CONTRACT NO. 05124

Backsfed.102323

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 January 11, 2024. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

NHPB STWD (753) Butte Area NHS Structures

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 #05124
AWARDED ON: JANUARY 23, 2024
TO: SLETTEN CONSTRUCTION COMPANY

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Malcolm “Mack” Long
Director of Transportation

Contract No.05124
HB:ST:9315001AWD

AWARD COPY

CURRENT QUESTIONS & ANSWERS

103 - BUTTE AREA NHS STRUCTURES - January 11, 2024

Notifications

-1-

Submitted: Thursday 04-JAN-2024 11:08 AM

Bidding acknowledgements have been updated in the AASHTOWARE Project Bids, bid files for the January Letting. Some redundant and outdated language was inadvertently left in the bid files and is shown in the printout of bid submissions. The outdated and redundant language will be removed from the contract when routed to the awarded contractor via DocuSign.

Addendums

No Addendums available for this project.

Clarifications

-1-

Submitted: Tuesday 09-JAN-2024 02:00 PM

Lead Based Paint Analysis Reports are linked here: **REPORTS**

The reports are for information only.

Questions

-1-

Submitted: Friday 15-DEC-2023 11:22 AM

Company: Hamilton Construction Co.

Contact: Wendell Snook

Can MDT provide as-built drawings for the project's seven structures, in particular STR 04457 and STR 03194?

Answer

Submitted: Wednesday 20-DEC-2023 02:38 PM

The files linked below represent the as-built drawings for the structures. MDT provides them for informational purposes only. They do not include drawings for modifications to the structures, such as joint replacements and guardrail revisions and may not completely represent current conditions. Thus, some of the information contained in these documents may be out of date or not applicable with regard to the advertised project. The contractor should not rely solely on the as-built drawings provided for bidding purposes nor does any data in these files supersede the data in the contract documents. **AS BUILT PLANS**

-2-

Submitted: Friday 22-DEC-2023 09:54 AM

Company: Hamilton Construction Co.

Contact: Wendell Snook

Special Provision 3 Incentive/Disincentive on MDT Structure No. 04457 Section 3.B.3 lists specific items of work that must be completed with some exceptions. Standard Specification 552.03.18 Silane Sealer is to be applied to new and replacement full depth bridge decks. Sealer is to be applied at least 28 days after the deck has been cast. Will application of Silane Sealer be considered an exception for completion within the 50 calendar day incentive period? Per specification opening to traffic prior to sealer application will require entire deck to be sandblasted and pressure washed. To reduce lane closure durations would a shot blast prep be acceptable in lieu of sandblasting and pressure washing?

Answer

Submitted: Wednesday 03-JAN-2024 10:10 AM

The silane sealer is considered an exception for the incentive period. Sandblasting and pressure washing is required prior to silane sealer.

CURRENT QUESTIONS & ANSWERS

-3-
Submitted: Friday 22-DEC-2023 02:41 PM
Company: Jeffery Contracting
Contact: George Friez
Item 410020155 specifies a 3/8" Commercial Mix with PG 58V-34 oil. The quantity for this item is 538 ton. Would MDT allow an existing 3/4" Grade S 64-28 or 70-28 mix design in lieu of the 3/8" Commercial Mix design?
Answer
Submitted: Wednesday 03-JAN-2024 10:12 AM
MDT will allow the use of a 3/8” commercial plant mix design with 58V-34 or PG 70-28.

-4-
Submitted: Friday 05-JAN-2024 08:27 AM
Company: Mountain West Holding Co
Contact: Chris Connors
Special provision 40 provides information regarding lead-based paint concentrations for the bridge guardrail and sign support on Bridge 04454. Later in the special provision however it states that elements identified with lead-based paint on Bridge 04454 will not be impacted by work on this project. Please confirm that the lead-based paint information related to Bridge 04454 is for information only and has no bearing on the project work.
Answer
Submitted: Tuesday 09-JAN-2024 01:50 PM
The work on structure 04454 is limited to substructure repair. The work does not impact the pieces that contain lead-based paint, the inspection and sampling report is for awareness of the potential LBP hazards present in this area.

-5-
Submitted: Friday 05-JAN-2024 08:36 AM
Company: Mountain West Holding Co
Contact: Chris Connors
Special provision 40 includes information related to lead-based paint concentrations on guardrail that require work on bridge 04457. Bridge 04457 requires removal and replacement of the sign structure connected to the bridge. Please confirm that SP 40 does not apply to the sign supports that get replaced on Bridge 04457 or that the reference is in regards to connections to posts shared by both the sign and guardrail? Additionally, please clarify what guardrail is referred to in SP 40 on Bridge 04457 when it says Bridge end sections of guardrail are to be salvaged. Is it the last sections of guardrail on the bridge or the first sections of guardrail off the ends of the bridge?
Answer
Submitted: Tuesday 09-JAN-2024 01:50 AM
The sign support brackets were not tested as part of the original lead-based paint (LBP) testing on the bridge. Based on similar projects in the area, the silver paint on the sign structure should be assumed to contain LBP for the purposes of bidding. The guardrail end terminal sections on each of the four guardrail runs on the ramps are to be salvaged. See SP 46 for additional information. Contractor will need to coordinate with District Maintenance chief to confirm salvage requirements.

-6-
Submitted: Friday 05-JAN-2024 09:30 AM
Company: Jeffery Contracting
Contact: Kieley Cassidy
Special Provision 39 references an investigation report available to review on MDTs Contractor FTP Site. Will MDT please provide this report or a direct link to the report?
Answer
Submitted: Monday 08-JAN-2024 12:33 PM

CURRENT QUESTIONS & ANSWERS

Here is the link to the Investigation Report referenced in Special Provision 39, Contaminated Soil.

Attached are PDF Files of the available project alignment and/or structures geotechnical report(s), geotechnical report supplements, and geotechnical laboratory summaries. There is remaining geotechnical information that is voluminous and very difficult to compile in a concise manner. Contractors are welcome to come to MDT Headquarters to inspect rock samples taken for the project that are stored here or to look through the complete set of Geotechnical field investigation notes, laboratory testing, analytical, or other data in our project files. It should be noted that the project may have undergone significant changes during the design process after the original geotechnical report and supplements were issued. Thus, some of the information contained in these documents may be out of date or not applicable with regard to the advertised project. Some of the changes include but are not limited to: Project splits (for funding, ROW issues, etc.) alignment and grade changes; and changes due to environmental factors (sensitive areas, etc.). The documents can be found at: **INVESTIGATION REPORT**

-7-

Submitted: Monday 08-JAN-2024 09:49 AM
Company: Jeffery Contracting
Contact: Kieley Cassidy
With the investigation report referred to in special provision 39 unavailable at this time the landfill cannot confirm whether the excavated material will be able to be disposed of at their facility. Will MDT consider payment for any cost associated with additional testing and handling as a potential result of the landfill not taking the contaminated material?

Answer
Submitted: Tuesday 09-JAN-2024 03:15 PM
The BSB County landfill in Rocker, Montana will require collection of a TCLP sample for RCRA 8 Metals to determine whether they will accept the material. Additional cost for testing required by the county, or any additional costs to dispose of the material at the at the BSB Mine Waste Repository in Butte, Montana, will be paid for in accordance with Subsection 109.04.

-8-

Submitted: Monday 08-JAN-2024 09:39 AM
Company: Jeffery Contracting
Contact: Kieley Cassidy
Will HAZWOPER training be required for all personnel working within the excavation area where contaminated soils have been identified?

Answer
Submitted: Tuesday 09-JAN-2024 03:12 PM
According to OSHA’s definition of who is required to have HAZWOPER training, it appears that HAZWOPER training would not be required. Given the elevated concentration of lead in soil identified at this bridge, the contractor should follow all necessary and required health and safety steps to protect their workers.

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 05124

PROJECT: NHPB STWD(753) 9315753001 BUTTE AREA NHS STRUCTURES

SECTION: 0001 - BRIDGE DECK REHABILITATION

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0010	104030010	MISCELLANEOUS WORK	UNIT	50,000.00
0020	108000000	CRITICAL PATH SCHEDULE	LS	1.00
0030	108000010	STRUCTURE ANALYSIS	LS	1.00
0040	109200005	MOBILIZATION	LS	1.00
0050	202020058	REMOVE GUARD ANGLE	LNFT	56.50
0060	202020115	REMOVE DECK	SQYD	737.60
0070	203020100	EXCAVATION-UNCLASSIFIED	CUYD	176.00
0080	208010000	BMP ADMINISTRATION-LS	LS	1.00
0090	208010200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0100	301020340	CRUSHED AGGREGATE COURSE	CUYD	74.00
0110	301020625	AGGREGATE TREATMENT	SQYD	220.00
0120	401020155	COMMERCIAL MIX-3/8 IN-PG 58V-34	TON	538.00
0130	402020315	EMULSIFIED ASPHALT-TACK COAT	GAL	148.00
0140	411010000	COLD MILLING	SQYD	2,360.00
0150	501010401	CONCRETE-SHALLOW REPAIR	SQYD	41.10
0160	551020036	CONCRETE-CLASS STRUCTURE LOW	CUYD	170.60
0170	551020126	CONTROLLED LOW STRENGTH MATL	CUYD	48.40
0180	552010059	EPOXY INJECTION	LNFT	33.50
0190	552010140	TRANSVERSE DECK GROOVING	SQYD	1,271.20
0200	552010160	BRIDGE DECK CRACK SEAL	SQYD	717.80
0210	552011010	EXPANSION JOINT STRIP SEAL	LNFT	30.30
0220	552011120	JOINT SEALS-POLYURETHANE	LNFT	56.00
0230	552011300	SCUPPER	EACH	4.00
0240	555010200	REINFORCING STEEL-EPOXY COATED	LB	78,932.00
0250	561020110	BRIDGE DECK MILLING	SQYD	713.10
0260	562000020	CLASS A BRIDGE DECK REPAIR	SQYD	5.00
0270	562000030	CLASS B BRIDGE DECK REPAIR	SQYD	5.00
0280	563000010	CONCRETE-CLASS OVERLAY	SQYD	713.10
0290	563000012	CONCRETE-CLASS OVERLAY-FIXED	UNIT	500.00
0300	563000120	WATERPROOFING	SQYD	2,005.00

