CONTRACT NO. 06624

Backsfed.020124

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION
BID PACKAGE

Sealed bids for construction of this project will be received by the Montana Department of Transportation, Construction Contracting Bureau, Room 101, 2701 Prospect, Helena, Montana until 9:00 a.m. on June 27, 2024. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

IM 90-6(151)319	Bozeman Hill – East
HSIP 90-6(175)289	SF 229 D2 I-90 Striping 6 IN

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 #06624
AWARDED ON: JULY 9, 2024
TO: CK MAY EXCAVATING, INC.

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Christopher Dorrington
Director of Transportation

Contract No.06624
EM/EC:ST:9467000AWD

CURRENT QUESTIONS & ANSWERS

201 - BOZEMAN HILL - EAST, SF229 D2 I-90 STRIPING 6 IN - June 27, 2024

Notifications

No Notices available for this project.

Amendments

No Amendments available for this project.

Clarifications

No Clarifications available for this project.

Questions

-1-

Submitted: Friday 31-MAY-2024 02:24 PM
Company: CK MAY EXCAVATING INC
Contact: Josh McKenzie
1.) The plans call out the Stripe Grooving quantity of 225,380 LNFT and the bid quantity calls out 932,123 LNFT. Can you please clarify. 2.) Does MDT have any geotechnical report, bore logs, or rock classification for the rock outcrop that can be provided?
Answer
Submitted: Thursday 06-JUN-2024 03:59 PM
1.) The bid quantity for Stripe Grooving is confirmed at 932,123 LNFT. Please refer to Special Provision 35. Contract Quantities in addition to the plans for total bid quantities.
2.) 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: **GEOTECH REPORT**

-2-

Submitted: Tuesday 11-JUN-2024 01:32 PM
Company: Riverside Contracting, Inc.
Contact: Dwayne K Rehbein
Will MDT change this project to a Flex NTP of January 1, 2025? The current NTP is difficult do to with existing schedules and workloads.
Answer
Submitted: Wednesday 19-JUN-2024 08:46 AM
The NTP is hereby changed to a Flex NTP of November 16, 2024.
Special Provision 2. Contract Time is hereby replaced with the following special provision:
CONTRACT TIME-FLEX TIME PROCEED DATE **(See end of Q&A)**
UPDATED: 20-JUN-2024 03:30 PM
Special Provision 3. Expedited Notice to Proceed is hereby rescinded.
Special Provision 19. Railroad Coordination and Flagging is hereby replaced with the following Special Provision: **RR COORDINATION AND FLAGGING** **(See end of Q&A)**

CURRENT QUESTIONS & ANSWERS

-3-
Submitted: Wednesday 12-JUN-2024 05:02 PM
Company: Riverside Contracting, Inc.
Contact: Dwayne K Rehbein
Please post the projected EPM for the State of Montana.
Answer
Submitted: Wednesday 19-JUN-2024 12:47 PM
The EPM for this project has not yet been determined.

-4-
Submitted: Monday 17-JUN-2024 10:46 AM
Company: CK MAY EXCAVATING INC
Contact: Josh McKenzie
SP 19. states the railroad flagging contract can take between 8-12 weeks for completion. This puts the start of rock work at mid September or October. Can a Flex NTP be added to the project or an additional 60 days added to give the contractor the ability to complete some portion of the project this year and still have time for work next year depending on the variables of the railroad flagging and weather on the Bozeman Hill.
Answer
Submitted: Monday 24-JUN-2024 08:01 AM
Please see the response to Question #2.

-5-
Submitted: Tuesday 18-JUN-2024 11:40 AM
Company: CK MAY EXCAVATING INC
Contact: Josh McKenzie
Will the blasting subcontractor be required to be on the Prequalified List with only one blasting contractor and one supplier on the MDT Prequalified list as of 6.18.24?
Answer
Submitted: Wednesday 19-JUN-2024 08:30 AM
Yes, the blasting subcontractor will be required to be on MDT’s Prequalified Blasting Contractor List at the time the work is performed.

-6-
Submitted: Tuesday 18-JUN-2024 11:46 AM
Company: Four Beers Inc. dba Stillwater Excavating
Contact: Greg Russell
Can the West Bound Driving Lane in the rock excavation area be closed to allow room for a debris catchment berm? Does the State have a spec. or minimum requirements for a catchment berm. Could more project time be added to allow for the rock excavation and cleanup activities?
Answer
Submitted: Thursday 20-JUN-2024 08:41 AM
Detail sheet 20 provides the detail for the driving lane closure in the rock excavation area. MDT does not have a specification of minimum requirements for a catchment berm. No additional contract time will be added for excavation and cleanup. Any damage to the roadway will be repaired at the contractor’s expense.

-7-
Submitted: Tuesday 18-JUN-2024 01:08 PM
Company: Vaisala
Contact: Adam Goldie
Under REMOTE WEATHER MONITORING SYSTEM [IM 90-6(151)319] The specs on section 41 page 24 state an existing precipitation sensor. We pulled up pictures from Google Earth but can't seem to determine what model the precipitation sensor is. Can you tell us the precipitation sensor model? Can you confirm the camera is an Axis PTZ? The specs state a fixed camera (section 41 page 24 to page 25), but upon review of the site, it looks to be an Axis PTZ camera.

CURRENT QUESTIONS & ANSWERS

REMOTE WEATHER MONITORING SYSTEM [IM 90-6(151)319] A. Description. An existing Remote Weather Information System (RWIS) is located at approximately I-90 westbound RP 321.2, and includes roadway surface sensors, a subsurface probe, conduits, pull boxes, cable, RPU, tower, tower foundation, windspeed/ direction sensor, precipitation sensor, temperature/relative humidity sensor, fixed camera, and 120/240v AC electrical service. This project will abandon in place the existing surface sensor and its cable, replace it with one (1) new surface sensor in the roadway at approximately the same location, and upgrade the existing RPU to interface with the new surface sensor.

Answer

Submitted: Tuesday 25-JUN-2024 08:57 AM

The existing RWIS at approximately westbound RP 321.2 does not have a precipitation sensor and has a PTZ camera manufactured by Axis. Special Provision 41. Remote Weather Monitoring System is hereby replaced with the following special provision: **REMOTE WEATHER MONITORING SYSTEM** **(See end of Q&A)**

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

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

B. Notice to Proceed. The notice to proceed will be issued with an effective date of November 16, 2024. The Contractor may change the notice to proceed date to an earlier date if written notification is received at least ten calendar days in advance of the date selected and the selected date is approved by the Project Manager. Include an updated schedule with the notification.

C. Contract Time. Contract time assessment will begin on the notice to proceed date issued by the Department or as changed by the Contractor, whichever is earlier. Work is to be completed in 80 working days.

1. RAILROAD COORDINATION AND FLAGGING [107] (REVISED 01-11-24 M)

Schedule work and coordinate flagging requirements as set forth by a separate agreement between the corresponding railroad and the contractor. The Department will reimburse the Contractor for railroad flagging and inspection required in accordance with Subsection 107.07. Submit flagging and inspection invoices to the Department's Project Manager for review. Flagging and inspection charges incurred due to the Contractor's failure to provide the necessary notice to the railroad and the Department, will be at no cost to the Department.

The agreement can be accessed online at https://bnsf.railpermitting.com. There will be additional fees associated with this process. The Department will pay for the approved processing fee. Begin this process upon receipt of Notice of Award as it may take 8 to 12 weeks to complete the process. The Contractor may choose to pay the Rush Fee; however, the Department will only pay regular processing fees. If you need assistance or have questions, contact Melissa Woodruff at (817) 352-1048 or email melissa.woodruff@am.jll.com.

Railroad Information:	
RR DOT#	060035P (nearest DOT)
RR Mile Post	132.32
RR Subdivision	2nd Subdivision
RR Line Segment	Laurel to Helena
Cost of Work on RR RW	1,000,000

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

Prior to entering or beginning work within railroad right-of-way, the completed railroad Agreement and the associated insurance certificates must be submitted to the Construction Engineering Services Bureau in Helena. Email documents to mdtcontractadminsec@mt.gov. Failure to provide this documentation can result in contractor work operations within railroad right-of-way being shut down until they have been received.

SPECIAL PROVISIONS

1. REMOTE WEATHER MONITORING SYSTEM

A. Description. An existing Remote Weather Information System (RWIS) is located at approximately I-90 westbound RP 321.2, and includes roadway surface sensors, a subsurface probe, conduits, pull boxes, cable, RPU, tower, tower foundation, wind-speed/direction sensor, temperature/relative humidity sensor, PTZ multi-image camera, and 120/240v AC electrical service. This project will abandon in place the existing surface sensor and its cable, and replace it with one (1) new surface sensor in the roadway at approximately the same location.

B. Construction Requirements. Contact the Communications Bureau Chief at 406-444-6305 a minimum of two weeks prior to beginning any construction activities near the location of the existing RWIS site. The Communications Bureau will assist in determining the exact location of the existing surface sensor to be abandoned in place; ensure it has been disconnected at the RPU prior to any construction activities; and help to determine the final location of the replacement surface sensor. The existing RWIS tower, RPU, and all peripheral equipment associated with the existing RWIS station are to remain in place and in service during the entire construction project.

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

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 06624

PROJECT: IM 90-6(151)319 9467151000 BOZEMAN HILL - EAST
HSIP 90-6(175)289 10429175000 SF229 D2 I-90 STRIPING 6IN

SECTION: 0001 - MINOR REHAB & SAFETY IMPROVEMENTS

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0010	104030010	MISCELLANEOUS WORK	UNIT	40,000.00
0020	108000010	STRUCTURE ANALYSIS	LS	1.00
0030	109200005	MOBILIZATION	LS	1.00
0040	203020100	EXCAVATION-UNCLASSIFIED	CUYD	43,201.00
0050	204010185	BLASTING CONSULTANT	LS	1.00
0060	208010005	PAR BMP ADMINISTRATION-LS	LS	1.00
0070	208010150	TEMPORARY EROSION CONTROL-LS	LS	1.00
0080	208010200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0090	210020170	TEST TRAILER-TRANSPORT,SETUP	MILE	60.00
0100	301020340	CRUSHED AGGREGATE COURSE	CUYD	205.00
0110	401020045	PLANT MIX SURF-3/4 IN	TON	34,526.00
0120	401020300	HYDRATED LIME	TON	483.00
0130	402020095	ASPHALT CEMENT PG 70-28	TON	1,867.70
0140	402020315	EMULSIFIED ASPHALT-TACK COAT	GAL	22,989.00
0150	402020375	EMULSIFIED ASPHALT CHFRS-2P	TON	947.50
0160	403010235	PMS JOINT SEALING	SQYD	2,165.00
0170	403010255	CRACK SEALING	LB	2,160.00
0180	403010257	CRACK FILLING-MASTIC	LB	173,594.00
0190	409000000	FINAL SWEEP AND BROOM	CRMI	26.00
0200	409000020	COVER-TYPE 2	SQYD	532,406.00
0210	411010000	COLD MILLING	SQYD	213,741.00
0220	411011135	RUMBLE STRIPS	MILE	42.00
0230	552010160	BRIDGE DECK CRACK SEAL	SQYD	1,862.90
0240	562000020	CLASS A BRIDGE DECK REPAIR	SQYD	8.50
0250	562000030	CLASS B BRIDGE DECK REPAIR	SQYD	5.00
0260	605000045	REVISE CONC BARRIER RAIL END-BR	EACH	8.00
0270	606010330	MGS GUARDRAIL	LNFT	2,850.00
0280	606010335	MASH W-BEAM TERMINAL SECTION	EACH	8.00
0290	606010342	MASH THRIE BEAM BR APPRCH SECTION	EACH	6.00
0300	606010345	MGS ONE-WAY DEPARTURE TERMINAL	EACH	6.00

