WH | | | | | | | | | |
| 6<br>*3378.9* | | | | | | | Lean CLAY with sand (CL), very soft, olive brown, wet, fine grained, [A-6]. (Alluvium). | 6.0<br>*3378.9* | 29 | 31 | 16 | 93 | | Pen: <¼ tsf |
| | | | 54 | | WR - WH - WH | | | | | | | | | |
| 8<br>*3376.9* | | | | | | | | | | | | | | |
| | | | | | | | Clayey SAND (SC), very soft, olive brown, waterbearing, fine grained, [A-2]. (Alluvium). | 8.5<br>*3376.4* | 33 | | | | | |
| 10<br>*3374.9* | | | 100 | | WR - WH - WH | | | | | | | | | |
| | | | | | | | | | 35 | | | | | |
| 12<br>*3372.9* | | | 100 | | WR - WH - WH | | | | | | | | | |
| 14<br>*3370.9* | | | | | | | Silty CLAY with sand (CL-ML), very soft to soft, olive brown, wet, fine grained, [A-6]. (Alluvium). | 13.5<br>*3371.4* | 27 | | | | | Pen: <¼ tsf |
| | | | 67 | | WH - WH - WH | | | | | | | | | |
| 16<br>*3368.9* | | | | | | | | | | | | | | |

**Water Level Observations**

- ▽ During Drilling: **5.0 ft** *(3379.9 ft)*
- ▼ After Drilling: **13.1 ft** *(3371.8 ft), Augers In*
- ▼ After Drilling: **2.9 ft** *(3382.0 ft), Augers Out*

Remarks: Water encountered at a depth of 2.9' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINTPROJECTS\3701-3800\3747.GPJ

SK GEOTECHNICAL

# LOG OF BORING

**Boring 9383000-ST-9**



| | | | | |
|---|---|---|---|---|
| **Project:** Rimrock-62nd Roundabout STPX 1034(2) | | **Rig:** CME 75HT<br>**Hammer:** Auto | **Boring Location** N: 565694.3 ft<br>**Coordinates** E: 2179159.7 ft | **Station:** 214 + 10<br>**Offset:** 42 ft L |
| **Project Number:** 18-3747S | **UPN:** 9383000 | **Boring Diameter:** 9" | **System:** MT S.P. (E)<br>**Datum:** NAD83 | **Top of Boring Elevation:** 3384.9 ft |
| **Date Started:** 7/17/20 | **Date Finished:** 7/17/20 | **Drilling Fluid:** None | **Location Source:** Sanderson Stewart | **Elevation Source:** Sanderson Stewart |
| **Driller:** E. Hollibaugh<br>**Logger:** E. Coldwell | | **Abandonment Method:** Backfilled with Cuttings | **Township, Range, and Section:** 1N 24E 36 - AAA | |

| Depth (ft) / Elev. (ft) | Operation | Sample Type | Recovery (%) | RQD (%) | Blow Count | Lithology | Material Description | Depth (ft) / Elev. (ft) | MC (%) | LL | PL | -200 (%) | DD (pcf) | Remarks and Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Silty CLAY with Sand Continued... | | | | | | | |
| 18<br>3366.9 | | | | | | | | | 23 | | | | | Pen: 1 tsf |
| 20<br>3364.9 | | | 100 | | WH - WH - 4 | | | | | | | | | |
| | | | | | | | Boring Depth: 20.5 ft, *Elevation: 3364.4 ft* | 20.5<br>3364.4 | | | | | | |

| Water Level Observations | | Remarks |
|---|---|---|
| After Drilling: 13.1 ft *(3371.8 ft), Augers In* | During Drilling: 5.0 ft *(3379.9 ft)* | Remarks: Water encountered at a depth of 2.9' immediately after withdrawal of auger. |
| | After Drilling: 2.9 ft *(3382.0 ft), Augers Out* | |

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 1/4/21 15:31 - Z:\GINT\GINT\PROJECTS\3701-3800\3747.GPJ

# STANDARD PROVISIONS INDEX

**FEDERAL AID PROJECTS** **CONTAINS**

Federal Wage Rates (Rev. 4-28-2023)..... 6 Pages

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

Required Contract Provisions Federal-Aid Const. Contracts (FORM FHWA-1273) [Rev.7-5-2022]..... 13 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: MT20230079 04/28/2023

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 option is exercised) on or after January 30, 2022. | Executive Order 14026 generally applies to the contract.<br>The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022. | Executive Order 13658 generally applies to the contract.<br>The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023. |

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 http://www.dol.gov/whd/govcontracts .

| Modification Number | Publication Date |
|---|---|
| 0 | 04/28/2023 |

SUMT2023-001 04/01/2022

| | Rates | Fringes |
|---|---|---|
| **CARPENTER** | | |
| Carpenter/Piledriverman | $ 36.05 | 14.23 |
| Millwright | $ 40.87 | 14.70 |
| **CEMENT MASON/CONCRETE FINISHER** | $ 33.41 | 16.51 |

**DIVER**

| | | |
|---|---|---|
| Diver Tender | $ 45.30 | 18.38 |
| Diving | $ 92.66 | 18.38 |
| Stand-By | $ 46.33 | 18.38 |

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 | $ 38.38 | 18.60 |
| Groundman. | $ 29.96 | 17.64 |
| Lineman | $ 50.11 | 19.88 |

**ELECTRICIAN**

| | | |
|---|---|---|
| All Areas | $ 39.08 | 20.00 |

| | | |
|---|---|---|
| **IRONWORKER** | $ 30.43 | 25.22 |

**LABORER**

| | | |
|---|---|---|
| Group 1 | $ 27.71 | 12.36 |
| Group 2 | $ 30.87 | 12.36 |
| Group 3 | $ 31.10 | 12.36 |
| Group 4 | $ 32.12 | 12.36 |

**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** $ 36.00 12.84

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.

**POWER EQUIPMENT OPERATOR**:

| | | |
|---|---|---|
| Group 1 | $ 32.47 | 12.77 |
| Group 2 | $ 34.55 | 12.77 |
| Group 3 | $ 35.70 | 12.77 |
| Group 4 | $ 36.67 | 12.77 |
| Group 5 | $ 38.05 | 12.77 |
| Group 6 | $ 39.27 | 12.77 |
| Group 7 | $ 41.95 | 12.77 |

**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 | $ 28.21 | 12.57 |
| Group 2 | $ 35.74 | 12.57 |

**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

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

==========

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.

==========

END OF GENERAL DECISION

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S ACKNOWLEDGMENT:

_____
Company

By: _____
Name

_____
Title

_____
Date

WORK SITE LOCATION:

_____
Town

_____
State

_____
Project #

Rev. 01/01/04

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS**
**FEDERAL-AID CONSTRUCTION CONTRACTS**

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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** (29 CFR 5.5)

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, 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 Administrator for determination. The 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** (29 CFR 5.5)

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** (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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** (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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** (29 CFR 5.5)

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**

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

**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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**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. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

**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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

**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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

**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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To 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. 46 CFR 381.7.

2. To 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
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.