SECTION: 0001 - BRIDGE DECK REHABILITATION

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0310	605000060	ONE-WAY DEPART CONC BARRIER SECT	EACH	2.00
0320	605000070	REMOVE CONCRETE BARRIER RAIL	EACH	8.00
0330	605000090	CONCRETE BARRIER RAIL	EACH	36.00
0340	605000092	36 IN SS CONCRETE BARRIER RAIL-BR	LNFT	423.00
0350	606010335	MASH W-BEAM TERMINAL SECTION	EACH	2.00
0360	606010342	MASH THRIE BEAM BR APPRCH SECTION	EACH	2.00
0370	606010385	REMOVE GUARDRAIL	LNFT	430.00
0380	606011503	RESET TEMP IMPACT ATTENUATOR	EACH	2.00
0390	606011518	TEMPORARY IMPACT ATTENUATOR	EACH	2.00
0400	609010112	CURB 4 IN-CONCRETE	LNFT	20.00
0410	610100559	REVEGETATION	LS	1.00
0420	618030015	TRAFFIC CONTROL-FIXED	UNIT	500.00
0430	618030080	TRAFFIC CONTROL-LS	LS	1.00
0440	618030180	TRAFFIC CONTROL-CROSSOVER	EACH	4.00
0450	618030190	TRAFFIC CONTROL-TWO WAY TRAF	MILE	2.60
0460	618030300	CROSSOVER-MAINTAIN, CLOSE	EACH	2.00
0470	618100000	SINGLE USE SIGNS	SQFT	200.00
0480	618100008	TRAFFIC ACTUATED TEMPORARY SIGNALS	LS	1.00
0490	618190100	TEMPORARY BARRIER RAIL	LNFT	460.00
0500	618190110	RESET TEMP BARRIER RAIL	LNFT	460.00
0510	619010062	SIGNS-ALUM SHEET INCR XI	SQFT	353.30
0520	619010090	SIGNS-ALUM REFL SHEET XI	SQFT	44.60
0530	619010230	REMOVE SIGN	EACH	4.00
0540	619010240	REMOVE SIGN-GUIDE	EACH	2.00
0550	619010320	POSTS-STEEL STRUCTURAL SIGN	LB	1,532.00
0560	619010480	POLES-TREATED WOOD 4 IN	LNFT	46.00
0570	620011105	WORDS AND SYMBOLS-WHITE PAINT	GAL	4.00
0580	620011260	WORDS AND SYMBOLS-WHITE EPOXY	GAL	5.00
0590	620013000	STRIPING-WHITE PAINT	GAL	7.00
0600	620013960	STRIPING-WHITE EPOXY	GAL	9.00
0610	620014000	STRIPING-YELLOW PAINT	GAL	6.00
0620	620014960	STRIPING-YELLOW EPOXY	GAL	8.00

TABLE OF CONTENTS
FEDERAL AID PROJECT(S) NHPB STWD (753)

1. PROJECT DESCRIPTION [102] 6
2. CONTRACT TIME - COMPLETION DATE [108] (REVISED 1-21-16) 6
3. INCENTIVE/DISINCENTIVE ON MDT STRUCTURE NO. 04457 7
4. TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS 7
5. COORDINATION OF OTHER PROJECTS 8
6. CONTRACT DEFINITIONS (101) (ADDED 1-11-24) 9
7. CONTRACT DOCUMENTS [102] (REVISED 1-11-24) 9
8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS [102] (REVISED 2-23-23) 9
9. DBE QUOTES [102] (REVISED 3-10-16) 9
10. DBE USAGE [102] (REVISED 11-16-23 M) 10
11. LABOR REQUIREMENTS [102] (REVISED 9-5-19) 10
12. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 5-18-23) 10
13. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 4-28-22) 10
14. PARTNERING [105] (ADDED 1-11-24 M) 10
15. STEEL PRICE ADJUSTMENT [106] (REVISED 1-11-24) 11
16. BUILD AMERICA, BUY AMERICA (BABA) [106] (REVISED 1-11-24) 11
17. CONSTRUCTION EQUIPMENT ON STRUCTURES [107] (REVISED 9-21-23) 12
18. DEPARTMENT CONSTRUCTION TRAINING [108] (ADDED 5-18-23) 13
19. SUBCONTRACTING CONSULTANTS [108] (REVISED 2-27-14 M) 13
20. NOTICE TO BIDDERS [108] (ADDED 11-21-08) 13
21. ENVIRONMENTAL SPECIFICATIONS [208] (ADDED 9-9-21M) 14
22. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REVISED 9-9-21M) 14
23. STORM WATER PERMITTING REQUIREMENTS UNDER THE MT POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (REVISED 8-10-23) 14
24. NOISE IMPACT [208] (REVISED 5-24-12) 16
25. JOINT SEAL – POLYURETHANE [711] (ADDED 10-08-20) 16
26. EXPANSION JOINT (REVISED 12-14-12) 17
27. BRIDGE DECK REINFORCING STEEL COVER [564] (REVISED 10-28-21) 18
28. MODIFIED BRIDGE DECK CONCRETE WATER CURE [551] (REVISED 3-2-2020) 18
29. CONCRETE - CLASS STRUCTURE LOW SLUMP (REVISED 9-9-21) 20
30. SUBSTRUCTURE CONCRETE REPAIRS 20
31. CONCRETE CRACK INJECTION 22

32. CONCRETE WATERPROOFING 24
33. REMOVE CONCRETE BRIDGE DECK 25
34. BRIDGE DRAINAGE STRUCTURE 26
35. STRUCTURE 04457 UTILITY COORDINATION 27
36. PROTECTION OF EXISTING ROADWAYS UNDER STRUCTURES 27
37. BRIDGE DEMOLITION NOTIFICATION 28
38. BUTTE-SILVER BOW COUNTY – EXCAVATION & DIRT MOVING PERMIT 28
39. CONTAMINATED SOIL 28
40. LEAD-BASED PAINT (LBP) REMOVAL AND DISPOSAL 29
41. PROTECTION FOR ROOSTING BATS 30
42. BRIDGE DECK HYDROMILLING AND CONCRETE OVERLAY 30
43. ADHESIVE ANCHOR SYSTEM 31
44. BASE PRICE FOR CONCRETE [551] (REVISED 12-17-20) 31
45. CLASS GENERAL CONCRETE [551] (ADDED 11-16-23) 32
46. REMOVE GUARDRAIL 32
47. IMPACT ATTENUATOR – TEMPORARY [606] (REVISED 1-21-21) 32
48. CROSSOVER TRAFFIC CONTROL [618] (REVISED 12-7-23) 33
49. OPEN MEDIAN CROSSOVER 34
50. REMOTE TRAFFIC CAMERA 34
51. RESET SIGNS AND DELINEATORS 35
52. TRAFFIC ACTUATED TEMPORARY SIGNALS [618] (REVISED 8-10-23M) 35
53. TEMPORARY BARRIER RAIL [618] (REVISED 7-15-21) 35
54. AASHTO M 332 PERFORMANCE-GRADED ASPHALT BINDER (MSCR) [702] (REVISED 2-23-23) 36
55. REVEGETATION 37

SECTION II
Nondiscrimination Notice

SECTION III
Standard Provisions & Requirements

SPECIAL PROVISIONS

FEDERAL AID PROJECT NO(S). NHPB STWD (753)

(REVISED 1-11-24)

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-V5-0.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-011124-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]

This project is to rehabilitate seven bridges in the Butte District that carry local roads over I-15, I-90 or carry I-15 over local roads in and around Butte in Silver Bow and Jefferson County. The scope of work varies for each structure, but generally involves preservation work including bridge deck replacement, bridge deck milling and overlay work, bridge rail replacement, expansion joint replacement, guard angle removal, roadway approach work, guardrail replacement, and substructure repair.

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

This contract is a completion date contract. The work begins on the effective date stated in the Notice to Proceed (NTP) and all work is to be completed no later than November 15, 2024. Unusually severe weather is not considered as a delay cause. The NTP will be issued with an effective date of March 11, 2024.

3. INCENTIVE/DISINCENTIVE ON MDT STRUCTURE NO. 04457

A. Description. The contract for the replacement of the bridge deck on MDT Structure No. 04457 is a calendar day contract and has an incentive/disincentive. Contract time begins on the date that the bridge is closed to traffic, and all work is to be completed in 50 calendar days. Work is considered complete when normal traffic flow is restored to MDT Structure No. 04457 that carries German Gulch Road.

B. Definition of Terms. The following terms apply to this contract:

1) Contract Time. Contract time will be assessed in accordance with Subsection 108.07. Contract time will not begin before June 17, 2024, or until work is completed on the Buxton – North and South project and the crossovers are available for use on this project. See Coordination of Other Projects special provision for additional information.

2) Normal Traffic Flow. This is defined as two-way traffic operating without the presence of permanent traffic control devices on MDT Structure No. 04457 that carries German Gulch Road. This also includes unimpeded access to and from I-15 utilizing the existing on and off ramps. Following approval from the Project Manager, temporary traffic control is allowed after restoring two-way traffic to complete any final tasks noted below.

3) Completion of work. Work is considered complete when all items outlined in the road and bridge plans are accepted for completion except for the following: substructure repairs, signing on roadway approaches, and striping. Contractor may remove deck formwork after opening the bridge to two-way traffic.

4) Daily Road User Cost. The dollar figure that represents the average daily cost to the traveling public resulting from disruption of normal traffic flow. The daily road user cost resulting from disruption of normal traffic flow is $15,000. The incentive/disincentive for this contract is $15,000 per calendar day for completing bridge deck replacement.

C. Incentive/Disincentive. An incentive/disincentive will be applied to bridge closure.

1) Early Completion. The contractor will receive an incentive of $15,000 for each calendar day that the contract is complete before the number of calendar days specified above, up to a maximum of 10 calendar days.

2) Late Completion. A disincentive of $15,000 per day will be assessed for each day that normal traffic flow is not restored on MDT Structure No. 04457 that carries German Gulch Road, after 7:00 AM on calendar day 51.

D. Time Extensions. Calendar days will be added to the contract for extra work in accordance with Subsection 108.07.5. Unusually severe weather is not considered as a delay. The completion date for the bridge deck replacement on MDT Structure No. 04457 will be adjusted for extra work performed that affects the critical path. The extra work must be shown to be on the critical path or affecting the critical path on an updated CPM schedule, as described elsewhere in the contract.

E. Conditions. The Project Manager has sole authority to determine when the milestone is complete. Complete form MDT-CON-105-15-1, Contractor’s Component Inspection upon the completion of the milestone.

4. TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS

A. Description. This special provision outlines the traffic control requirements and sequence of operations that are expected for the project. Schedule operations to provide the least amount of inconvenience to the traveling public.

B. Traffic Control. Provide a traffic control plan in accordance with Section 618 and the Manual on Uniform Traffic Control Devices (MUTCD).

1) Do not close roadways or reduce traffic to single lanes during the winter shutdown period from November 15 through April 15 without written approval from the Project Manager. Restore traffic to normal flow throughout this period.

2) Work zones that will not return to normal use before darkness falls may use a combination of flaggers, arrow boards and portable channelizing devices. Use type 2 object markers to mark obstructions or hazards adjacent to the roadway.

C. Sequence of Operations.

1) In addition to the requirements of Subsection 104.05, Maintenance of Work, and Subsection 108.04, Limitation of Operations, schedule operations in sequences outlined below to provide the least amount of inconvenience possible to the traveling public.

2) Develop a sequence of operations for the project to outline the schedule of work at each of the seven structures.

3) Coordinate with MDT and critical services including fire, law enforcement, ambulance, mail, schools, and other services designated by the Project Manager to help accommodate the needed coverage of those services during construction.

4) Maintain access to and from premises of adjacent property owners, intersecting roadways and public intersections during construction.

5) Maintain a minimum of one lane of traffic in each direction for all under roadways at each bridge location during all construction activities.

6) Repair all damage to the surface of the roadway and bridges and maintain a satisfactory riding surface for the travelling public.