SECTION: 0001 - MINOR REHAB & SAFETY IMPROVEMENTS

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0310	606010350	RAISE GUARDRAIL	LNFT	19,084.10
0320	606010385	REMOVE GUARDRAIL	LNFT	3,450.00
0330	606011288	RESET BRIDGE APPROACH SECTION	EACH	16.00
0340	606011300	RESET OPTIONAL TERMINAL SECT	EACH	14.00
0350	606011503	RESET TEMP IMPACT ATTENUATOR	EACH	4.00
0360	606011504	RESET ONE-WAY DEPART TERM SECT	EACH	14.00
0370	606011518	TEMPORARY IMPACT ATTENUATOR	EACH	5.00
0380	609010010	CURB-CONCRETE	LNFT	100.00
0390	610100490	TURF REINF MAT-NATURAL FIBER	SQYD	43.00
0400	610100559	REVEGETATION	LS	1.00
0410	611010022	CATTLE GUARD 20 FT-HEAVY DUTY	EACH	2.00
0420	611010025	CATTLE GUARD 24 FT-HEAVY DUTY	EACH	2.00
0430	611010200	REMOVE CATTLE GUARD	EACH	6.00
0440	613100030	RIPRAP-CLASS 1 RANDOM	CUYD	3.00
0450	617000110	REVISE WEATHER MONITORING SYSTEM	LS	1.00
0460	618030005	TRAFFIC CONTROL DEVICES CB	UNIT	1,000,000.0
0470	618030215	WIDE LOAD MARSHALLING	LS	1.00
0480	618100000	SINGLE USE SIGNS	SQFT	292.00
0490	618100005	PORTABLE VARIABLE MESSAGE SIGN	EACH	2.00
0500	618190100	TEMPORARY BARRIER RAIL	LNFT	2,970.00
0510	618190110	RESET TEMP BARRIER RAIL	LNFT	2,040.00
0520	619010062	SIGNS-ALUM SHEET INCR XI	SQFT	1,844.30
0530	619010090	SIGNS-ALUM REFL SHEET XI	SQFT	1,271.50
0540	619010230	REMOVE SIGN	EACH	112.00
0550	619010240	REMOVE SIGN-GUIDE	EACH	43.00
0560	619010300	POSTS-TUBULAR STEEL	LB	2,136.00
0570	619010310	POSTS-STEEL U SIGN	LB	872.00
0580	619010320	POSTS-STEEL STRUCTURAL SIGN	LB	3,022.00
0590	619010480	POLES-TREATED WOOD 4 IN	LNFT	52.00
0600	619010490	POLES-TREATED WOOD 5 IN	LNFT	354.00
0610	619010722	FRANG SIGN POST BKWY-S4 X 7.7	EACH	14.00
0620	619010724	FRANG SIGN POST BKWY-S5 X 10	EACH	4.00
0630	619010730	FRANG SIGN POST BKWY-W8 X 18	EACH	3.00
0640	619010742	FRANG SIGN POST BKWY-3.5 IN RD	EACH	16.00
0650	619010744	FRANG SIGN POST BKWY-4 IN RD	EACH	1.00
0660	619010815	PANEL DELINEATOR DESIGN D	EACH	8.00

SECTION: 0001 - MINOR REHAB & SAFETY IMPROVEMENTS

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0670	619010825	PANEL DELINEATOR DESIGN G	EACH	71.00
0680	619010830	PANEL DELINEATOR DESIGN H	EACH	303.00
0690	619011001	DELINEATOR SNOWPOLE-DES A	EACH	180.00
0700	619011090	DELINEATOR TYPE 1	EACH	745.00
0710	620010301	CURB MARKING-YELLOW EPOXY	GAL	51.00
0720	620011105	WORDS AND SYMBOLS-WHITE PAINT	GAL	6.00
0730	620011260	WORDS AND SYMBOLS-WHITE EPOXY	GAL	59.00
0740	620012955	TEMPORARY STRIPING	LNFT	116,272.00
0750	620013000	STRIPING-WHITE PAINT	GAL	558.00
0760	620013960	STRIPING-WHITE EPOXY	GAL	3,657.00
0770	620013970	STRIPE GROOVING	LNFT	932,123.00
0780	620014000	STRIPING-YELLOW PAINT	GAL	807.00
0790	620014960	STRIPING-YELLOW EPOXY	GAL	3,220.00

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Nondiscrimination Notice
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SECTION III
Standard Provisions & Requirements

SPECIAL PROVISIONS

FEDERAL AID PROJECT NO(S). IM 90-6(151)319 & HSIP 90-6(175)289

(REVISED 6-27-24)

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-5-1.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-062724-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]

IM 90-6(151)319: Mill and overlay, seal and cover, guardrail, grading, bridge rehabilitation, rumble strips, pavement markings, delineation, and signing on the Bozeman Hill - East project located in Gallatin and Park counties. The project begins at Jackson Creek Road Exit 319 and extends approximately 11.0 miles east along Interstate 90, ending west of Livingston Exit 330.

HSIP 90-6(175)289: Installation of 6-inch inlaid edge lines and restriping the 4-inch center broken lines on the SF229 D2 I-90 Striping 6 IN project located in Gallatin and Park Counties. The project is located along I-90 from RP 289.0 to RP 307.4, RP 311.0 to 319.7, and RP 330.6 to RP 338.0

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

~~The work begins on the effective date stated in the Notice to Proceed (NTP) and is to be completed in 80 Working Days. The NTP will be issued with an effective date of July 22, 2024.~~

~~3.~~ ~~EXPEDITED NOTICE TO PROCEED [108] (REVISED 11-3-11)~~

~~This project will have an expedited Notice to Proceed. The awarded Contractor is required to submit the completed performance and material bonds, and insurance certificates five calendar days after the project is awarded, with the day after the award counting as the first day. The Notice to Proceed will be issued with an effective date set approximately ten days after the award date~~.

4. 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.

5. CONTRACT DOCUMENTS [102] (REVISED 3-7-24)

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 3-7-24)
2) Traffic Control Rate Schedule (Revised 3-9-23)
3) Erosion Control Rates

6. 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.

7. 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.

8. 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 10.7% DBE usage. Although not a contract requirement, the Department believes that the aspirational goal can realistically be achieved through race neutral measures based on current availability of DBEs and standard competitive procurement processes. While the utilization is not mandatory to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Montana's DBE Program.

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

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

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

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

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

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

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

10. 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.

11. NEW SUBCONTRACTORS [102] (ADDED 4-04-24)

The contract amount will be increased by a maximum of $10,000 via change order if the Prime Contractor uses a DBE or SBE certified firm that has not worked on a federal-aid MDT contract in the past three years. The incentive amount will be applied in accordance with the following table.

Subcontract Amount	Added Contract Amount
≤ $15,000	$1,000
$15,001-$50,000	$2,500
$50,001-$100,000	$5,000
≥ $100,000	$7,500

Note: The table is representative for one subcontract.

Payment will be made once the subcontract has been fully executed and will be paid under the bid item NEW DBE-SBE INCENTIVE.

12. SMALL BUSINESS ENTERPRISE (SBE) GOAL [102] (REVISED 6-6-24)

The Contractor must achieve at least 0.1% SBE participation through subcontracts for this contract. An on-line SBE Directory is available at: https://app.mdt.mt.gov/ess-dbe/ .

Use the AASHTOWare EBS to submit the SBE participation. SBE participation is entered on the "DBE/SBE" List" Tab in AASHTOWare Project Bids. If the contract does not have a project-specific goal, zero percent (0.00%) will be displayed in the "Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Requirements" Tab in AASHTOWare Project Bids.

Download the most recent SBE bin file and complete the SBE commitments in the EBS file. SBE companies approved after the project advertisement will not be listed in the advertised AASHTOWare Project Bids DBE.bin file. Submit requests for the Department to post an updated dbe.bin file in the Q & A Forum 7 calendar days prior to the bid opening if required to include SBE's added after advertisement.

The bid may be considered non-responsive if the bid does not contain SBE participation in the electronic bid submission. Inclusion of SBE participation in the Subcontractor Report and not in the electronic bid submission does not meet the requirements of this provision.

Do not terminate, replace, or perform work of the SBE firm selected without prior written approval from the Project Manager.

13. SMALL BUSINESS ENTERPRISES REQUIREMENTS [102] (ADDED 5-16-24)

Rescind "DBE requirements" and replace with "DBE and SBE requirements" within the following subsections:

1) 102.02 Contents of Bid Package.
2) 102.07 Bidding Requirements.
3) 102.08J Rejection of Bid Proposal.

14. 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.

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

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

16. STEEL PRICE ADJUSTMENT [106] (REVISED 2-22-24)

In accordance with Subsection 106.09.1, the base price per pound of steel for this contract is: $0.95.

17. 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.

18. 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.

~~19. RAILROAD COORDINATION AND FLAGGING [107] (REVISED 01-11-24 M) [IM 90-6(151)319]~~

~~Schedule work and coordinate flagging requirements as set forth by a separate agreement between the corresponding railroad and the contractor. The Department will reimburse the Contractor for railroad flagging and inspection required in accordance with Subsection 107.07. Submit flagging and inspection invoices to the Department's Project Manager for review. Flagging and inspection charges incurred due to the Contractor's failure to provide the necessary notice to the railroad and the Department will be at no cost to the Department.~~

~~The agreement can be accessed online at https://bnsf.railpermitting.com. There will be additional fees associated with this process. The Department will pay for the approved processing fee. Begin this process upon receipt of Notice of Award as it may take 8 to 12 weeks to complete the process. The Contractor will pay the Rush Fee for this project and the Department will reimburse the contractor for the Rush Fee. If you need assistance or have questions, contact Melissa Woodruff at (817) 352-1048 or email melissa.woodruff@am.jll.com.~~

~~Railroad Information:~~	
~~RR DOT#~~	~~060035P (nearest DOT)~~
~~RR Mile Post~~	~~132.32~~
~~RR Subdivision~~	~~2nd Subdivision~~
~~RR Line Segment~~	~~Laurel to Helena~~
~~Cost of Work on RR RW~~	~~1,000,000~~

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

~~Prior to entering or beginning work within railroad right-of-way, the completed railroad Agreement and the associated insurance certificates must be submitted to the Construction Engineering Services Bureau in Helena. Email documents to mdtcontractadminsec@mt.gov. Failure to provide this documentation can result in contractor work operations within railroad right-of-way being shut down until they have been received~~.

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

The following consultants performed work on the project.

- Sanderson Stewart
- DOWL

21. 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.

22. ENVIRONMENTAL SPECIFICATIONS [208] (ADDED 9-9-21M) [IM 90-6(151)319]

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 – Structure Maintenance	Subsection 208.03.4A(3)
Work in Bear Habitat	Subsection 208.03.4E

23. ENVIRONMENTAL SPECIFICATIONS [208] (ADDED 9-9-21M) [HSIP 90-6(175)289]

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

Aquatic Resource Protection	Subsection 208.03.2A
Work in Bear Habitat	Subsection 208.03.4E

24. 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 City of Bozeman Public Works, PO Box 1230, 20 E Olive, Bozeman, MT, 59771, phone 406-582-2270 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.

25. 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.