7) MDT Structure No. 03194.

a) Maintain a minimum of one lane of alternating one-way traffic during all construction activities.

b) Channelize traffic through the work area of the bridge using Temporary Barrier to provide a minimum 11-ft wide travel way under one-way traffic.

c) Use Temporary Barrier Rail to provide positive protection to the work site for lane closures. Taper the barrier at 10:1 (longitudinal: transverse) to the edge of the roadway on the approach side of the construction site.

d) Provide temporary traffic actuated signals for traffic control required to maintain alternating one-way traffic at night and on weekends.

8) MDT Structure No. 04457.

a) Close the bridge to traffic during deck replacement work.

b) Utilize existing crossovers north and south of the bridge to sequence deck replacement tasks so that work is not performed directly over the traveling public on I-15. Such activities include: existing deck demolition, formwork installation, new deck installation, sign removal and replacement, and any other construction activities that provide a hazard to the traveling public below. See Open Median Crossover special provisions for additional requirements.

c) Prior to and after the deck replacement work, maintain single lane traffic across the bridge. Maintain a minimum traffic lane width of 12-ft during single lane closures.

D. Measurement and Payment. All work required by this provision is measured and paid for at the unit quantities and prices bid for the respective items of the contract. Where work is specified and not distinctly covered by a unit quantity and price, that work is considered incidental to and absorbed in the various bid items of the contract and no separate payment will be made.

5. COORDINATION OF OTHER PROJECTS

Federal Aid Project No. IM 15-2(130)116, Buxton – North and South, and HSIP STWD(745) SF189 HT Median Cable Rail, may be under construction at the same time as this project. For Buxton – North and South coordinate work with MDT project manager Jeff Harrison, (406) 494-9651, email jharrison@mt.gov. For D2 HT Median Cable Rail coordinate work with Donny Pfeifer, PE – QA Manager, DJ&A (406) 721-4320, email donny@djanda.com, and Kris Karpstein – Project Manger, Coral Construction (541) 410-5774, email krisk@coralconstruction.com.

All work associated with the Coordination of Other Projects is incidental to other bid items and not measured or paid separately.

6. CONTRACT DEFINITIONS (101) (ADDED 1-11-24)

The following definitions have been revised or added:

1) Addendum. A contract revision developed after advertisement and before opening proposals. Addenda includes the Question and Answer Forum and amendments.

2) Amendment. Contract revision to the electronic bid files including added bid items, deleted bid items, or bid item quantities.

3) Contract. The written agreement between the Department and the Contractor detailing the obligations of the parties for performing the prescribed work.
The contract includes the proposal; signed contract award form; contract bond; Q&A forum; specifications; general and detail plans; Detailed Drawings; Notice to Proceed; Materials Manual; change orders; extra work orders; and authorized contract time extensions required to complete the project.

4) Question and Answer Forum (Q&A forum). Information which documents contract amendments and addenda posted during advertisement and prior to the opening of proposals. Q&A Forum information includes notifications, clarifications and the answers provided by the Department to questions posed by prospective bidders. Unanswered questions posed by prospective bidders are not considered modifications to the contract. Questions posed by prospective bidders are considered contextual information only.

7. CONTRACT DOCUMENTS [102] (REVISED 1-11-24)

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 1-11-24)
2) Traffic Control Rate Schedule (Revised 3-9-23)
3) Erosion Control Rates

8. 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.

9. 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.

10. DBE USAGE [102] (REVISED 11-16-23 M)

Contract specific goals are not placed on contracts; however, the Department has an overall 6.3% DBE goal it must achieve. To assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this contract, and has established an aspirational goal of 7.0% 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/.

11. 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 Butte.

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

12. 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.

13. 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.

14. PARTNERING [105] (ADDED 1-11-24 M)

In accordance with Subsection 105.05.1, this contract requires Level II facilitation.

15. STEEL PRICE ADJUSTMENT [106] (REVISED 1-11-24)

In accordance with Subsection 106.09.1, the base price per pound of steel for this contract is: $0.90.

16. BUILD AMERICA, BUY AMERICA (BABA) [106] (REVISED 1-11-24)

Furnish construction materials manufactured in the United States. 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 (including optic glass).
- Fiber optic cable (including drop cable).
- Optical fiber.
- Lumber.
- Drywall, and
- Engineered wood.

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).

Manufacturing processes for the construction material must occur in the United States. Manufacturing processes for each of the bulleted construction materials above are defined in 2 CFR 184.6 and are summarized below.

a) Non-ferrous metals: Initial smelting or melting through final shaping, coating, and assembly.

b) Plastics: Initial combination of plastic, polymer based, or composite materials until item is in its final form.

c) Glass: Initial batching and melting, annealing, cooling, and cutting.

d) Fiber Optic Cable: Initial ribboning, buffering, and fiber stranding and jacketing.

e) Optical Fiber: Initial preform fabrication through completion of draw.

f) Lumber: Initial debarking, treatment, and planing.

g) Drywall: Initial blending of gypsum, cutting, and drying of sandwiched panels.

h) Engineered Wood: Initial combination of constituents until item is in its final form.

BABA 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).

2 CFR 184 applies to all construction materials on projects receiving federal financial assistance funds. 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. For all other materials, documentation will be required upon request. 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 containing construction materials of foreign origin are grounds for removal and replacement at the contractor’s expense.

The Department has designated contract materials as “construction materials” 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 that 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 decide 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.

The US DOT has found that it is in the public interest to issue a waiver of BABA's domestic preferences in certain situations. For Construction Materials, the domestic preference may be waived if the total value of non-compliant material is under $1,000,000 or 5% of the total applicable project costs, whichever is less. Submit actual individual material costs, minus manufacturing costs outside the defined manufacturing processes outlined above, along with justification in the form of invoices, bills of lading, or other appropriate documents to the Department if requesting the waiver.

The above waiver does not apply to iron and steel and the existing de minimis standard for iron and steel under 23 CFR 635.410(b)(4) continues to apply.

Projects with a total contract value of $500,000 or less are exempt from all domestic preference regulations including steel and iron.

17. CONSTRUCTION EQUIPMENT ON STRUCTURES [107] (REVISED 9-21-23)

A. Description: Requirements associated with the operation of equipment on structures.

B. Definition. The following definition applies to this special provision:

1) Equipment. Any vehicle or machine weighing more than 5000 pounds.

C. Construction Requirements. Do not use bridges as work platforms, work bridges, or to support or move equipment without the Project Manager's written approval.

1) For bridges having no posted load restrictions and no removal of deck concrete (not milled), provide a full engineering submittal for approval for all equipment utilizing outriggers on the structure and for any equipment not already approved under one of the following conditions:

a) Legal Loads. A vehicle that is a legal load as defined by Section 61-10 MCA.

b) Pre-Approved Equipment. The equipment is currently listed on MDT's Approved Construction Equipment List (ACEL) and will be operated according to any conditions stated in the ACEL.

2) For bridges with a posted load restriction or if bridge deck concrete is partially milled or removed, submit a full engineering submittal for approval for any of the following cases:

a) Equipment weight exceeds 25 tons.

b) Vehicle weight and configuration does not satisfy the posted load restriction.

c) More than one piece of equipment will be simultaneously located on a span.

d) Concrete removal results in significant debonding of the top mat of deck reinforcing steel. The Project Manager, in conjunction with the Bridge Bureau, will determine if significant debonding is present.

e) Repairs to bridge beams or truss members are specified in the contract and repairs are not complete.

f) Equipment outriggers will be used.

3) Full engineering submittal requirements. Submit an engineering analysis and report performed by a Professional Engineer registered in Montana.

a) Engineering analysis. Clearly describe loading conditions and assumptions and provide calculations. Investigate an envelope within which the equipment may function without damaging the structure or endangering workers or the public. MDT proposes the following topics, at a minimum. Provide additional information when necessary.

(1) Load Cases.

(a) Minimum suggested live load vehicles are Type 3 and Type 3S2 trucks in live load combinations from AASHTO "Manual for Condition Evaluation of Bridges."

(b) Consider all loads on the bridge including axle loads, outriggers, equipment dynamic forces, and wind forces on the load, the boom, and the equipment. Consider deflection and secondary force effects. Include traffic live load if the structure will carry traffic during equipment operations.

(c) Investigate different loading combinations for all configurations. Include the distribution of dead load and changing center-of-gravity of the equipment with and without load at different boom extensions, rotations, and elevations.

(2) Structural Effects. Identify critical members. Determine any conditions under which the equipment cannot safely operate.

(a) Written Report. Provide a report containing a narrative summarizing the results of the analysis. Describe special measures necessary to protect the structure through all phases of the equipment's positioning and use. Include drawings as necessary and indicate any minimum equipment clearances to relevant portions of the structure and to traffic flow. Estimate the work's duration.

D. Method of Measurement. Work associated with this provision is not measured for payment.

E. Basis of Payment. Include all costs associated with the requirements of this provision in the lump sum bid for Structure Analysis. Exception: If a full engineering analysis is required as a result of top mat debonding alone (none of the other criteria listed under C.2 are met) then it will be considered extra work and considered for time extension under 108.07.5.

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

The following consultants performed work on the project.

- HDR
- Tetra Tech

20. 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.

21. 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)
Migratory Bird Treaty Act Compliance – Structures	Subsection 208.03.4A(2)
Work in Bear Habitat	Subsection 208.03.4E

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

This project is located within an area designated by the Montana Department of Environmental Quality (DEQ) as a regulated MS4. Contact the Butte – Silver Bow Public Works, 124 West Granite St., Butte, MT 59701, phone 406-497-6563 to determine if additional requirements are in place for construction storm water discharges that would affect this project.

Review Subsection 208.03.1(C) for more information.

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. 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.

25. JOINT SEAL – POLYURETHANE [711] (ADDED 10-08-20)

A. Description. This work is furnishing and installing a polyurethane joint system at the specified locations.

B. Materials.

1) Polyurethane Sealant. Use a one-component, self-leveling, polyurethane-base material in conjunction with a closed cell expanded polyethylene backer rod. Do not use asphalt-based or silicone sealants. Use a joint sealant that accommodates movements of +/- 25% of joint opening size.

2) Furnish a joint system that functions properly between -40 ^{o}F and 113 ^{o}F.

C. Construction Requirements.

1) Sandblast the joint opening and blow the joint free of dust using a compressed air line equipped with an oil trap. Keep all joint surfaces clean and dry at all times. Prime the prepared surfaces with materials that are recommended for usage with the polyurethane joint sealant, if required by the manufacturer.

2) Size and install the backer rod and install the joint sealant in accordance with the manufacturer’s recommendations.

3) Install the joint system when the air temperature is between 40° F and 75° F. Install at a higher temperature only with approval from the Project Manager.