26. PROTECTION OF AQUATIC RESOURCES [208] [IM 90-6(151)319]

A. Description. Aquatic resources are protected under federal, state, and tribal laws and regulations including but not limited to the Clean Water Act and the Stream Protection Act. The following approximate location(s) have been identified as apparent aquatic resources in the project limits:

1) RP 319.08 – unnamed drainage crossing
2) RP 319.43 – Timberline Creek crossing, wetlands
3) RP 320.05 – unnamed drainage crossing
4) RP 320.17 – unnamed drainage crossing
5) RP 320.05 to RP 320.40 south side – unnamed drainage, wetlands
6) RP 320.69 – unnamed drainage crossing
7) RP 321.79 – Quinn Creek crossing
8) RP 322.23 – unnamed drainage crossing
9) RP 322.40 – unnamed drainage crossing
10) RP 322.69 – unnamed drainage crossing
11) RP 323.63 to RP 323.70 north side – unnamed drainage
12) RP 324.00 – unnamed drainage crossing
13) RP 324.27 – unnamed drainage crossing
14) RP 324.51 – Flynn Creek crossing, wetlands
15) RP 324.49 to RP 324.53 west bound on-ramp, north side – Flynn Creek crossing, wetlands
16) RP 324.54 to RP 324.60 east bound off-ramp, north side – Flynn Creek crossing, wetlands
17) RP 325.19 – unnamed drainage crossing
18) RP 325.64 west-bound – unnamed drainage crossing
19) RP 325.66 to RP 325.72 east-bound – unnamed drainage crossing
20) RP 325.81 west-bound – unnamed drainage crossing
21) RP 326.20 – unnamed drainage crossing
22) RP 326.34 – unnamed drainage crossing
23) RP 326.54 to RP 326.61 west bound, north side – unnamed drainage crossing, wetlands
24) RP 326.64 west-bound – unnamed drainage crossing
25) RP 326.79 east-bound – unnamed drainage crossing
26) RP 326.93 west-bound – unnamed drainage crossing
27) RP 326.79 to RP 327.00 east-bound, north side – wetlands
28) RP 327.00 east-bound – unnamed drainage crossing
29) RP 327.17 west-bound – unnamed drainage crossing
30) RP 327.29 west-bound – unnamed drainage crossing
31) RP 327.53 west-bound – unnamed drainage crossing
32) RP 327.92 east-bound – Area Creek crossing, wetlands
33) RP 327.96 west-bound – Area Creek crossing, wetlands
34) RP 327.49 to RP 327.62 east-bound, north side – unnamed drainage crossing, wetlands
35) RP 328.22 east-bound – unnamed drainage crossing
36) RP 328.35 west-bound – unnamed drainage crossing
37) RP 328.38 east-bound – unnamed drainage crossing
38) RP 328.70 east-bound – unnamed drainage crossing
39) RP 328.86 west-bound – unnamed drainage crossing
40) RP 328.90 west-bound – unnamed drainage crossing
41) RP 329.11 east-bound – unnamed drainage crossing
42) RP 329.15 west-bound – unnamed drainage crossing

43) RP 329.50 west-bound – unnamed drainage crossing
44) RP 329.58 west-bound – unnamed drainage crossing
45) RP 329.67 – unnamed drainage crossing
46) RP 329.96 – unnamed drainage crossing
47) RP 329.95 – unnamed drainage crossing
48) RP 330.08 – unnamed drainage crossing

Additional aquatic resources may be present within the project limits. Coordinate with the Project Manager to identify these areas in the field.

B. Construction. Materials are prohibited from placement in aquatic resources. Impacts to aquatic resources resulting from project activities have not been permitted or authorized. Impacts to these areas and associated consequences are the responsibility of the Contractor.

1) Conduct work in a manner that avoids impacts to aquatic resources in accordance with Subsection 208.03.2. Prevent all material from entering aquatic resources.

2) Submit a plan to the Project Manager and DEES detailing the BMPs or alternate methods proposed for each location a minimum of 10 business days prior to start of work. Modification(s) to the Contractor's aquatic resource protection plan or BMPs requires approval from the Project Manager.

3) Implement BMPs to prevent placement of materials in aquatic resources. BMPs may include:

a) A stable physical barrier that prevents 100% of material from entering aquatic resource areas.

b) Modified sweeping and brooming methods.

c) Pickup and dispose of millings and/or chips. Millings must be treated as a solid waste.

4) Remove and dispose of any physical BMPs upon completion of the project work.

C. Measurement. Work and materials to protect aquatic resources is measured by the lump sum.

D. Basis of Payment. Include the costs to perform, install, maintain, and remove BMPs associated with work described in this special provision in the contract unit price for PAR BMP ADMINISTRATION – Lump Sum. Payment for the lump sum item will be in accordance with Table 208-2 of the Standard Specifications.

27. PROTECTION OF AQUATIC RESOURCES [208] [HSIP 90-6(175)289]

A. Description. Aquatic resources are protected under federal, state, and tribal laws and regulations including but not limited to the Clean Water Act and the Stream Protection Act. The following approximate location(s) have been identified as apparent aquatic resources in the project limits:

1) RP 290.96 eastbound [EB] shoulder [white] edge stripe: wetland
2) RP 292.44 westbound [WB] shoulder edge stripe: wetland
3) RP 292.50 – RP 292.58 EB shoulder edge stripe: wetland
4) RP 293.80 – RP 293.83 EB shoulder edge stripe: wetland
5) RP 300.51 WB shoulder edge stripe: Dry Creek crossing
6) RP 301.05 – RP 301.07 EB and WB shoulder edge stripe: Hyalite Creek crossing
7) RP 303.90 – RP 303.96 WB shoulder edge stripe: wetland
8) RP 303.95 – RP 303.96 EB shoulder edge stripe: wetland
9) RP 304.08 EB and WB median [yellow] and shoulder edge stripes: unnamed drainage crossing
10) RP 304.49 EB and WB median and shoulder edge stripes: unnamed drainage crossing
11) RP 304.80 EB and WB median and shoulder edge stripes: unnamed drainage crossing

12) RP 304.98 EB and WB median edge stripes: unnamed drainage crossing

13) Exit 305 EB off-ramp shoulder edge stripe, 0.05mi – 0.11mi measured from start of ramp striping: wetland

14) RP 306.59 EB and WB median edge stripes: unnamed drainage crossing

15) RP 312.81 EB shoulder edge stripe: Bear Creek crossing

16) Exit 313 WB off-ramp shoulder edge stripe, 0.02mi – 0.04mi measured from start of ramp striping: wetland

17) RP 314.96 EB shoulder edge stripe: Rocky Creek crossing

18) Exit 316 EB off-ramp shoulder edge stripe, 0.04mi – 0.12mi measured from start of ramp striping: wetland

19) Exit 316 EB off-ramp median edge stripe, 0.10mi – 0.12mi measured from start of ramp striping: wetland

20) RP 316.31 EB shoulder edge stripe: unnamed drainage crossing

21) Exit 319 EB on-ramp shoulder edge stripe, 0.01mi measured from start of ramp striping: unnamed drainage crossing

22) RP 333.68 – RP 333.80 WB shoulder edge stripe: wetland

Additional aquatic resources may be present within the project limits. Coordinate with the Project Manager to identify these areas in the field.

B. Construction. Materials are prohibited from placement in aquatic resources. Impacts to aquatic resources resulting from project activities have not been permitted or authorized. Impacts to these areas and associated consequences are the responsibility of the Contractor.

1) Conduct work in a manner that avoids impacts to aquatic resources in accordance with Subsection 208.03.2. Prevent all material from entering aquatic resources.

2) Submit an Aquatic Resource Protection Plan to the Project Manager and DEES detailing the BMPs or alternate methods proposed for each location a minimum of 10 business days prior to start of work. Modification(s) to the Contractor's aquatic resource protection plan or BMPs requires approval from the Project Manager.

3) Implement BMPs to prevent placement of materials in aquatic resources. BMPs may include:

a) A stable physical barrier that prevents 100% of material from entering aquatic resource areas.

b) Modified sweeping and brooming methods.

c) Pickup and dispose of millings. Millings must be treated as a solid waste.

4) Remove and dispose of any physical BMPs upon completion of the project work.

C. Measurement and Payment. Work described in this provision is not measured for payment. All costs associated with this provision are incidental to performance of the work. Include the cost in the cost of other items.

28. FEDERALLY LISTED SPECIES CONSERVATION – RIPPING OR BLASTING [IM 90-6(151)319]

A. Description. Large mammals and other wildlife, including federally protected threatened and endangered species, may occur in the project area as they move between suitable habitats.

B. Construction.

1) If you observe any threatened or endangered species (e.g., grizzly bear, lynx, wolverine), or other wildlife that may be affected by construction activities, notify the Project Manager for coordination with the District Biologist at (406) 444-9205 prior to continuing work so that conservation recommendations can be implemented as necessary.

2) If blasting, provide warning signals meeting Subsection 204.03.5C. Begin wildlife clearance measures one-half hour prior to the blast.

3) Report any wildlife mortality observed or reported within the project area during construction to the Project Manager immediately. The Project Manager will arrange to dispose of the carcasses and report any instance of wildlife mortality to the District Biologist at (406) 444-9205. Additional conservation measures may be implemented as necessary.

4) Conduct project-related activities outside of construction limits in accordance with the requirements above and Subsection 208.03.4(E).

If you need further guidance regarding these requirements, please contact the Project Manager for coordination with the District Biologist.

C. Method of Measurement and Basis of Payment. Work described in this provision is not measured for payment. All costs associated with this provision are incidental to performance of the work. Include the cost in the unit price bid for Unclassified Excavation.

29. SEQUENCE OF OPERATIONS [IM 90-6(151)319]

A. Description. This work is the staging of construction operations to complete activities in accordance with the construction and timing requirements.

B. Materials. Vacant.

C. Construction Requirements.

1) Complete operations in compliance with the Migratory Bird Treaty Act Compliance – Structures in Section 208.

2) Complete RP 320.8 rock outcrop removal before adjacent pavement operations.

3) Cattle guard removal or replacement and ramp pavement operations.

a) Place variable message boards (VMS) on I-90 and crossroads two working days prior to closing ramps. Place VMSs as directed by the Project Manager. The VMS message should be clear and concise, giving the public advanced warning of the ramp closure date. It should direct traffic to the nearest interchange during the closure. Route the traffic using detour signage in accordance with Section 618. Submit detour plan to Project Manager two weeks prior to any ramp pavement or cattle guard work.

b) Limit cattle guard removal or replacement and ramp pavement operations to one interchange at a time and maintain local access unless otherwise approved by the Project Manager.

c) Remove or replace two cattle guards in the same direction (eastbound on-ramp and off-ramp or westbound on-ramp and off-ramp) per closure. Complete two ramp pavement operations in the same direction per closure.

d) Three consecutive working days will be allowed to remove or replace two cattle guards, complete surfacing at cattle guard removal locations, and open to traffic. Closures beyond three consecutive working days will result in a $2,000 per day fine to the Contractor.

e) Three consecutive working days will be allowed to complete mill and overlay operations on two ramps and open to traffic. Closures beyond three consecutive working days will result in a $2,000 per day fine to the Contractor.

4) Alternate Sequence of Operations may be submitted for Project Manager review. The Department will consider alternate sequencing such that other requirements of these provisions are satisfied, and the proposed sequence reduces impacts to the travelling public.

D. Method of Measurement and Basis of Payment. This work is not measured separately for payment.

30. COORDINATION WITH OTHER PROJECTS

Federal Aid Project No. IM 90-6(165)307 Bozeman – East [UPN 10001000] and IM-HSIP 90-6(167)314 Rocky Canyon (I-90) may be under construction at the same time as this project. Coordinate work with MDT project manager Craig Walker, 406-556-4724 email cwalker@mt.gov, or Chad Mozol, 406-556-4722 email cmozol@mt.gov.