D. Submittals. Do not install the joint system until written authorization is received from the Project Manager.

1) Submit the product documentation for the joint system being used to the Project Manager at least 14 calendar days prior to starting the work. Include the following information in the submittal:

a) Product specifications

b) Material safety data sheet

c) Manufacturer's recommended application procedure

d) Contractor's work plan for installing the joint system

2) Construction Procedures. When the contract requires casting of new concrete at the joint location, submit a work plan describing the procedures that will be used to form the joint opening. Include the following:

a) Joint Width. Provide methods that will ensure the joint is constructed to the plan joint opening width. Consider that the joint opening width will change with temperature before, during and after concrete placement. Use methods and/or sequencing that prevent shoving of the concrete during thermal expansion of the span(s). Request approval for additional construction joints not shown in the plans if needed.

b) Straightness. Provide methods that will ensure the joint does not deviate from a straight line by more than 1/2 inch.

E. Method of Measurement and Basis of Payment. Polyurethane joint systems will be measured and paid for by the linear foot of joint installed.

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

26. EXPANSION JOINT (REVISED 12-14-12)

A. Description

General. The joint shown on the plans is a strip seal with factory-machined, steel edge members. Use the joint shown or an approved equivalent. Use an expansion joint system capable of accommodating the movements shown. Furnish and install the joint system in accordance with these specifications, the plans and the manufacturer's recommendations subject to the approval of the Project Manager. Use a joint system designed to withstand an HL - 93 truck loading and impact in accordance with AASHTO Specifications.

Use an elastomeric seal with the following minimum requirements:

1) Be supplied as one continuous piece from edge of slab to edge of slab.

2) Have claw-locked edges for a watertight fit.

3) Be installed according to manufacturer's recommendations.

4) Have a shape that promotes self-removal of foreign material and maintains an even surface during normal joint movement.

5) Be recessed below the riding surface throughout the normal limits of joint movement.

B. Materials. Use materials conforming to the following:

Use steel edge members and all other steel plates, studs and shapes meeting the requirements of AASHTO M 270 Grade 36 or grade 50W (AASHTO M 270M Grade 250 or grade 345W). Use edge members anchored by studs or other means that provide at least the minimum area of anchorage steel shown. Provide at least the minimum clearance between the anchor bars and the deck surface shown on the plans. On any alternate method of anchorage, provide for the above requirements and the attachment to two separate planes of the edge members surfaces. Attach half the total number of anchors to each plane with adjacent anchors attached to alternating planes. Alternate edge members submitted for approval and any

additional anchorage for alternate edge members determined necessary by the Department to meet the above requirements are made at no cost to the Department.

Elastomer - Use a compound consisting of 100% virgin polychloroprene (neoprene) and conforming to the properties specified by the joint manufacturer, subject to approval by the Project Manager.

C. Submittals. Furnish five sets of shop drawings to the Project Manager indicating all material specifications and dimensions of the fabricated joint assembly. Shop drawings may be submitted on 11" x 17" sheets and may be furnished in Adobe Acrobat Reader (.pdf) format in lieu of hard copies. Show all joint setting data on the drawings. Meet all other requirements of sub-section 556.03.2 of the Standard Specifications. Do not begin fabrication of the joint until the Department has approved all of the information contained on the shop drawings.

D. Construction Requirements. Install the joint to conform to the roadway cross-section.

Paint all AASHTO M 270 (AASHTO M 270M) steel in accordance with the Standard Specifications except that designated with a "W," indicating weathering steel.

Use only certified welders. All splice welds must develop full strength. Grind smooth all welds in contact with the elastomeric strip seals. Clean any foreign material from the elastomeric strip seals and edge members prior to installation.

Use an assembly with provision for final field adjustment at the time of installation. Perform final adjustment of the assembly as directed. Adjust assembly as required to account for thermal movements immediately prior to casting concrete around the assembly.

E. Measurement. This work will be measured in linear foot along the centerline of the joint, parallel to the plane of the finished joint surface.

Method of Payment. This will be paid for at the contract unit price bid per linear foot for Expansion Joint. Include material, labor, tools, equipment, and incidentals necessary.

27. BRIDGE DECK REINFORCING STEEL COVER [564] (REVISED 10-28-21)

A. Description. The Department may measure the depth of the concrete cover over the top reinforcing steel of the bridge deck(s) and the deck thickness, using Ground Penetrating Radar (GPR) equipment.

B. Construction Requirements. Schedule 3 business days for the Department to access the deck. Ensure the deck is completely bare during the 3 business-day period, or until the test is complete, to allow full access to the entire surface. The timeframe for access to the bridge deck is after the water cure has been completed and prior to opening the bridge deck to traffic. The Department will perform the test only on a dry deck. The test may be completed either prior to or after transverse deck grooving or rail construction. If inclement weather prevents the test from being performed within the 3 business days provided, the test will be cancelled or rescheduled. Provide the Project Manager a minimum of 14 calendar days' notice for the 3 business-day access period. The Project Manager will coordinate the test with the Department's CES Bridge Reviewer.

C. Method of Measurement and Basis of Payment. Consider all costs associated with this provision and its requirements incidental to performance of the work. Include the costs in the cost of other items.

28. MODIFIED BRIDGE DECK CONCRETE WATER CURE [551] (REVISED 3-2-2020)

A. Description. Protect full depth bridge deck concrete from shrinkage and thermal cracking.

B. Materials.

1) Burlap. Furnish burlap in accordance with Subsection 717.01.2.

2) Water. Furnish water in accordance with Subsection 713.01.

3) Temperature data logging. Submit for approval a temperature monitoring system having at least 4 channels, capable of measuring internal concrete and ambient temperatures,

recording time and temperature at 30-minute intervals or less for a minimum of 14 days, with an accuracy of 1 degree or less.

C. Construction Requirements.

1) For each concrete placement, install 4 probes at 3 locations on the deck (12 probes total per placement) in concrete a minimum of 5 feet away from any edge or joint. For placements that are less than 10 cubic yards, place only 4 probes at one location. Place and secure probes at 4 depths within the deck as follows:

- at least 2 feet above deck surface. This probe may be moved to the edge of deck to facilitate attachment;
- to the top of the top mat of rebar;
- midway between the 2 mats of rebar, and;
- to the bottom of the bottom mat of rebar.

2) Start recording temperatures at least 1 hour prior to concrete placement. Ensure probes read within 3.6 °F (2 °C). Replace probes that do not. Protect probes during concrete placement. Relocate any displaced probes within wet concrete. Monitor and record ambient air temperature while recording probe temperatures. Monitor concrete temperature probes until concrete is within 5 °F (2.8 °C) of ambient, and vertical temperatures through the deck thickness are uniform (within 10 °F [5.5 °C]) and concrete is at least 96 hours old (72 hours old if concrete does not contain silica fume).

Exception: for cold weather concrete, monitor temperatures until cold weather protection is removed.

3) Increase ambient humidity by fogging above finished concrete and concrete forms/rebar using one or more 3000 psi (21MPa) or greater pressure washer powered fogging wands. Do not:

- use low pressure spray nozzles;
- use fogging systems attached to the screed;
- use fogging, or other methods, to add finishing water to unfinished concrete;
- allow water to drip, flow, or puddle on the concrete surface during fog misting, when placing the burlap, or at any time before the concrete has achieved final set.

4) Maintain the forward edge of concrete placement nearly parallel to and not more than 6 feet (1.8 m) ahead of the strike-off.

5) Use catwalk(s) to facilitate uniform application of the fog mist across the entire deck and to facilitate placement of the wet burlap on the fresh concrete surface. Apply a fog mist as necessary to maintain a moist surface on the finished concrete before and after covering with burlap until the water cure process is operational.

6) Start the water cure as soon as possible without damaging the concrete finish by applying pre-moistened burlap to maintain a water-saturated environment on the concrete surface. Meet the following requirements for the water cure.

a) Ensure the temperature of all water used in the water cure is within 20 °F (17 °C) of the in place concrete temperature.

b) Presoak the burlap by immersing it in water for at least 24 hours prior to placement.

c) Apply the wet burlap to the concrete surface no later than 15 minutes after striking off and finishing the surface of deck-slab concrete.

d) Place soaker hoses when the concrete has hardened sufficiently to prevent marring of the surfaces.

e) Keep the entire deck surface saturated for 3 hours (1 hour for cold weather concrete, unless otherwise approved by the Project Manager) after concrete has reached maximum temperature as recorded by the probes. Immediately turn off soaker hoses and apply clear plastic sheeting over the wet burlap to keep concrete moist.

f) Apply cold weather insulation blankets to minimize the rate of cooling of concrete immediately following the installation of plastic sheeting.

g) Remove all curing and allow deck to dry when concrete is within 5 °F (2.8 °C) of ambient, and vertical temperatures through deck thickness are uniform (within 10 °F [5.5 °C]) and the concrete is at least 96 hours old (72 hours old if concrete does not contain silica fume).

D. Method of Measurement and Basis of Payment. Fogging and water cure will not be measured separately for payment. Include all costs associated with this provision in the concrete receiving the cure.

29. CONCRETE - CLASS STRUCTURE LOW SLUMP (REVISED 9-9-21)

A. Description. Furnish Concrete – Class Structure Low Slump for all full depth bridge deck concrete, bridge barrier rail, and metal bridge rail curbing.

B. Construction Requirements. Furnish material meeting the requirements of Concrete – Class Structure, with the following modifications:

1) The maximum target value for slump is 3-inches with a tolerance of plus 1½-inches to minus 2-inches.

2) When used in bridge barrier rail or metal bridge rail curbing, the target slump may be adjusted to a maximum of 6-inches.

3) Overall Lot Pay Factor. The overall lot pay factor will be calculated for all bid items using Concrete – Class Structure Low Slump, except metal bridge rail.

4) Applicable Pay Factors. See Table 551-9 for applicable pay factors. Pay factors for strength, air content, and gradation are applicable. The pay factor for permeability is not applicable.

C. Measurement. Concrete – Class Structure Low Slump is measured by the cubic yard.

D. Basis of Payment. Include all costs associated with this provision in the bid price for Concrete – Class Structure Low Slump (CUYD).

30. SUBSTRUCTURE CONCRETE REPAIRS

A. Description. Furnish all materials, labor and equipment necessary to perform the repair types listed below on the existing structure at locations noted below, shown on the plans and as approved by the Project Manager. Bridge and repair locations shown in Plans.

1) Repair and Replace Deteriorated Substructure Concrete

a) Shallow Repair. Areas of removal and replacement of existing deteriorated substructure concrete, no deeper than the top of the existing reinforcing steel. The minimum thickness for shallow repairs is 0.75-inch or as directed by repair concrete manufacturer.

b) Deep Repair. Areas of removal and replacement of existing deteriorated concrete to a depth necessary to reach sound concrete, but not to exceed 3 inches below the most exterior existing reinforcing. Include the installation of discrete galvanic anodes in deep repair locations with exposed reinforcing steel.

2) Coat Exposed Anchor Rods. Apply an epoxy primer to exposed anchor rods at bearing locations noted in plans.

B. Material

1) Repair and Replace Deteriorated Substructure Concrete.

a) Repair Concrete. Use a Portland cement based, polymer modified, structural repair mortar with corrosion inhibitor that is suitable for overhead and vertical repairs. Use SikaTop-123 Plus or an approved equal.

b) Use a discrete sacrificial galvanic anode designed to be placed inside a concrete repair area. Use a Sika FerroGard-650 or an approved equal.