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

31. TREATED TIMBER DISPOSAL [IM 90-6(151)319]

A. Description. Dispose of treated timber guardrail that is not reusable or needed by the Department.

B. Construction Requirements. Dispose of any non-salvageable and left-over salvageable material in accordance with all applicable laws, rules, and regulations. Pay attention to the following responsibilities:

1) Burning or burial of treated timbers is not an acceptable means of disposal under any circumstances.

2) Dispose of treated timbers, piles, and lumber in a licensed Class II landfill only. Advance written approval of the landfill manager may be required. If the landfill requires sampling of the treated material, the Engineer will perform the sampling.

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

32. PLANS AND STATIONING [HSIP 90-6(175)289]

The Department will not furnish construction plans for this project. As-built information for recently completed projects is listed below. These projects are provided for information only.

1) I-IG-90-6(10)282, Logan to Manhattan
2) IM 90-6(71)289, Manhattan-Belgrade, [1799]
3) I-IG-90-6(14)287 U1, Manhattan to Belgrade, [Z551001]
4) IM 90-6(118)289, Manhattan – Belgrade, [6515000]
5) IM 90-6(126)298, Amsterdam Road/I90 EB On-Ramp, [6865000]
6) I-90-6(13)296, Belgrade – Bozeman, [Z545001]
7) IM 90-6(89)301, Bozeman E & W, [4040]
8) IR 90-6(49)301, Bozeman – West, [1054000]
9) IM 90-6(114)307, MRL Structures-Bozeman, [3871003]
10) IM-90-6(90)304, Bozeman – Bear Canyon, [3612000]
11) I-IG-90-6(27)305, Bozeman Northside East, [Z545000]
12) I-IG-90-6(22)305 U1, Bozeman – Northside, [Z545001]
13) IR-90-6(45)307, Bozeman North Side & East, [438000]
14) I-IG-90-6(31)305, Bozeman – Northside & East
15) I-IG-90-6(23)304 U1, Bozeman – Northside – East, [Z545001]
16) IM 90-6(139)313, Rocky Canyon (I-90), [7572000]
17) SFCI-IM 90-6(91)313, MRL Overpass-7KM E of Bozeman, [4187000]
18) IM 90-6(121)314, Bear Canyon-W Jackson Cr Int, [6803000]
19) IM 90-6(70)313, Rocky Canyon, [1760]
20) IR 90-6(43)313, Rocky Canyon, [V975000]
21) I-IG-90-6(2)309, Rocky Canyon, [Z545001]
22) IM 90-6(149)313, Bozeman Hill – Guardrail, [9247000]
23) STPHS 90-6(105)317, Trail Cr. Intch. – E. Bozeman, [5021]
24) IM 90-6(128)318, Bozeman Hill – E & W, [6922000]
25) NHPB-STWD (671), Livingston Area NHS Bridges, [9349000]
26) I-90-6(30)309, Rocky Canyon Safety, [W540000]
27) STPHS 90-6(96)317, Median Rail – Bozeman Pass, [4430]
28) IM 90-6(63)318, Bozeman Hill E & W, [1475]
29) I-90-6(36)315 U-2, Bozeman Pass – West, [W538002]
30) I-90-7(36)321 U1, Bozeman Pass East (East Section), [W542001]
31) I-90-7(38)318, Bozeman Pass East (W. Section), [W542000]
32) IM 90-7(63)331, Livingston East & West, [1755]
33) I-IG-90-7(9)327 U1, Livingston South & East, [Z424001]

34) NHPB 90-7(112)334, Bridge Rehabilitation And Approach Digouts, [8805000]

33. BASIS OF QUANTITIES [HSIP 90-6(175)289]
(Quantities for estimating purposes only)

Table 1

Yellow Epoxy	160 6-inch Linear Feet per Gallon
White Epoxy	160 6-inch Linear Feet per Gallon

34. LINEAR DATA [HSIP 90-6(175)289]
This project is in three segments. Segment one begins at RP 289.0 and ends at RP 307.4. Segment two begins at RP 311.0 and ends at RP 319.7. Segment three begins at RP 330.6 and ends at RP 338.0. This project has a total length of 179,799.84 feet, with 2380.20 feet being bridges.

35. BRIDGE INFORMATION [HSIP 90-6(175)289]
A. The following fifty bridges are within the project limits. Structures denoted with a # are culverts. Reference the provisions found elsewhere in the contract for work on these structures.

TABLE 3

Feature Inspected	NBI Bridge ID	MT Structure ID	Reference Post
GRADE SEP	I00090289+00141	01572#	289.010
Manhattan South Rd	I00090289+02721	01573	289.270
Manhattan South Rd	I00090289+02722	01574	289.270
Camp Creek	I00090290+07391	01575	290.730
Camp Creek	I00090290+07392	01576	290.730
Baker Creek	I00090290+09511	01577	290.950
Baker Creek	I00090290+09512	01578	290.950
Heeb Road	I00090291+06371	01579	290.950
Heeb Road	I00090291+06372	01580	291.630
Gallatin River	I00090292+04251	01581	292.420
Gallatin River	I00090292+04252	01582	292.420
Thorpe Road	I00090293+02131	01583	293.210
Thorpe Road	I00090293+02132	01584	293.210
Int Airway Blvd	I00090299+04901	01585	299.377
Int Airway Blvd	I00090299+04902	01586	299.377
Valley Center Spur	I00090303+05881	01587	303.580
Valley Center Spur	I00090303+05882	01588	303.580
N Rouse Ave-Railroad	I00090307+06281	01589	307.620
N Rouse Ave-Railroad	I00090307+06282	01590	307.620
Walking Path	I00090307+08431	01591#	307.840
L Street	I00090308+00001	01592	308.000
L Street	I00090308+00002	01593	308.000
Railroad	I00090309+00591	01594	309.050
Railroad	I00090309+00592	01595	309.050
Int E Bozeman-P 50	I00090309+03701	01596	309.370
Int E Bozeman-P 50	I00090309+03702	01597	309.370
Fort Ellis Road	I00090310+09781	01598	310.970
Fort Ellis Road	I00090310+09782	01599	310.970
Stock Pass	I00090311+02501	01600#	311.245

Bear Creek	I00090312+03301	01601#	312.301
Int Bear Canyon	I00090313+04471	01602	313.440
Int Bear Canyon	I00090313+04472	01603	313.440
Railroad	I00090314+00831	01604	314.080
Railroad	I00090314+00832	01605	314.080
Trail Creek	I00090314+02101	01606#	314.227
Int Trail Creek	I00090316+07671	01607	316.760
Int Trail Creek	I00090316+07672	01608	316.760
Int Jackson Creek	I00090319+06691	01609	319.660
Int Jackson Creek	I00090319+06692	01610	319.660
Stock Pass	I00090329+01101	01618#	328.954
Stock Pass	I00090329+01102	01619#	328.954
Int West Livingston	I00090330+09911	01620	330.991
Int West Livingston	I00090330+09912	01621	330.991
Int S Livingston-Us Hwy	I00090332+09411	01622	332.941
Int S Livingston-Us Hwy	I00090332+09412	01623	332.941
Yellowstone River	I00090333+05521	01624	333.551
Yellowstone River	I00090333+05522	01625	333.551
Myers Lane	I00090335+08341	01626#	335.831
S-295	I00090336+08901	01627	336.891
S-295	I00090336+08902	01628	336.891

36. CONTRACT QUANTITIES [HSIP 90-6(175)289]

The following quantities are the summary pay items for the contract.

A. Quantities.

1) Refer to Table 2 for the summary pay items. These quantities were estimated based on the RP ranges from RP 289.0 to RP 307.4 (accumulated miles 287.2 to 305.5), RP 311.0 to RP 319.7 (accumulated miles 309.1 to 317.4) and from RP 330.6 to 338.0 (accumulated miles 328.5 to 335.9).

2) Refer to the Schedule of Items for non-summary pay items.

TABLE 2

Item Description	Quantity	Measurement	Comment
Yellow Epoxy*#	2,144	Gallons	6-inch inlaid edge line
White Epoxy*#	2,913	Gallons	6-inch inlaid edge line and 4-inch broken lines
White Epoxy – Words & Symbols*#	51	Gallons	Chevrons
Stripe Grooving	706,743	Linear Feet	6-inch inlaid edge lines
Single Use Signs	192	Square Feet	

*Pavement markings are based on a single application unless otherwise noted.
#Pavement markings are along the mainline and do not include the ramps.

37. ROAD CLOSURES FOR BLASTING [IM 90-6(151)319]

A. Description. This work consists of road closure times related to blasting operations only.

B. Construction. The following maximum road closure times are allowed on this project for specific work. Include the proposed road closure times and number closures in the traffic control plan.

1) Blasting operations. Up to 30 minutes of road closure is allowed for blasting operations including clean-up activities as defined in Section 204. Coordinate road closures with the Project Manager, other requirements of the contract, and local authorities.

2) Do not close the road Monday through Thursday from 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 6:30 p.m.

3) Do not close the road from 6:30 a.m. Friday until 9:30 a.m. the following Monday.

4) All road closure durations and times are at the discretion of the Project Manager. The Project Manager has the authority to adjust these times to better fit field conditions.

C. Method of Measurement and Basis of Payment. No separate measurement will be made for road closure coordination. Include in the cost of other items.

38. ROCKFALL BARRIER PROTECTION [IM 90-6(151)319]

A. Description. This work consists of providing the necessary equipment and materials to install and remove rockfall barrier protection during RP 320.8 rock outcrop removal as directed by the Project Manager.

B. Method of Measurement and Basis of Payment. This work will be measured and paid for under the bid item Miscellaneous Work.

39. RECYCLING AND DISPOSAL OF COLD MILLINGS [IM 90-6(151)319]

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

B. Materials. Vacant.

C. Construction Requirements. It is anticipated that 12,460 cubic yards (in place) of millings will be produced on this project. The Contractor may incorporate the milled materials into Plant Mix Surfacing, Traffic Gravel, or Crushed Aggregate Course in accordance with the contract requirements for the applicable item. Transport and stockpile any cold milled materials not incorporated into other items of work under this contract to the following prioritized location(s).

Disposal Location	Latitude	Longitude	Estimated Cubic Yds.
1066 US Highway 10 West	45° 39’ 29”	-110° 38’ 30”	12,460

1) At least 14 calendar days prior to performing milling operations that will not be incorporated into items of work on the project contact Cody Thornton, Park County Road Foreman, at 406-589-9122 to coordinate the work for all locations.

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

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

40. CENTERLINE RE-ESTABLISHMENT [IM 90-6(151)319]

A. Description. To provide for a finished roadway with a minimum of a 38’ top width consisting of two 12’ travel lanes, a 4’ left shoulder, and a 10’ right shoulder, the roadway centerline will need to be re-established in the center of the finished paved top width. Establish a control line for the centerline in the middle of the finished paved top width which will serve as the control line for centerline striping and rumble strip placement.

B. Method of Measurement and Basis of Payment. This work is not measured separately for payment.

41. REMOTE WEATHER MONITORING SYSTEM [IM 90-6(151)319]

A. Description. An existing Remote Weather Information System (RWIS) is located at approximately I-90 westbound RP 321.2, and includes roadway surface sensors, a subsurface probe, conduits, pull boxes, cable, RPU, tower, tower foundation, wind-speed/direction sensor, precipitation sensor, temperature/relative humidity sensor, fixed

camera, and 120/240v AC electrical service. This project will abandon in place the existing surface sensor and its cable, replace it with one (1) new surface sensor in the roadway at approximately the same location, and upgrade the existing RPU to interface with the new surface sensor.

B. Construction Requirements. Contact the Communications Bureau Chief at 406-444-6305 a minimum of two weeks prior to beginning any construction activities near the location of the existing RWIS site. The Communications Bureau will assist in determining the exact location of the existing surface sensor to be abandoned in place; ensure it has been disconnected at the RPU prior to any construction activities; and help to determine the final location of the replacement surface sensor. The existing RWIS tower and all peripheral equipment associated with the existing RWIS station are to remain in place and in service during the entire construction project.

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

42. WEATHER MONITORING SYSTEM SENSOR REQUIREMENTS [IM 90-6(151)319]

A. Description. This work consists of furnishing all materials, equipment, and labor necessary for the installation of one (1) surface sensor for the existing Remote Weather Information System (RWIS) and upgrade of the existing RPU located at approximately RP 321.2.

B. Materials. The following is a list of RWIS components necessary for the completion of this work:

QUANTITY	DESCRIPTION
1	RWS200 Remote Processing Unit (RPU) Base Structure Including all interface cards, system boards, station software license
1	DRS511AB Embedded Road Sensor with 150’ of cable and interface for the RPU
1	DRS511 Installation kit with Fabick Sealant
1	Fabick MP55 Caulking Applicator
1	HMP155E Air Temperature and Relative Humidity Sensor.
1	DTR503A Radiation Shield for HMP155E and Mounting Kit including M12 30’ connection cable and RPU interface for the HMP155A/E sensor with PWD.

Most of these components may be obtained from:
Vaisala, Inc.
194 South Taylor Avenue
Louisville, CO 80027
Tel: 1-877-VAISALA (824-7252)

C. Construction Requirements. Furnish and install all equipment in conformance with the manufacturer’s requirements and guidance from the MDT Communications Bureau. Re-use the existing conduit and pull boxes in place at the tower/RPU to establish connectivity between the surface sensor and the RPU. Remove any unnecessary cable/conductor from the existing pull boxes and conduit to ensure a clean, easily identifiable, installation. Install the

surface sensor without any splices between the sensors and the RPU. Disconnect all existing sensors before replacing the existing RPU with the new RPU. Replace the air temperature and humidity sensor with the new sensor specified. Coordinate with the Communications Bureau and the Engineering Project Manager on a mutually agreeable date for the commissioning of the site. Allow a minimum of two weeks' advance notice for this date. The commissioning will be performed by the Communications Bureau on site after the installation of the RWIS equipment has been completed and is ready for turn on. The commissioning process brings the installed RWIS equipment into a fully operational condition and ensures the site meets the manufacturer's warranty requirements. The Communications Bureau will terminate the sensors to the new RPU inside the existing RPU cabinet and test the sensors to ensure proper installation and operation has been achieved. Correct any deficiencies in installation or workmanship noted by Communications Bureau personnel and the Engineering Project Manager at the time of commissioning at the sole expense of the contractor and prior to final acceptance. Protect the installation during all phases of construction. Replace any damaged equipment caused by construction activities at the sole expense of the contractor.

D. Method of Measurement. Measurement is made on a lump sum basis for the installation of all RWIS related equipment and provides full compensation for all materials, labor, tools, equipment, site commissioning expenses, and other incidentals necessary to complete the work in accordance with the manufacturer's specifications and as directed by the Engineering Project Manager.

E. Basis of Payment. Include all costs associated with this work in the unit bid price for Revised Weather Monitoring System.

43. EMULSIFIED ASPHALT CHFRS-2P [402] (ADDED 10-10-19)

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

POLYMER MODIFIED CHFRS-2P EMULSIFIED ASPHALT

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

44. 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.

45. PMS JOINT SEALING [IM 90-6(151)319]

A. Description. This work is applying JOINTBOND® joint stabilizer to the centerline longitudinal joint and the centerline rumble strips.

B. Materials. Provide JOINTBOND® joint stabilizer manufactured by Pavement Technology, Inc. https://www.pavetechinc.com/jointbond-road-stabilizer/

C. Construction Requirements. Apply the sealer on top of the new surfacing as shown in the plans. Apply JOINTBOND® joint stabilizer in accordance with the manufacturer's recommendations.

D. Method of Measurement and Basis of Payment. Joint Sealer is measured by the square yard and paid under the bid item PMS JOINT SEALING square yard.

46. MASTIC CRACK SEAL [IM 90-6(151)319]

A. Description. This work consists of cleaning and sealing the asphalt pavement cracks in the roadway surface with Mastic sealant.

B. Furnish Mastic in accordance with ASTM D8260 for cracks wider than 1.5 inch (38mm) wide, or in accordance with the Manufacturer's recommendations.

C. Construction.

1) Do not apply on wet or frosty surfaces. Follow manufacturer's recommendations for temperature and surface conditions.

2) Ensure the joint or crack has been properly cleaned using compressed air following the manufacturer's recommendations. Vegetation that cannot be removed using compressed air must be removed using other means. Do not rout cracks to be filled with mastic.

3) Apply mastic repair material immediately after cleaning the crack or joint. Prevent mastic from flowing out of the end of the crack.

4) Place mastic using the appropriate melter (hot pot). Equipment must be capable of heating the product in a melting device. The melter must be equipped with an effective horizontal agitator system that can maintain a uniformly mixed product, have a thermostatically controlled hot oil jacketed heating system, and have an effective means of dispensing the product.

5) Pour into the prepared areas at the proper application temperature. Ensure the hot-applied material is levelled and the edges are feathered down to the roadway surface using an appropriately sized shoe for the crack.

6) Open to traffic only after mastic material has fully cooled and solidified.

D. Method of Measurement and Basis of Payment. Mastic repair material will be measured and paid for by the pound of CRACK FILLING - MASTIC.

47. REVISED CONCRETE BARRIER END – BR [IM 90-6(151)319]

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

B. Materials.

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

2) Use Concrete - Class Structure Low Slump.

C. Construction Requirements.

1) Provide ½-inch deep saw cuts at the removal lines shown on the plans.

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

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

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

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

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

7) In addition to the curing requirements in the Standard Specifications, do not open the bridge to traffic until the concrete has reached a minimum of 90% of the specified 28-day compressive strength.

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

48. CONCRETE - CLASS STRUCTURE LOW SLUMP (REVISED 9-9-21) [IM 90-6(151)319]

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).

49. ADHESIVE ANCHOR SYSTEM [IM 90-6(151)319]

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:

4) Adhesive anchor product data sheet.

5) Manufacturer's printed installation instructions.

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

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

D. Basis of Payment. Include all costs associated with Adhesive Anchor in the bid price for REVISED CONCRETE BARRIER RAIL-BR.

50. BRIDGE DECK CONDITION SURVEY [IM 90-6(151)319]

Bridge deck condition surveys of the structures were completed by the Department. The complete set of field investigation and testing results is considered too voluminous to include in the bidding package. This information is available for review or copying upon request.

Bridge deck condition surveys are not warranted to be representative of the actual conditions encountered at the time of construction. Use the MDT Contractor's Question and Answer Forum to request additional deck survey information or submit questions about the deck survey.

51. RAISE GUARDRAIL

Unbolt and re-bolt length necessary to accomplish milling and paving operations. Do not leave guardrail un-bolted adjacent to travel lanes open to the public. Re-bolt guardrail within 3 calendar days unless otherwise approved by the EPM. Re-bolt guardrail adjacent to the 4-ft. shoulders and bridge approach sections at the original height. Minor adjustment to post embedment may be necessary connecting raised and original rail heights in the same run of guardrail. No separate payment will be made for minor steel post embedment adjustments. All rail that is unbolted and re-bolted will be paid one time as RAISE GUARDRAIL LNFT regardless of final bolted height.

52. IMPACT ATTENUATOR – TEMPORARY [606] (REVISED 1-21-21) [IM 90-6(151)319]

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.

53. LONG TERM VARIABLE MESSAGE BOARDS [618] (ADDED 3-09-23 M)

A. Description. Furnish, install, maintain, and remove 02 portable variable message boards (VMS).

B. General.

1) Install VMS at the following locations or as approved by the Project Manager.

Location	Description
Project Start	Road construction ahead/Be prepared to stop
Project End	Road construction ahead/Be prepared to stop

2) Install VMS 7 working days prior to the start of initial traffic control setup and construction operations. Provide traffic a warning message as approved by the Project Manager and shown in the Contractor's Traffic Control Plan. This message will alert traffic to the upcoming project limits and suggest alternate route(s).

3) At the start of construction operations, provide a message warning traffic of the anticipated project delays and suggest alternate route(s) as approved by the Project Manager.

4) Remove VMS as directed by the Project Manager. VMS not removed within 12 hours of notification will be subject to a 15% deduction in the unit bid price for each instance.

5) Furnish VMS that meet MUTCD requirements.

6) VMS must be capable of providing 2 phases with 3 lines and 8 characters per line. Characters must be a minimum of 18 inch in height.

7) If a safe and visible installation location cannot be found, construct a pad that provides a safe, level location to install the message board adjacent to traffic.

C. Method of Measurement. Portable variable message boards will be measured by each.

Construction of pad(s) will be measured and paid for in accordance with Subsection 109.04.

D. Basis of Payment. Portable variable message sign will be paid by each and includes all costs associated with installing, maintaining, and removing the boards. This item will be paid under bid item 618 100 005 Portable Variable Message Sign.

54. WIDE LOAD AND SUPERLOAD ACCOMMODATION [618] (REVISED 12-7-23 M)

Coordinate with the Project Manager to accommodate wide loads and superloads during construction.

A. Wide Loads. Provide passage of loads greater than 12-feet wide through the project area at least 5 consecutive days/ week and two hours/day. Wide load passage must begin no earlier than 9 P.M. and be completed by 6 A.M. Coordinate with the Project Manager to facilitate passage of wide loads on other projects on the same route or in proximity.

Place wide load information signs at the following locations or as directed by the Project Manager. Furnish and install signs shown on the following detail, meeting Detailed Drawing 618-01. The *Route* will specify the route number, *Dir* will specify the direction of the construction, and *Mp* will specify the milepost(s) of the work. Remove signs within 24 hours of removing the wideload restriction.



Sign information, if known:
17’ Width Restriction
I-90 MP 319.7 - 330.6
Additional Information

Sign Location	Location Description
Bozeman	West of Bozeman
Livingston	East of Livingston

B. Superloads. Loads greater than 18’0” wide, 150’0” long, or 17’0” high must contact the Prime Contractor Monday – Friday, 8:00 AM to 5:00 PM, before traveling to make special arrangements to be escorted through the project site on a case-by-case basis. Notify the Project Manager and provide justification before denying carriers access to the project.

C. Measurement and Payment.

1) Wide Loads. Traffic control necessary for wide load staging areas including wide load staging signs, staging information signs, arrow boards, lane closures, cameras, and wide load passage/marshaling will be included in the traffic control bid item Wide Load Marshalling - L.S.

2) Devices damaged by wide load passage will be replaced by the Contractor and paid for in accordance with contract's Traffic Control Rate Schedule.

3) Superloads. Traffic control necessary for marshaling superloads that require an escort outside of the contract required marshaling times is paid for by the Department. Pilot cars, flaggers, damaged devices, and Category #2-Adjustments will be paid for in accordance with the contract's Traffic Control Rate Schedule.

4) Super Load Administration. A flat fee of $275 will be paid to cover administration cost for each permitted superload that necessitates an escort. The $275 fee will be paid for superloads that require an escort outside of the contract required marshaling times. To receive payment for superload administration provide written documentation to the Project Manager 24 hours prior to the superload's arrival on project. This fee is paid under Miscellaneous Work.