2) Coat Exposed Anchor Rods.

a) Zinc-Rich Primer: Use an organic Epoxy Zinc Rich primer that meets the requirements of Standard Specifications Section 710.02.1 or approved equal. Use a tinted primer in Concrete Gray in accordance with Standard Specifications Table 559-1.

C. Submittals. Submit for review a minimum of 20 working days before performing the repair the following:

1) Repair and Replace Deteriorated Substructure Concrete.

a) Material data sheets, description of concrete preparation measures, and proposed equipment to be used to place and consolidate the repair concrete.

b) Material data sheets and manufacturer's recommended installation procedures for galvanic anodes.

2) Coat Exposed Anchor Rods. Proposed Zinc-Rich Primer and the manufacturer recommended application instructions

D. Construction Requirements

1) Equipment. Provide equipment in good working order in accordance with the following requirements:

a) Repair and Replace Deteriorated Substructure Concrete.

b) Power-driven hand tools for removal of concrete with the following requirements:

(1) Jackhammers of a nominal 30-pound class or smaller.

(2) Operate jackhammers and other mechanical chipping tools at an angle of 45° or less from the surface.

(3) To remove concrete from beneath a reinforcing bar in a Deep Repair, use a chipping hammer in a nominal 15-pound class or smaller.

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

3) Notify the Project Manager if existing concrete is removed to a depth of 3-inches below reinforcement or if more than 10 square inches of the girder bearing plate is exposed and sound concrete is still not reached. Do not remove additional concrete until directed by the Project Manager.

4) Construction Details

a) Repair and Replace Deteriorated Substructure Concrete.

(1) Approximate locations and limits of repair are shown on the plans and will be verified by the Project Manager.

(2) Concrete Removal. Do not remove an area of concrete to a depth greater than 3 inches below the existing reinforcing unless otherwise approved by the Project Manager. Saw cut 1/2 inch deep around the repair area edges. Within the saw cut perimeter using mechanical equipment remove all concrete to the saw cut depth, and remove beyond the saw cut depth all delaminated, cracked, disintegrated, loose, or otherwise unsound concrete. Finish the removal with lightweight hand tools. If the bond between the existing concrete and reinforcing steel breaks, remove concrete around the circumference of the bar at least 1-inch but not exceeding 3 inches into the concrete mass. Remove the remaining loose concrete and clean the area to the satisfaction of the Project Manager. Prevent cutting, stretching, or other damage to exposed reinforcing steel. Replace any reinforcement bar that is corroded, cut, or damaged to the point that it has lost 25% or more of its effective cross-sectional area. Replace such bars with new ones of the same size. The Project Manager will determine splice locations where bars need cutting and splicing. Prior to placing new concrete, remove all rust, dirt, laitance, oil, or other foreign materials from reinforcement surfaces with light sandblasting, wire brushes or other approved means.

(3) Placing and Finishing Concrete. Prepare the surface as necessary to ensure a competent bond between the existing and repair concrete. Use solid forms for new concrete in Deep repair areas. Do not attach forms to existing reinforcing bars unless approved by Project Manager. Place and cure repair concrete in accordance with the manufacturer's recommendations.

(4) Prepare the concrete and install the discrete sacrificial galvanic anode in accordance with manufacturer's specifications. Install the number and spacing of anodes in accordance with manufacturer's recommendations and as noted in Plan drawings.

b) Coat Exposed Anchor Rods.

(1) Surface Preparation. Remove any remaining loose concrete and clean the area around anchor rods and any exposed steel reinforcement to the satisfaction of the Project Manager. Prevent cutting, stretching, or other damage to exposed reinforcing steel. Prior to placing coating, remove all rust, dirt, laitance, oil, or other foreign materials from reinforcement surfaces with light sandblasting, wire brushes or other approved means.

(2) Coating Application. Apply the zinc-rich primer in accordance with manufacturer's specifications.

E. Method of Measurement.

1) Repair and Replace Deteriorated Substructure Concrete. The shallow and deep repair areas are measured by the square yard. Replacement of damaged or corroded reinforcing bars for either shallow or deep repairs will be measured and paid for in accordance with Subsection 109.04. The cost of discrete galvanic anodes is incidental to the cost of the repairs.

2) Coat Exposed Anchor Rods. Coating exposed anchor rods is not measured for separate payment.

F. Basis of Payment. Payment for substructure repair items is at the unit price bid for Concrete Shallow Repair and includes costs for all resources necessary to complete the work described in this provision. Coating of exposed anchor rods are incidental to the Concrete Shallow Repair.

31. CONCRETE CRACK INJECTION

A. Description. Furnish all materials, labor and equipment necessary to seal cracks in concrete by injecting the crack with epoxy and restoring the sealed surfaced to a flush condition in areas visible to the public. Perform repair on the existing structure at locations shown on the plans and as approved by the Project Manager.

B. Material

1) Crack Sealant. Use an epoxy paste as recommended by the manufacturer for this application that completely cures in 4 hours or less and retains the injected epoxy. Any other type of crack sealant is subject to approval by the Project Manager.

2) Low Viscosity Injection Epoxy. Manufacturer certified to meet ASTM C881, Type I or IV, Grade 1, Class B or C (as temperature conditions require).

C. Submittals. Submit for review a minimum of 20 working days before performing the repair the following:

1) Proposed materials, the manufacturer recommended application instructions, and description of the proposed injection equipment.

D. Construction Requirements

1) Equipment. Provide equipment in good working order in accordance with the following requirements:

a) Use injection equipment with the following features:

(1) Separate feed lines to the mixing chamber

(2) Automatic mixing and metering pump

(3) Ability to thoroughly mix the epoxy components in the mixing chamber

(4) Operator control of the epoxy flow from the mixing chamber

(5) Clean, legible, accurate pressure gauges easily viewable by the operator

(6) Ability to provide an uninterrupted pressure head to continually force epoxy into the cracks

(7) Injection pressure from 0 to 200 psi

(8) Capable of metering each epoxy component to within 3.0% of the epoxy manufacturer's mix ratio.

b) Before starting the work, demonstrate to the Project Manager the ability of the equipment to meter and mix epoxy components to the required mix ratio. Ratio accuracy may be determined by simultaneously metering each component into separate, clean, accurately graduated, volumetric containers, or another procedure approved by the Project Manager. Also, activate the automatic mixing and metering pump, mix a small amount of injection epoxy, and waste it into a disposable container. The Project Manager will observe this operation and be satisfied the equipment is working properly, and the epoxy is mixed with no streaks.

2) Construction Details

a) Approximate locations and limits of repair are shown on the plans and will be verified by the Project Manager. These locations may include the locations shown on the plans, as well as other locations where the visible crack width exceeds 1/8 of an inch and in the opinion of the Project Manager require repair.

b) Crack and Surface Preparation. Remove all debris or contaminants accessible within the cracks by using hand tools, water blasting or oil-free high pressure air blasting, vacuuming, or other methods approved by the Project Manager. Allow free moisture within the crack to be absorbed before injecting with epoxy. Remove all materials, including moisture, from the surface adjacent to the crack which might interfere with bonding of the crack sealant.

c) Injection Port Installation. Attach injection ports to the prepared surface by placing them onto (surface adapters) or into the cracks (socket ports) and affixing with crack sealant. Larger cracks may be ported by inserting an anchored tube into the crack.

(1) Use positive connection port designs to connect injection equipment to the ports. Other injection port designs and attachment methods, where worker fatigue would not be a problem, require approval by the Project Manager.

(2) Use the following general guidelines for spacing injection ports when cracks are uniform width through the structure. For cracks that get tighter with depth, double this spacing. Intermediate ports may be placed for observation. To permit maximum flow into the void, position ports on the wider crack sections and at intersections, rather than at an exact spacing. If these guidelines cannot be followed, use port locations approved by the Project Manager.

(a) For Cracks Completely Through A Member. Place endmost ports at the ends of the crack to ensure complete filling of the crack. Cracks accessible from one side – space the ports not less than the thickness of the member. Cracks accessible from both sides – space the ports not less than twice the thickness of the member and stagger them relative to the ports on the opposite side. Make the stagger between ports, on opposite sides of the member, at least the thickness of the member.

(b) For Multiple Cracks All Over a Member. Space the ports as far apart as practical, but not less than 8 inches from one another. An 8-inch spacing assumes a 4-inch penetration in each direction if the adjacent ports are not plugged when epoxy reaches them. For fine cracks that taper to an end, place the endmost ports about 4 inches from the end.

d) Crack Seal. After port installation, seal the crack opening with crack sealant, being careful not to plug the injection ports. Allow the crack sealant to cure completely before injecting epoxy. Apply crack sealant only when the surface and ambient temperatures are above 50° F.

e) Port Flushing. Prior to any epoxy injection, flush critical ports with oil-fee compressed air to verify the air exits from all the installed ports, dry the cracks and check for leaks.

f) Epoxy Injection. Perform epoxy injection only when the surface and ambient temperatures are above 45° F and are not expected to fall below 45° F during the next 24 hours.

(1) Uniform Crack Width. Start toward the middle of a horizontal crack and work outward, or the lowest point of a sloping or vertical crack and work upward.

(2) Variable Crack Width. Start at the widest points of all types of cracks and work outward. Secure the feed line to the first port. Initiate and continue flow until epoxy exits from the adjacent port. Plug observation ports and continue through the same port to achieve maximum penetration. Temporarily stop the injection process, remove the feed line, and seal the port. Attach the feed line to the adjacent port and repeat this procedure along the crack until the last port is sealed.

(3) Generally, use higher pressures when injecting narrow deep cracks and medium to low for wider cracks. Low pressure applied for a longer duration is often more effective than high pressure applied for a shorter duration.

(4) Replenish the epoxy supply in the mixing equipment before it is exhausted. Thoroughly stir each epoxy component both before and after adding it to its respective component in the mixing equipment. Exercise care to assure a continuous injection operation.

(5) In the event of a leak from a crack, stop the injection process until the leak is sealed. When any work stoppage exceeds 15 minutes, clean the mixing chamber and flush the line that carries mixed epoxy. Flush with a suitable solvent, followed by air.

(6) Allow epoxy to fully cure prior to performing subsequent work on the repaired area.

g) Clean up. In all areas visible to the public, as determined by the Project Manager, remove spillage, the ports and crack sealant until flush with the adjacent surface. Remove stains and repair any damage to the existing structure.

E. Method of Measurement. Repair of cracked concrete is measured by the lineal foot.

F. Basis of Payment. Payment for concrete crack injection is at the unit price bid for Epoxy Injection and includes costs for all resources necessary to complete the work described in this provision.

32. CONCRETE WATERPROOFING

A. Description. Furnish all materials, labor and equipment necessary for the application of migrating corrosion inhibitor and waterproofing surface treatment on all substructure concrete as shown on the plans and as approved by the Project Manager.

B. Material

1) Migrating Corrosion Inhibitor. Use a corrosion inhibiting impregnation coating that is designed to penetrate the surface of hardened concrete. Use Sika FerroGard-903 or an approved equal.

2) Waterproofing. Use a crystalline waterproofing surface treatment that is designed to reduce the risk of chloride penetration and freeze-thaw effects. Use Xypex Concentrate or an approved equal.

C. Submittals. Submit for review a minimum of 20 working days before performing the repair the proposed materials, the manufacturer recommended application instructions, and proposed equipment for both migrating corrosion inhibitor and crystalline waterproofing.

D. Construction Requirements

1) Equipment. Provide equipment in good working order in accordance with the following requirements:

2) Construction Details

a) Migrating Corrosion Inhibitor. Prepare the surface and install the migrating corrosion inhibitor in accordance with manufacturer’s specifications.

b) Waterproofing. Prepare the surface and apply the crystalline waterproofing in accordance with manufacturer’s specifications.

c) Apply the migrating corrosion inhibitor and crystalline waterproofing over all exposed surfaces on the abutments, concrete columns and pier caps, including the top surface of the pier cap.

E. Method of Measurement. Application of migrating corrosion inhibitor and crystalline waterproofing is measured by the square yard for each.

F. Basis of Payment. Payment for application of migrating corrosion inhibitor and crystalline waterproofing is at the unit price bid for Waterproofing and includes costs for all resources necessary to complete the work described in this provision.

33. REMOVE CONCRETE BRIDGE DECK

A. Description. This work includes removal and disposal of deck, railing, joints, scuppers, downspouts, and incidentals as shown on the plans. Complete the work in accordance with the approved deck removal plan described herein. The deck removal should also comply with the requirements of the Standard Specifications for the Removal of Structures and Obstructions.

B. Equipment.

1) Only use equipment that is included in the approved deck removal plan. Prior approval is required by the Project Manager before using other equipment.

2) Pneumatic hammers may be used to remove concrete over girders, diaphragms, or other members if they will not cause damage to elements that are designated to remain.

C. Submittals.

1) Submit a deck removal plan that describes the proposed methods for deck removal and disposal. Do not begin removal operations prior to receiving approval.

2) Coordinate removal plan submittal with the requirements of the Special Provision for “Construction Equipment on Structures”.

3) The submittal should include the following items.

a) A written sequence of the specific steps for removal of the deck, railing, joints, scuppers, and downspouts. Provide specific detail on removal of the deck that no damage occurs to elements designated to remain in place.

b) Methods for determining depth to existing concrete girders and diaphragms.

c) Details of equipment and measures that will be used to ensure that no damage will occur to the concrete girders, steel members (if present), reinforcing in the girders and existing concrete back walls or other elements designated to remain in place.

d) Details of equipment used to lift and remove deck slabs, such as cranes, excavators and hauling equipment. Include locations, operating radii and lifting calculations.

e) Calculations that demonstrate satisfactory stability and strength of the bridge under all anticipated loads and removal methods. Account for loss of composite action as the bridge deck is being removed.

f) Procedures for notifying the Project Manager if steel member damage occurs or if concrete girder damage that exposes prestressing strand occurs. Note the information that will be provided such as location, length, and depth of damage.

4) Submit the deck removal plan including all calculations and working drawings signed by a Professional Engineering registered in Montana for review. Do not begin removal without an approved submittal.

D. Construction Requirements

1) Remove the deck in accordance with the submitted removal plan to ensure the safety and stability of the bridge superstructure during the deck removal work.

2) Conduct a pre-removal meeting on site with the Project Manager and all workers involved in the removal of the deck. Discuss protocol included in the approved deck removal plan. Do not substitute personnel involved with the saw cutting or demolition of the deck without prior approval from the Project Manager.

3) Do not damage any items including existing girders, diaphragms and existing concrete back walls or other elements designated to remain in place.

4) Saw Cutting Operations.

a) Monitor the cutting operation to prevent cutting into concrete girder prestressing strands or prestressed beam reinforcing steel extending into existing deck. See plans for location of reinforcing steel.

b) Limit the depth of saw cuts to provide at least 2 inches of clearance to prestressing strands.

c) Existing reinforcing steel extending from the prestressed beam is present along the length of the bridge. The Contractor should locate the reinforcing steel prior to saw cutting to prevent and/or minimize damage to existing reinforcing steel.

5) Concrete Girder Damaged During Deck Removal Operations.

a) The Project Manager may prohibit saw cutting over girders if damage occurs, at no additional cost to the department.

b) Immediately notify the Project Manager if damage occurs to any prestressing strands and suspend deck removal operations until authorized to restart work by the Project Manager.

(1) Notify Project Manager for any sawcut damage to the girders.

(2) Minor dents or nicks less than a ¼ in. depth or spalls less than 1 ½ in. depth are required to be reported to Project Manager, but do not require immediate notification or suspension of work.

c) Do not conduct construction operations that would cover or limit access to damage or cause additional damage until the department has had an opportunity to assess the structural significance of the damage.

d) Provide the Department with means to access damaged areas of the structure.

e) Schedule and coordinate with the Project Manager to provide at least one business day for the Department to access and conduct an inspection to determine if the beams have been damaged.

f) Have a professional engineer licensed in the State of Montana analyze the effects of damage to the girders and determine methods, if necessary, to stabilize the structure due to the damage.

g) Unless otherwise approved by the Project Manager, repair the girder or other damaged element to restore the full original capacity. Provide a repair that is resilient to fatigue and designed in accordance with AASHTO. Avoid details that require increased inspection frequency or effort, or enhanced inspection methods throughout the life of the structure. Submit written recommendations and structural details to the Project Manager for repair or replacement of the damaged members signed and sealed by a Professional Engineer licensed in the State of Montana. The Project Manager will have the MDT Bridge Bureau District Design Manager, or their designee review the submittal.

h) The Department may deduct costs associated with reviewing repair details and costs associated with increased inspection from payments due the Contractor.

i) Do not begin restoration work prior to approval. Repair or replace damaged members according to the approved repair procedures.

E. Method of Measurement. Bridge deck removal is measured by the square yard.

F. Basis of Payment. Payment for bridge deck removal is at the unit price bid for Remove Deck and includes costs for all resources necessary to complete the work described in this provision.

34. BRIDGE DRAINAGE STRUCTURE

A. Description. Supply and install deck scupper drains, connections/fittings, drainpipe, and all incidentals as shown on the plans and described in this provision.

B. Materials.

1) Scupper and Grate. Furnish drainage scupper and grates meeting the requirements of Standard Specifications section 711.12.3.

2) Structural Steel. Furnish structural steel in accordance with the Standard Specifications. Provide galvanization in accordance with the Standard Specifications.

- Use galvanized steel for all steel.

3) Fasteners.

- Furnish galvanized threaded rods, bolts, washers, and nuts in accordance with the Standard Specifications and as required by the design.

4) Polyvinyl Chloride (PVC) Pipe. Furnish rigid fittings to connect the scupper drain and drainpipe as shown on the Contract Plans with Schedule 80 PVC pipe rated for continuous UV exposure and meeting the material requirements of Standard Specification Section 708.05.

C. Submittals. Submit to the Project Manager for approval the following items.

1) Shop Plans. Include shop plans detailing the deck drainage inlets, fittings, connections, and support system. Provide material designations, manufacturer's recommendations, and installation instructions.

2) Material Certifications. Submit material designations and certified test reports or certificates of conformance furnished by the manufacturer's testing laboratory or independent testing agency attesting that the materials meet the project requirements.

D. Design Requirements

1) Design Loads.

a) Design grate and scupper body to resist all dead loads as well as an HS20 Wheel Load + Impact.

E. Construction Requirements

1) Scupper Drains. Set scuppers parallel to the lines and grades shown on the plans prior to placing deck concrete.

2) Pipe Installation. Handle and install the pipe, scuppers, and fittings in accordance with the manufacturer's instructions.

F. Method of Measurement. Measurement for the bridge drainage system will be per each deck scupper drain and includes the deck scupper drain and all associated drainpipe, fittings/connections, support elements, and other incidentals.

G. Basis of Payment. Include all costs associated with designing, furnishing, and constructing the bridge drainage structure in the unit price for Scupper.

35. STRUCTURE 04457 UTILITY COORDINATION

A. Description. There is an existing utility conduit on MDT Structure No. 04457 that is attached to the south side of the bridge and extends from Bent No. 5 to the existing sign structure mounted to the bridge deck and barrier. Remove and salvage existing conductor, conduit mounted on structure, and abandon underground conduit.

B. Construction Requirements

1) Confirm existing utility is de-energized and disconnected.

2) Remove conduit and electrical wiring from bridge and cap ends as directed by Engineering Project Manager.

C. Basis of Payment. Include all costs associated with this provision in the costs of other items.

36. PROTECTION OF EXISTING ROADWAYS UNDER STRUCTURES

A. Description. Provide complete protection at all times to the traveling public crossing under any structure. Employ positive means such as netting, tarpaulins, wood, or metal covering to prevent tools, materials, etc., from falling onto the roadway below. Positive protection may include traffic control methods, or other approved means to ensure complete protection.

Submit the proposed method and any modifications of the proposed method of traffic protection for approval to the Project Manager a minimum of 2 days prior to the start of this work. Do not begin work until the protection plan is approved and installed to the satisfaction of

the Project Manager. Failure to maintain such safeguards in an effective manner may result in an immediate shutdown of work until corrected.

B. Basis of Payment. Include all costs associated with this provision in the costs of other items.

37. BRIDGE DEMOLITION NOTIFICATION

A. Description. Submit a notification form to the Montana Department of Environmental Quality (DEQ) Asbestos Control Program (ACP). The Montana Demolition Notification form MTACP02 is available at http://deq.mt.gov/Public/asbestos/Forms. Direct questions regarding this special provision to the construction Project Manager (PM). Inspections were completed on the bridges for asbestos containing materials. The inspection included a review of as-built drawings, documentation of bridge material conditions including inspection photos, and sampling of suspect materials. The inspection did not identify any asbestos containing materials on any of bridges. A copy of the asbestos inspection report is available from MDT.

B. Construction Requirements. Submit the completed form to the DEQ-ACP and the construction PM a minimum of 10 days prior to renovation activities. Provide a copy of the notification acknowledgement to the construction PM upon receipt from the DEQ-ACP. Maintain a copy of the inspection report on site during demolition.

C. Measurement and Payment. Measurement and payment for the notification submittal is included in other items.

38. BUTTE-SILVER BOW COUNTY – EXCAVATION & DIRT MOVING PERMIT

A. Description. Property owners and contractors conducting excavation activities in Butte-Silver Bow County (BSBC) are required to obtain an Excavation and Dirt Moving Permit (ADP) from BSBC due to the potential for encountering mine waste. The Excavation and Dirt-Moving Permit is applicable in the Silver Bow Creek/Butte Area National Priorities List site (NPL Site) within Silver Bow County.

MDT has conducted an environmental investigation of soils at MDT Structure No. 04457. The results of the soil testing and additional guidance on soil management are found in the Contaminated Soil special provision of this contract.

B. Materials and Construction. MDT will submit a Excavation and Dirt-Moving Permit Application to BSBC Planning Department and the permit will be available prior to construction and must be in place before any excavation takes place. A copy of the permit will be available through the Project Manager.

Contact MDT Environmental Services Bureau at 406-444-7632 at least 2 weeks in advance of beginning any excavation activities on MDT Structure No. 04557.