5) Wide load information signs will be paid for as Single Use Signs (SQ FT). Cover the signs during the winter suspension if necessary. No separate payment will be made to cover wide load detour signs during winter suspension.

55. 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.

56. PAVEMENT MARKINGS GROOVING [TRSP.58] (REVISED 2/22/24) [IM 90-6(151)319]

A. Description. This work is grooving the road surface to provide inlaid pavement markings as shown or described in the contract or as directed by the Project Manager.

B. Materials Requirements.

1) Epoxy. Furnish pavement marking materials meeting the requirements of Section 714.

2) Reflective Glass Beads. Furnish reflective glass beads that meet AASHTO M247 except for the following requirements:

U.S. Mesh	% Retained (Cumulative)
16	0-10
18	20-35
30	50-70
50	95-100

a) Roundness: All beads must meet a minimum of 80% true spheres.

b) Color/Clarity: Beads must be colorless, clear, and free of carbon residues.

c) Refractive Index: Minimum 1.51 by oil immersion method.

d) Air Inclusions: Less than 5% by visual count.

e) Coatings: Per manufacturer's recommendation for optimum adhesions and embedment for the type of epoxy used.

f) Chemical Resistance" Beads must be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 pf the TT-B Federal: Spec 1325D.

g) A minimum of 40% of the total weight must be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads must be above the #30 sieve.

h) Glass beads cannot contain more than 75 parts per million (ppm) arsenic, 75ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method.

C. Construction Requirements.

1) Submittals. Submit the manufacturer's product data sheet, component certification, and instructions for material application to the Project Manager a minimum of 10 business days before application of this work begins. The manufacturer's recommendations will supersede these provisions if the provision conflicts. Submit the certified batch test results, showing the product meets material requirements, upon delivery of the product to the project.

2) Epoxy Application. Apply epoxy within 24 hours of grinding and in accordance with Subsection 620.03.7.

Before starting full production complete a test section of at least 500-feet (150-m) long to verify proper bead embedment. Do not begin production until the test section has been placed and approved by the Project Manager.

3) Glass Beads. Calibrate the bead guns prior to striping and as necessary during production. The Project Manager will witness the calibration.

Apply glass beads at a minimum of 25 pounds of glass beads per gallon of epoxy.

4) Place glass beads immediately following the epoxy application.

5) Grooving. Furnish a self-propelled grooving machine equipped with stacked diamond cutting blades to perform the work. Furnish a machine capable of providing uniform depth and alignment. Do not use grinder type heads.

a) Provide a groove depth of 120 mils ± 10mils.

b) Furnish equipment meeting the following requirements:

(1) Capable of cutting the intended groove in a single pass.

(2) Leaves the groove clean, dry, and ready for pavement marking application.

(3) Captures dust and debris during grinding operation.

c) Do not allow debris to enter waterways, storm drains, wetlands, drainages, or other aquatic resources. Submit to the Project Manager the intended method to manage debris from grinding.

d) Ensure the bottom of the groove is smooth and does not contain ridges between the blades.

e) When grooving is near a longitudinal joint, ensure the edge of the groove is at least 1 inch from the joint unless directed otherwise by the Project Manager. Stop grinding operations if damage occurs to pavement joints, joint sealant material(s), etc. Repair damaged areas to the satisfaction of the Project Manager. Repair areas at no cost to the Department.

f) Ensure groove placement/alignment allows the pavement marking to be placed entirely in the bottom of the groove at the location shown in the plans and in accordance with the following tolerances:

(1) Lines. Provide a grooved area not wider than 1 inch (25mm) and not longer than 5 inches (125mm) past the pavement stripe to be applied in the bottom of the groove.

(2) Words and Symbols. Cut grooves for words and symbols so that the entire marking will fit within the limits of the grooved area without an excessive border. Provide a grooved area not exceeding 5 inches (125mm) surrounding the letter, word, or symbol.

g) Apply the following pavement markings to the surface unless otherwise specified in the contract. Do not grind or groove:

(1) Bridge Decks.

(2) Broken Lines.

(3) Entrance Ramps Dotted White Line Markings.

(4) Exit Ramps Dotted White Line Markings.

(5) Words & Symbols

6) Pavement Marking Application. Align the markings within the grooved area.

a) Complete marking application the same day as grooving. If the markings cannot be completed in their entirety the same day, furnish traffic control in accordance with Section 618 at the Contractor's expense.

b) Apply marking in accordance with the manufacture's recommendations and as shown in the plans and the MUTCD.

D. Measurement and Payment.

1) Reflective Glass Beads are not measured for payment.

2) Linear pavement marking grooves are measured by the linear foot based on a 6-inch (150mm) width for the actual quantity of stripe grooved. Lines wider and narrower than 6-inches (150mm) are converted to the equivalent linear feet of 6-inch (150mm) wide line and paid for at the contract unit price per linear foot of Stripe Grooving.

3) Words and Symbols will be measured and paid for at the unit price per square foot.

57. PAVEMENT MARKINGS GROOVING & QUANTITIES [620] (REVISED 2/22/24) [HSIP 90-6(175)289]

A. Description. This work is grooving the road surface to provide inlaid pavement markings as shown or described in the contract or as directed by the Project Manager.

B. Materials Requirements.

1) Epoxy. Furnish pavement marking materials meeting the requirements of Section 714.

2) Reflective Glass Beads. Furnish reflective glass beads that meet AASHTO M247 except for the following requirements:

U.S. Mesh	% Retained (Cumulative)
16	0-10
18	20-35

30	50-70
50	95-100

a) Roundness: All beads must meet a minimum of 80% true spheres.

b) Color/Clarity: Beads must be colorless, clear, and free of carbon residues.

c) Refractive Index: Minimum 1.51 by oil immersion method.

d) Air Inclusions: Less than 5% by visual count.

e) Coatings: Per manufacturer's recommendation for optimum adhesions and embedment for the type of epoxy used.

f) Chemical Resistance" Beads must be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 pf the TT-B Federal: Spec 1325D.

g) A minimum of 40% of the total weight must be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads must be above the #30 sieve.

h) Glass beads cannot contain more than 75 parts per million (ppm) arsenic, 75ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method.

C. Construction Requirements.

1) Submittals. Submit the manufacturer's product data sheet, component certification, and instructions for material application to the Project Manager a minimum of 10 business days before application of this work begins. The manufacturer's recommendations will supersede these provisions if the provision conflicts. Submit the certified batch test results, showing the product meets material requirements, upon delivery of the product to the project.

2) Epoxy Application. Apply epoxy within 24 hours of grinding and in accordance with Subsection 620.03.7.

Before starting full production complete a test section of at least 500-feet (150-m) long to verify proper bead embedment. Do not begin production until the test section has been placed and approved by the Project Manager.

3) Glass Beads. Calibrate the bead guns prior to striping and as necessary during production. The Project Manager will witness the calibration.

a) Apply glass beads at a minimum of 25 pounds of glass beads per gallon of epoxy.

b) Place glass beads immediately following the epoxy application.

4) Grooving. Furnish a self-propelled grooving machine equipped with stacked diamond cutting blades to perform the work. Furnish a machine capable of providing uniform depth and alignment. Do not use grinder type heads.

a) Provide a groove depth of 120 mils ± 10mils.

b) Furnish equipment meeting the following requirements:

(1) Capable of cutting the intended groove in a single pass.

(2) Leaves the groove clean, dry, and ready for pavement marking application.

(3) Captures dust and debris during grinding operation.

c) Do not allow debris to enter waterways, storm drains, wetlands, drainages, or other aquatic resources. Submit to the Project Manager the intended method to manage debris from grinding a minimum of 10 business days before work begins.

d) Ensure the bottom of the groove is smooth and does not contain ridges between the blades.

e) When grooving is near a longitudinal joint, ensure the edge of the groove is at least 1 inch from the joint unless directed otherwise by the Project Manager. Stop grinding operations if damage occurs to pavement joints, joint sealant material(s), etc. Repair damaged areas to the satisfaction of the Project Manager. Repair areas at no cost to the Department.

f) Ensure groove placement/alignment allows the pavement marking to be placed entirely in the bottom of the groove with a tolerance for the grooved area not wider than 1 inch

(25mm) and not longer than 5 inches (125mm) past the pavement stripe to be applied in the bottom of the groove.

g) Apply the following pavement markings to the surface unless otherwise specified in the contract. Do not grind or groove:

(1) Bridge Decks.
(2) Broken Lines.
(3) Entrance Ramps Dotted White Line Markings.
(4) Exit Ramps Dotted White Line Markings.
(5) Exit 298 cloverleaf Acceleration Lane
(6) Words & Symbols

5) Pavement Marking Application. Align the markings within the grooved area.

Tabel 4: Manhattan Interchange to east of 7th Ave Interchange (I-90: RP 289.0 – 307.4)

Stripe Grooving	6-inch Linear Feet	Accumulated Miles
Eastbound	191,817	287.163 – 305.524
Westbound	191,872	287.276 – 305.642
Striping Paint & Epoxy	Gallons	
Yellow Epoxy*#	1,157	
White Epoxy*#	1,572	
White Epoxy – Words & Symbols*#	51	

*Pavement markings are based on a single application unless otherwise noted.
#Pavement markings are along mainline and do not include the ramps.

Table 5: Fort Ellis Rd Overpass to Jackson Creek Interchange (I-90: RP 311.0 – 319.7)

Stripe Grooving	6-inch Linear Feet	Accumulated Miles
Eastbound	85,798	309.137 – 317.393
Westbound	85,724	309.246 – 317.500
Striping Paint & Epoxy	Gallons	
Yellow Epoxy*#	521	
White Epoxy*#	708	

*Pavement markings are based on a single application unless otherwise noted.
#Pavement markings are along mainline and do not include the ramps.

Table 6: Business 90 Interchange to E Livingston Interchange (I-90: RP 330.6 – 338.0)

Stripe Grooving	6-inch Linear Feet	Accumulated Miles
Eastbound	75,865	328.404 – 335.824
Westbound	75,667	328.529 – 335.932
Striping Paint & Epoxy	Gallons	
Yellow Epoxy*#	466	
White Epoxy*#	633	

*Pavement markings are based on a single application unless otherwise noted.
#Pavement markings are along mainline and do not include the ramps.

a) Complete marking application the same day as grooving. If the markings cannot be completed in their entirety the same day, furnish traffic control in accordance with Section 618 at the Contractor's expense.

b) Apply pavement markings in accordance with the provisions found elsewhere in the contract.

D. Measurement and Payment.

1) Linear pavement marking grooves are measured and paid by the linear foot based on a 6-inch (150mm) width for the actual quantity of stripe grooving. Lines wider and

narrower than 6-inches (150mm) are converted to the equivalent linear feet of 6-inch (150mm) wide line and paid for at the contract unit price per linear foot of Stripe Grooving.

2) Words and Symbols are measured and paid for at the unit price per square foot.

3) Reflective Glass Beads are not measured separately for payment.

58. BROKEN, DOTTED, AND CHANNELIZING LINE STRIPING [HSIP 90-6(175)289]

A. Description. This work is broken, dotted, or channelizing line pavement markings as described in the contract or as directed by the Project Manager.

B. Materials Requirements. Furnish pavement marking materials meeting the requirements of Section 714.

C. Construction Requirements. See Section 3A.04 and Section 3B.07 of the MUTCD 11th Edition for additional information and graphical guidance.

Broken Lines separate the two travel lanes and have the following dimensions:

a) 4-inches (100mm) wide

b) 10-feet long (3-m)

c) 30-foot gaps (9-m)

d) Dotted White Lines occur at the entrance and exit ramps extending between the right-hand edge line to the theoretical gore or solid white lane line and have the following dimensions:

e) 6-inches (150mm) wide

f) 3-feet long (1-m)

g) 9-foot gaps (3-m)

White Channelizing Lines occur at the entrance and exit ramps extending from the theoretical gore to the physical gore and are 12-inch (305mm) wide lines.

Stripe a dotted white lane extension line along all exit ramps from the right-hand edge line to the theoretical gore or solid white lane line and entrance ramps from the theoretical gore to a point at least one-half the distance from the theoretical gore to the downstream end of the acceleration taper. Do not inlay the extension lines.

Stripe a broken white line between adjacent travel lanes, do not inlay the broken line.

If discrepancies arise in the field for broken or dotted lines priority is to:

h) Replace striping as encountered, the exception being edge lines to be 6-inches wide.

i) Update striping in accordance with the MUTCD.

j) Stripe as directed by the Project Manager.

D. Method of Measurement and Basis of Payment. Broken, dotted, and channelizing lines are paid in accordance with the requirements found elsewhere in the contract.

59. REVEGETATION [IM 90-6(151)319]

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	Thickspike wheatgrass	Critana	15	11	4.0

Elymus lanceolatus spp. riparium	Streambank wheatgrass	Sodar	15	11	4.0
Poa secunda (P. canbyi)	Canby bluegrass	Canbar	42	31	2.0
Sporobolus cryptandrus	Sand dropseed	VNS	64	47	0.5
		GRAND TOTAL	136	100	10.5

C. Construction Requirements.

1) Salvage available topsoil to place 4 inches over disturbed areas. Immediately following topsoil placement, condition and drill seed with the seed mix and equivalent rates.

2) Drill Seed in accordance with Subsection 610.03.2.

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

D. Method of Measurement and Basis of Payment. Topsoil salvage, replacement, and seeding 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

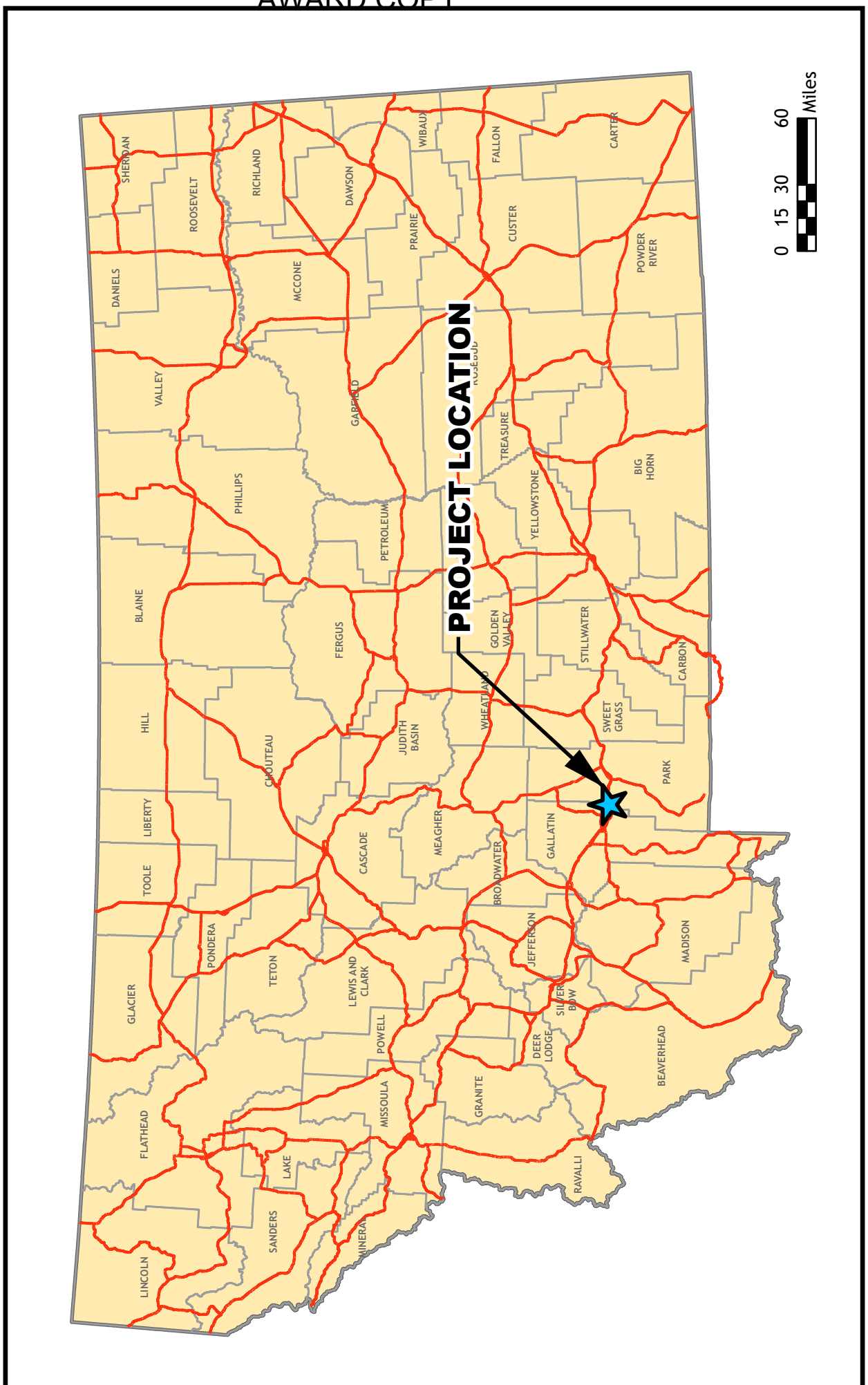
- Mont. Code Ann. § 49-3-205 Governmental services;

- 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.

FEDERAL AID PROJECT IM 90-6(151)319
COLD MILL, PLANT MIX SURFACING, SEAL & COVER, GAURDRAIL, & GRADING
BOZEMAN HILL - EAST
CONTROL NUMBER 9467000
PROJECT LOCATION STATE MAP - MONTANA



FEDERAL AID PROJECT IM 90-6(151)319
COLD MILL, PLANT MIX SURFACING, SEAL & COVER, GUARDRAIL, & GRADING
BOZEMAN HILL - EAST
CONTROL NUMBER 9467000
PROJECT LOCATION QUAD MAP - GALLATIN & PARK COUNTIES 1 OF 5

SECTION 1

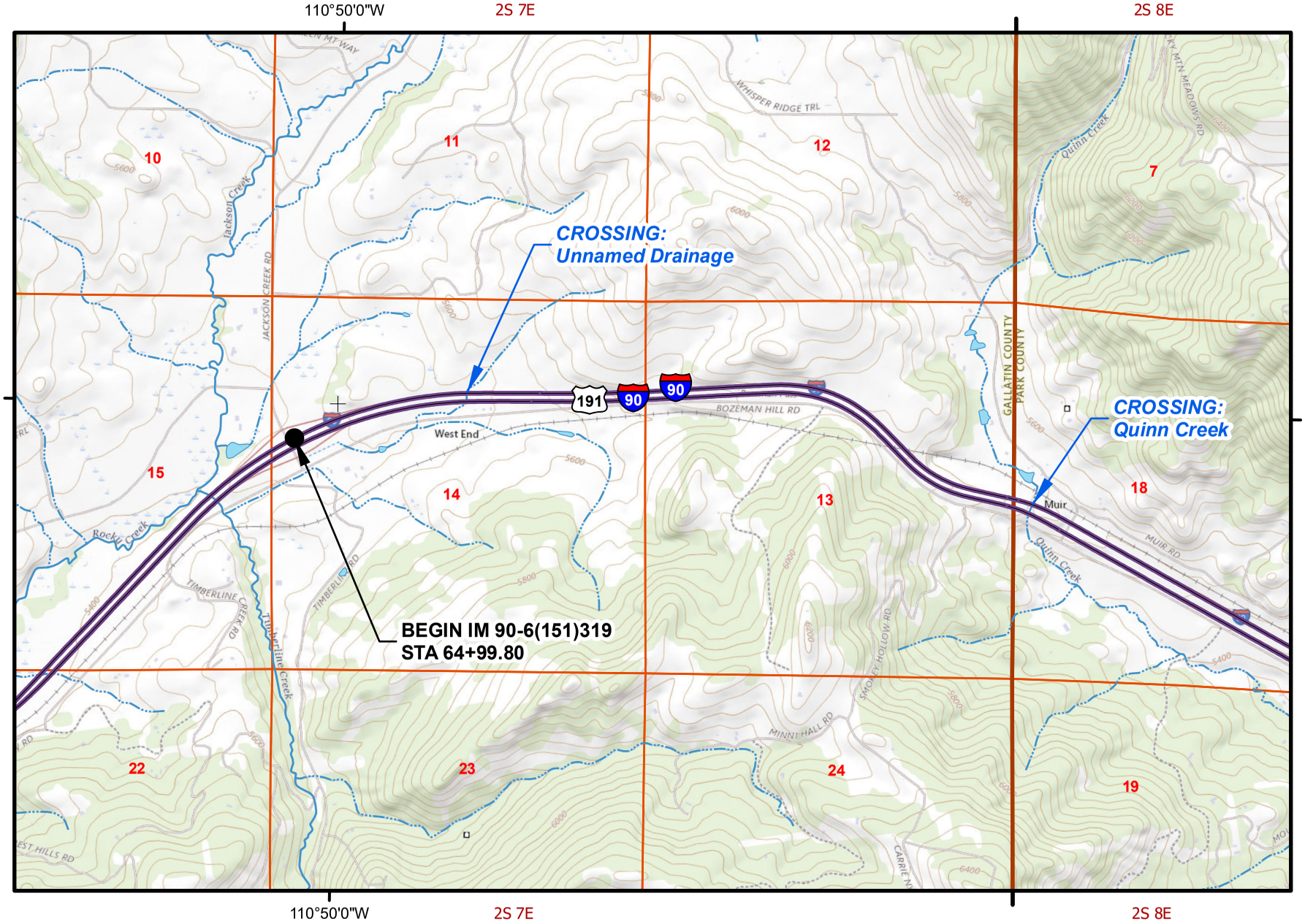
6 of 10

AWARD COPY

MONTANA Department of Transportation

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FEDERAL AID PROJECT IM 90-6(151)319
COLD MILL, PLANT MIX SURFACING, SEAL & COVER, GUARDRAIL, & GRADING
BOZEMAN HILL - EAST
CONTROL NUMBER 9467000
PROJECT LOCATION QUAD MAP - GALLATIN & PARK COUNTIES 2 OF 5