If any suspected mine waste is encountered during construction activities, stop work in the affected area and contact the Project Manager. The Project Manager will provide guidance on disposal or reuse of mine waste. Mine wastes are generally recognized by color - varying shades of yellow, orange and green, their lack of vegetation, and loosely compacted nature.

C. Measurement and Payment. No additional compensation or delay considerations are allowed under these requirements. Work described in this provision is not measured for payment. Consider all costs associated with this provision incidental to performance of work.

39. CONTAMINATED SOIL

A. Description. Earth disturbing activities associated with rehabilitation of MDT Structure No. 04457 will encounter contaminated soils. Preconstruction sampling and analysis indicates presence of elevated levels of the contaminant's barium, cadmium, chromium, and lead above background threshold levels. Furnish all equipment, materials, and labor necessary to excavate and dispose of contaminated soils in accordance with all applicable laws, rules and regulations.

State and Federal laws require that the discovery of previously unknown contamination be reported within 24 hours of discovery. If any other unknown contamination is encountered on the project beyond that described above, suspend work and notify the Project Manager.

The Contractor is encouraged to review the investigation report available for this project that includes the results of preconstruction sampling and analysis of soil and is available for review on MDT's Contractor FTP Site at ftp://ftp.mdt.mt.gov/contract/contractors/.

B. Construction Requirements.

1) Comply with all OSHA, EPA, and DEQ regulations pertaining to worker safety and the excavation, management, and disposal of contaminated soil. Follow all applicable laws, rules and regulations including but not limited to, the Montana Water Quality Act (MCA 75-5-101, et seq.); the Montana Solid Waste Management Act (MCA 75-10-201, et seq.); the Montana Comprehensive Environmental Cleanup and Responsibility Act (MCA 75-10-701, et seq.); the Montana Hazardous Waste Management Act (MCA 75-10-401, et seq.); Petroleum Storage Tank Cleanup (MC 75-11-301, et seq.); and 29 CFR 1910 and 1920 (OSHA); and 40 CFR 260-265 (Hazardous Waste).

2) Excavated soils should be suitable for disposal at the landfill. Coordinate soil disposal with the landfill and provide landfill with investigation report results to ensure soil is acceptable waste. Follow recommendations of landfill for Handling and transport soils in accordance with all applicable laws, rules and regulations.

C. Measurement and Payment. No additional compensation or delay considerations are allowed under these requirements. Work described in this provision is not measured for payment. Consider all costs associated with this provision incidental to performance of work.

40. LEAD-BASED PAINT (LBP) REMOVAL AND DISPOSAL

A. Description. Lead and other heavy metal-based paint removed from highway bridge structures is considered a hazardous waste. United States Department of Housing and Urban Development (HUD) defines lead-based paint (LBP) as a surface coating containing lead in a concentration equal to or greater (≥) 1.0 milligram per square centimeter (mg/cm^2) or 0.5% by weight. The paint identified on the guardrail of MDT Structure No. 04457 and the paint identified on the guardrail, sign supports, bearings and expansion joint of MDT Structure 04454 were tested utilizing field X-Ray Fluorescent (XRF) methodology that determined lead was present. MDT Structure No. 04457 guardrail has lead concentrations of 1.8 mg/cm2. MDT Structure No. 04454 has lead concentrations of 1.8 mg/cm2 on the guardrail, 4.3 mg/cm2 on the sign supports, 9.1 mg/cm2 on the bearings and 8.5 mg/cm2 on the expansion joint. Lead can cause serious health effects on workers and the environmental if precautionary measures are not conducted. Bridge end sections of guardrail on Structure No. 04457 are to be salvaged; the remainder of the guardrail is to be disposed of. Elements identified with lead-based paint on MDT Structure No. 04454 will not be impacted by work on this project.

B. Construction Requirements.

1) Review Asbestos and Lead Based Paint Inspection reports and identify lead containing materials to be disturbed during project. Do not remove any paint covering the existing steel structure if not necessary. Salvage steel coated with lead-based paint with the paint left on. Do not allow paint to escape into the environment. Immediately halt work if lead-based paint waste is observed to be entering the environment and re-evaluate work procedures to prevent any release of lead-based paint to the environment.

2) If lead paint is disturbed as necessary for demolition, containerize and dispose of any lead-based paint waste in accordance with applicable regulations, which may include RCRA regulations (40 CFR Parts 266-299). Comply with all storage and transportation requirements.

3) Salvage or recycyle the existing steel structure in accordance with applicable state and federal regulations. Recycling is the preferable method of dealing with metal

components collated with lead paint and the lead expansion plates. A copy of the inspection report is available for the recycler and/or landfill.

C. Contractor Responsibilities.

1) Be familiar with and perform all work in accordance with all applicable standards provided in the Code of Federal Regulations, Title 29 Part 26, including the OSHA Hazard Communication Standard (29 CFR 1926.59), the OSHA Lead Standard (29 CFR 1926.62), and the OSHA Respiratory Standard (29 CFR 1926.134); the Resource Conservation and Recovery Act (40 CFR Parts 266-299), and Administrative Rules of Montana Title 17 Chapter 53. To obtain copies of the Federal regulations, contact the U.S. Governments Printing Office at (202) 783-3238. Questions concerning state regulations or to obtain copies of state regulations, contact the Montana Department of Environmental Quality, Hazardous Waste Program at 406-444-5300.

2) Be entirely responsible for all health and safety requirements for workers when cutting and handling any bridge material coated with lead-based paint.

D. Basis of Payment. Include the costs associated with the requirements of this special provision in the cost of other items.

41. PROTECTION FOR ROOSTING BATS

A. Description. Bats may be utilizing bridge expansion joints as day roosting areas and other substructure locations for night roosting. Disturbance to roosting bats from construction may result in permanent abandonment of important roosting habitat or death to individual bats.

B. Construction Requirements.

1) Conduct substructure work associated with bridge expansion joints between October 15 and April 1, outside of the active season for bats, and when no bats are present; OR

2) Install bat roosting deterrents between October 15 and April 1, outside of the active season for bats, and when no bats are present.

a) Physical exclusion methods may include temporarily filling expansion joints with expanding foam or covering the expansion joints with plywood or other solid material such as a tarp or hard plastic. Do not use mesh netting or bird roosting deterrents.

b) Remove and dispose of all bat roosting deterrents after completion of the work.

3) Coordinate with the Project Manager and Butte District Biologist if you have any questions or require assistance determining if bats are present on the structure.

C. Measurement and Payment. Compliance with this special provision is not measured for payment and is considered incidental to other items of the contract.

42. BRIDGE DECK HYDROMILLING AND CONCRETE OVERLAY

A. Description. Requirements for bridge deck milling and placement of concrete overlays on bridge decks.

B. Construction Requirements. Use hydromilling to reach the mill depth specified in the plans. (Use of mechanical milling to a shallower depth before hydromilling is permissible.) The specified depth is the minimum depth. Due to variable hardness of the existing concrete, expect concrete removal depths to vary. In some locations the rebar may shield the concrete during hydrodemolition and strips of concrete could remain under the bar. These strips of concrete may remain in place where bonded to the concrete and final rebar cover can be achieved, if approved by the Project Manager. Remove scaling corrosion from rebar. Light corrosion, as determined by the Project Manager, may remain.

C. Method of Measurement. Measurement for Concrete – Class Overlay will be by the square yard of accepted bridge deck surface. The estimated volume(s) of overlay concrete shown in the plans is not measured for payment. It was calculated by multiplying the specified overlay depth by the deck area(s) between barriers or curbs and is incidental to the Concrete-Class Overlay item. Concrete incorporated into the overlay in excess of the volume(s) shown in

the plans will be measured for payment by cubic yards. Volumes of concrete within class A and B repair areas are excluded. Measurement for hydromilling is according to 561.04. When the Project Manager directs the contractor to remove strips of concrete remaining under the rebar after hydromilling, this work will be measured for payment under 109.04. except when it is directed to repair contractor-caused damage to the work.

D. Basis of Payment. Payment for all resources used to complete the bridge deck overlay, including the volume of overlay above the specified mill depth, will be made under the pay item Concrete – Class Overlay (SQYD). Concrete incorporated into the overlay below the specified mill depth will be paid for as Concrete – Class Overlay – Fixed, at the actual delivered cost of the materials based on invoices plus 15%. Payment for all concrete incorporated into the overlay will be adjusted by any applicable pay factors. Include the cost of hydromilling, cleaning the deck, and corrosion removal in the unit price bid for Bridge Deck Milling. No additional payment will be made for cleanup and removal of chipping or hydrodemolition debris when removal areas vary from the nominal plan removal depth. When the Project Manager directs the contractor to remove strips of concrete under the rebar, this work will be paid as Miscellaneous Work.

43. ADHESIVE ANCHOR SYSTEM

A. Description. This work includes installing threaded rods or deformed reinforcing bars into hardened concrete. The adhesive anchor system includes all the labor, adhesive materials, and equipment necessary for proper installation.

B. Materials.

1) Use an adhesive anchor system that meets the requirements of AASHTO M 235 / ASTM C881, Type IV.

2) Select an appropriate class for the anticipated installation temperature.

3) Select the appropriate grade for the specified anchor position.

4) Use a system that is specifically developed for use in anchoring and doweling applications.

C. Construction Requirements.

1) Install the adhesive anchor system according to the Manufacturer's Printed Installation Instructions.

2) Drill the anchor holes at the locations shown on the plans. If reinforcing steel is encountered at the plan locations, then relocate the holes to avoid damaging the reinforcing bars.

a) Reinforcing steel that is damaged while drilling anchor holes may require corrective actions.

b) The Project Manager and Design Engineer will determine the severity of the damage and if corrective actions are warranted.

c) Corrective actions that are required due to anchor drilling will be at no additional cost to the state.

3) Submittals. Submit the following documentation for approval:

a) Adhesive anchor product data sheet.

b) Manufacturer's printed installation instructions.

c) Contractor's work plan for installing the adhesive anchors.

D. Method of Measurement. Adhesive anchors will not be measured directly for payment.

E. Basis of Payment. Include all costs associated with Adhesive Anchor System in the bid price for 36 IN SS Concrete Barrier Rail – BR.

44. 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.

45. CLASS GENERAL CONCRETE [551] (ADDED 11-16-23)

The Project Manager may allow “cast in place” placement of Class General Concrete without a formal mix design for items not related to sidewalks, curbs, or gutters. Submit a batch proportioning sheet meeting the requirements for Class General Concrete in accordance with Table 551-2 three calendar days prior to placement. Include all material in the mixture on a cubic yard basis. Class General Concrete will be tested and accepted in accordance with MT 601.

46. REMOVE GUARDRAIL

A. Description. Remove and salvage guardrail end sections in accordance with Section 606 of the Standard Specifications. Stockpile the salvaged material at the local MDT Maintenance Yard.

B. Construction Requirements. Contact and coordinate the salvage and stockpiling of materials with the Project Manager and the Maintenance Chief, Jim Pesanti, 406-494-9628 prior to stockpiling the salvaged materials. MDT Maintenance will designate and mark all guardrail end sections to be salvaged as part of the project. Dispose of all other materials in accordance with Section 202 of the Standard Specifications.

C. Basis of Payment. Remove Guardrail will be measured by the lineal foot. Payment will include all costs for salvaging, transporting, separating, and stockpiling the salvageable material, disposing of the remaining material, as well as the cost of furnishing all materials, tools, and labor necessary and incidental to completing the work described under this item.

47. IMPACT ATTENUATOR – TEMPORARY [606] (REVISED 1-21-21)

A. Description. This work is furnishing, installation, maintenance, and removal of temporary impact attenuator and crash cushion devices when construction activities expose blunt ends, ends of barriers, fixed objects, or other obstacles within the clear zone.

B. Materials. Furnish devices, including required transition sections that meet MASH crash test requirements. Devices meeting NCHRP 350 requirements are acceptable if manufactured before January 1, 2020.

C. Construction Requirements. Submit the manufacturer’s installation instructions and proof of crash test compliance 14 calendar days prior to any work that will require the installation of devices.

Install devices at the locations shown of blunt or exposed ends of barriers or fixed objects in accordance with the manufacturer’s installation instructions. The device must be installed within 12 hours from the time the obstacle is exposed.

Maintain at least one complete set of repair parts on the project at all times to repair or replace attenuators, which may be damaged during construction.

Attach the impact attenuator to the concrete barrier rail or other fixed objects using the manufacturer's approved transition section. Follow all manufacturers’ instructions and guidance during the installation. Furnish and install all transitions, mounting hardware, and other necessary items.

Repair or replace damaged attenuators within 12 hours.

Remove the device within 48 hours of when the obstacle no longer exists. The devices remain the property of the Contractor after completion of the project.

D. Method of Measurement.

1) Temporary impact attenuators are measured for each complete installation shown on the plans. This includes furnishing, installing and the removal of one attenuator, one time.

2) Reset Temporary Impact Attenuator is measured by each and includes the complete reinstallation and removal of a temporary attenuator that was previously installed on the project and was moved to a new location.

Temporary removal/resetting of an attenuator to protect the same obstacle will not be measured for payment.

Removal, replacement, and repair of installations shown on the plans damaged by traffic will be paid in accordance with subsection 109.04. Installations and not shown on plans or the repair or replacement of temporary impact attenuators damaged by the Contractor will not be measured for payment.

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

Pay Item	Pay Unit
Temp Impact Attenuator	Each
Reset Impact Attenuator – Temporary	Each

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

48. CROSSOVER TRAFFIC CONTROL [618] (REVISED 12-7-23)

A. Description. This work is the furnishing, installing, and maintaining of traffic signs, barricades, lights, signals, pavement markings, and other specified traffic control devices on contracts utilizing crossovers.

B. Materials. Furnish materials meeting Subsection 618.02

C. Construction Requirements. Provide traffic control in accordance with Section 618. Furnish a traffic control plan in accordance with Subsection 618.03.2.

1) Traffic Control – Crossover. Construct and sign crossovers as specified in the contract, including plan details and Detailed Drawing 618-30. Remove existing striping and re-stripe and sign for first phase of the cross-over. Upon completion of that phase of work, remove striping and re-stripe and sign for the opposite phase.

2) Traffic Control – Two-Way Traffic. Sign, stripe, and divide traffic between crossovers meeting contract requirements. Furnish and install surfaced mounted hinged flexible guideposts for two-way traffic operation. Install 36-inch tall flexible, self-erecting delineators capable of withstanding numerous impacts from any direction without splitting, breaking, or detaching from the base or the surface to which the base is attached. Replace and reset any flexible delineator incapable of withstanding traffic impacts.

3) Traffic Control. Install traffic control meeting the contract requirements for work not performed while traffic is on crossovers and for additional traffic control or signing not shown on the plans.

Upon completion of all phases of work, apply epoxy traffic paint to all mainline pavement markings in their final configuration. Ensure pavement markings are completed to the satisfaction of the Project Manager.

D. Method of Measurement.

1) Traffic Control – Crossover. Each phase of the crossover is measured as one Traffic Control – Crossover and includes the furnishing, installing, maintaining and removal of traffic control devices, pavement markings, striping, and the replacement of all damaged devices.

2) Traffic Control – Two-Way Traffic. Two-way traffic control is measured by the mile (kilometer) along the double yellow striping and includes the furnishing, installing, maintaining and removal of traffic control devices, pavement markings, striping, and all replacement of damaged devices.

3) Traffic Control. Traffic control required for work performed while traffic is not on crossovers or for additional work not shown in the contract will be measured by the unit used and accepted according to the value shown in the "Traffic Control Rate Schedule."

Epoxy traffic paint will be measured and paid for in accordance with Section 620.

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

Pay Item	Pay Unit
Traffic Control – Crossover	Each
Traffic Control – Two-Way Traffic	Mile (kilometer)
Traffic Control	Unit

49. OPEN MEDIAN CROSSOVER

A. Description. This work is the opening, maintenance, and closure of existing crossovers as specified in the contract for work performed at Structure No. 04457.

B. Materials. Vacant

C. Construction Requirements.

1) Open Median Crossover – Maintain, Close.

a) Remove existing cable guardrail and clean the existing plant mix surface free of gravel and debris. Correct deficiencies in the plant mix surface as directed by the Project Manager prior to opening the crossover to traffic.

b) Sign, stripe, and place traffic control devices necessary for crossover operations as specified in the contract and Detailed Drawings. Maintain crossover in a manner that provides the traveling public with a safe and smooth riding surface. Failure to maintain crossover in a manner that provides the traveling public a safe and smooth riding surface is cause for the Project Manger to stop work until corrective actions take place. All costs associated with delay in the stopped work is solely the Contractor's responsibility.

c) Remove all temporary traffic striping and traffic control devices upon completion of construction activities. Reset cable guardrail across the median crossover to the satisfaction of the Project Manager.

D. Method of Measurement and Basis of Payment. Include all costs to remove existing gravel material, clean the plant mix surface, removal and reset of existing cable guardrail, and maintenance and closure of the crossover in the unit price bid for Crossover – Maintain, Close. Traffic control devices required for crossover maintenance and closure are incidental to the item and not measured for payment.

50. REMOTE TRAFFIC CAMERA

A. Description. A Remote Traffic Camera is installed on the west side of Bridge No. 03194 at Homestake Pass. This work consists of furnishing all materials, equipment, and labor necessary to coordinate with MDT and remove and replace the Remote Traffic Camera and any necessary equipment and attachment hardware required to complete the rehabilitation of bridge.

B. Construction Requirements.

1) Identify the exact location of the traffic camera and associated equipment and attachment hardware. Contact Communications Bureau Chief at the number listed below a minimum of two weeks prior to beginning any work in this area. The system will be disconnected by the Divisional office Communications Technician as needed before any work begins.

a) For more information, contact Phill Balsley, Communications Bureau Chief, 2701 Prospect Avenue, P.O. Box 201001, Helena, MT 59620, Phone: (406) 444-6305, E-mail: pbalsley@mt.gov.

2) Coordinate construction activities with MDT Communications Bureau personnel to keep them informed of project schedule and when the traffic camera will be reinstalled.

3) Do not disturb the Weather Monitoring Station Tower on the southwest corner of the bridge approach.

4) The Contractor is responsible for any damage to the traffic camera, associated equipment and attachment hardware.

C. Measurement and Payment. Measurement for the above-described work is not measured for payment and will be incidental to cost of other items.

51. RESET SIGNS AND DELINEATORS

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

B. Construction. Reset signs and delineators that are in conflict with bridge work within the project limits as required to accommodate the work. Repair the damage to these items resulting from construction operations to the satisfaction of the Project Manager.

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

52. TRAFFIC ACTUATED TEMPORARY SIGNALS [618] (REVISED 8-10-23M)

A. General. This project requires Type I level of service.

1) Type I. Furnish computer controlled, traffic actuated temporary signals that utilize motion detection and video to optimize traffic operations during construction. Utilize multiple signals as necessary that work as a system to control traffic.

2) Type II. Include a remote operator that watches the live video streaming from the signal to determine signal phasing and adjusts timing to respond to variations in traffic.

Optimize signal timing at each location.

B. Maintenance of Traffic. Provide two signals to facilitate alternating one-way traffic during each phase of construction at each structure.

If the use of temporary signals is proposed or becomes necessary at other intersections throughout the project, utilize signals meeting the requirements of this provision.

C. Method of Measurement. Traffic actuated temporary signals will be paid by Lump Sum.

D. Basis of Payment. Traffic actuated temporary signals will be paid by Lump Sum.

The use of pilot car(s) and/or flagger(s) used in conjunction with the signals is at the Project Manager's discretion and will be measured and paid for in accordance with Section 618.

53. TEMPORARY BARRIER RAIL [618] (REVISED 7-15-21)

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

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

C. Construction Requirements. Furnish, install, maintain, and remove temporary barrier as required by the contract or manufacturer's instructions. Terminate the ends of temporary concrete barrier with a temporary impact attenuator or with approved blunt end

protection as stated in the contract. Blunt end protection not shown on the plans is at Contractor expense.

Place 3" x 4" retroreflective markers every 10' on the top of the temporary rail. Chip Seal tabs and raised rigid pavement markers are prohibited. Ensure reflective markers are in place on existing barrier rail and/or guardrail adjacent to temporary rail.

D. Method of Measurement. Temporary barrier rail will be measured by the foot (m) of barrier placed to protect or channelize traffic as specified in the plans. Transition pieces and terminal ends will be measured for payment. Installation or resetting of barrier rail; required by the Contractor's operations and not shown on plans or the repair or replacement of temporary barrier rail damaged by the Contractor will not be measured for payment. Removal and replacement of installations damaged by traffic will be measured for payment.

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

Pay Item	Pay Unit
Temp Barrier Rail	Foot (m)
Reset Temp Barrier Rail	Foot (m)

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

54. 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.

55. REVEGETATION

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

B. Materials. Furnish the following seed mix. Use substitute species only if the recommended species is not available and substitution is approved by MDT's reclamation specialist.

Reclamation Seed Mixture			Broadcast Seeding Rate		
Scientific Name	Common Name	Variety	PLS / sq. ft.	% of Mix	Pounds PLS/ acre
Elymus lanceolatus spp. lanceolatus	Streambank wheatgrass	Sodar	14	11	4.0
Elymus lanceolatus spp. riparium	Thickspike wheatgrass	Critana	14	11	4.0
Poa secunda	Canby bluegrass	Canbar	21	17	1.0
Achnatherum hymenoides	Indian ricegrass	Rimrock	11	9	2.0
Sporobolus cryptandrus	Sand dropseed	VNS	65	52	0.5
		GRAND TOTAL	125	100	11.5

C. Construction Requirements.

1) Salvage available topsoil prior to ground disturbance. Immediately following topsoil replacement, broadcast seed with the seed mix and equivalent rates.

2) Following broadcast seeding, scarify the areas to incorporate the seed into the upper ¼ to ½ inch of soil.

D. Basis of Payment. Topsoil salvage, replacement, and reseeding are paid for as Revegetation at the Contract unit price per lump sum.

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.

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.10-23-2023] ..... 14 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. 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. 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.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

"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 October 23, 2023

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.

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.