MONTANA
Department of Transportation

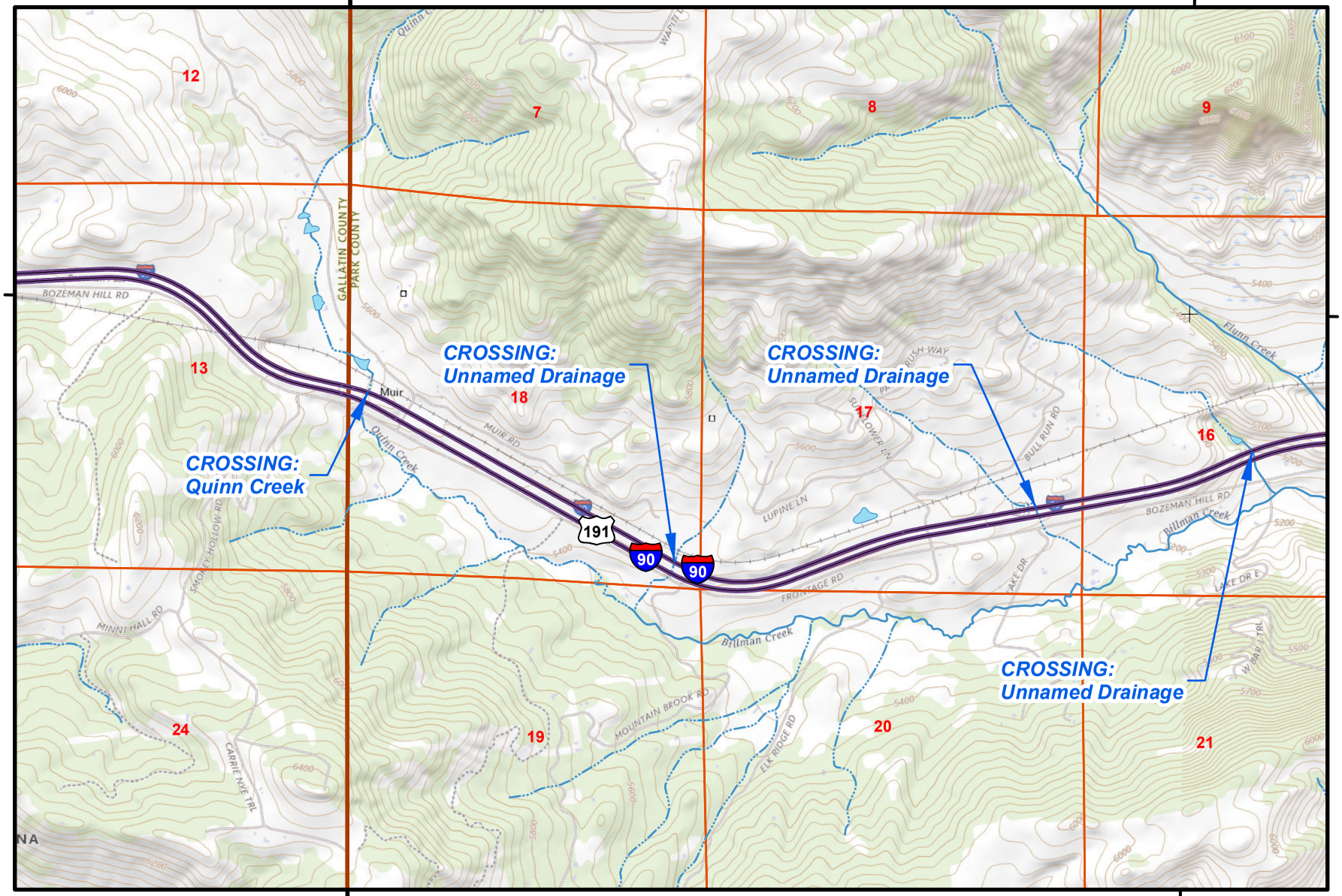
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SECTION 1

7 of 10

AWARD COPY



FEDERAL AID PROJECT IM 90-6(151)319
COLD MILL, PLANT MIX SURFACING, SEAL & COVER, GUARDRAIL, & GRADING
BOZEMAN HILL - EAST
CONTROL NUMBER 9467000
PROJECT LOCATION QUAD MAP - PARK COUNTY 3 OF 5

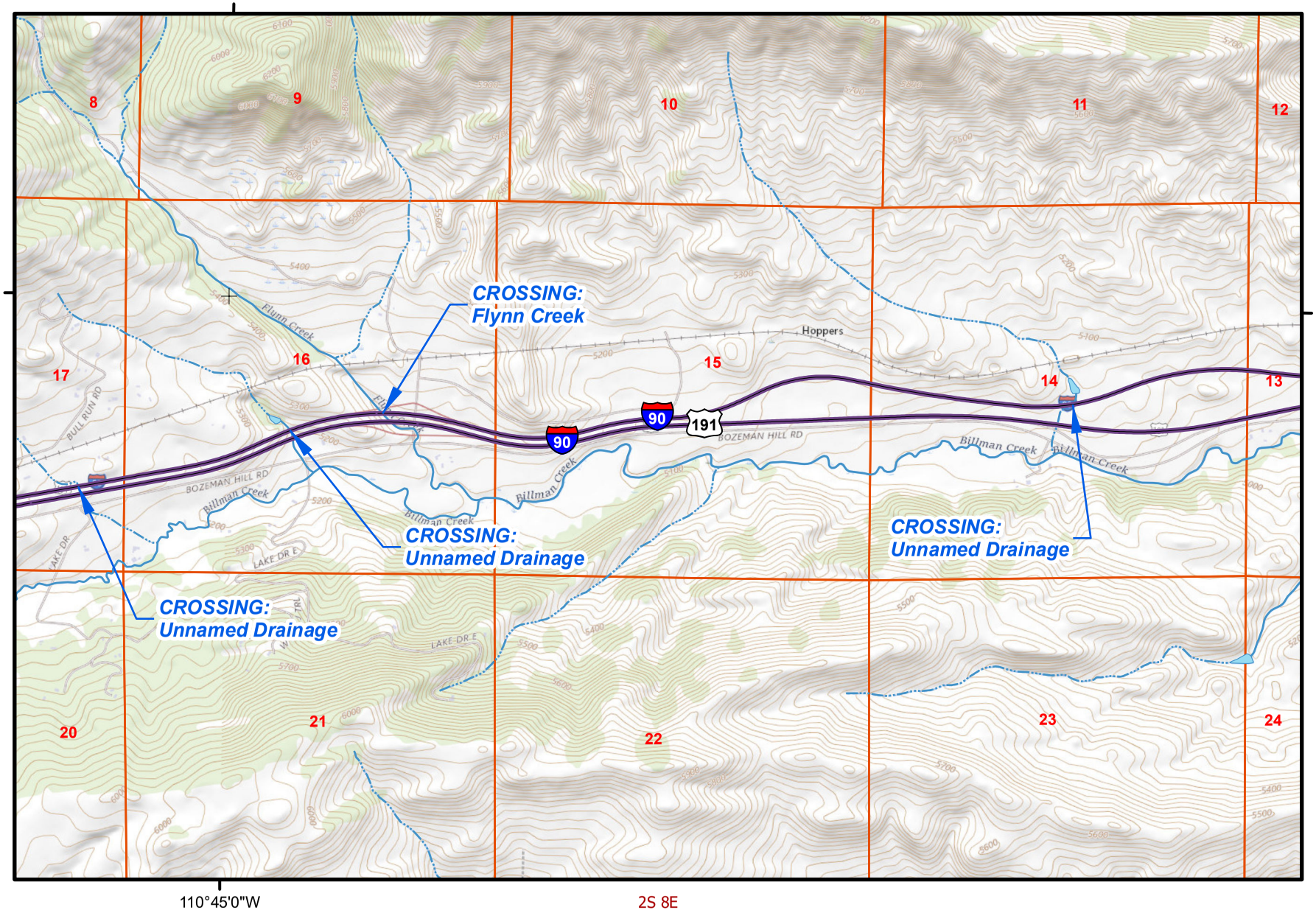
SECTION II

8 of 10

MONTANA
Department of Transportation

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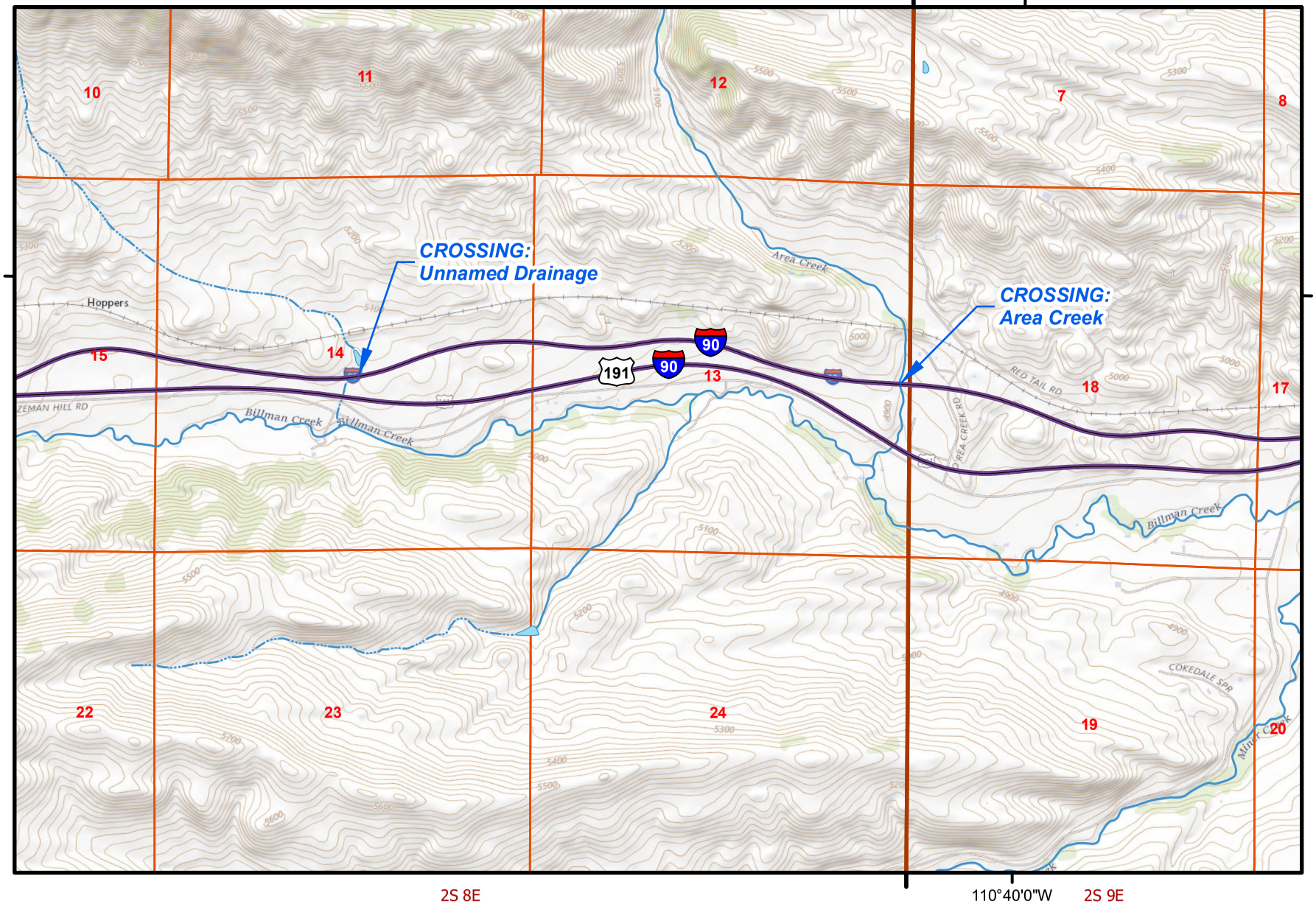
SECTION II

FEDERAL AID PROJECT IM 90-6(151)319
COLD MILL, PLANT MIX SURFACING, SEAL & COVER, GUARDRAIL, & GRADING
BOZEMAN HILL - EAST
CONTROL NUMBER 9467000
PROJECT LOCATION QUAD MAP - PARK COUNTY 4 OF 5

MONTANA
Department of Transportation

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AWARD COPY

FEDERAL AID PROJECT IM 90-6(151)319
COLD MILL, PLANT MIX SURFACING, SEAL & COVER, GUARDRAIL, & GRADING
BOZEMAN HILL - EAST
CONTROL NUMBER 9467000
PROJECT LOCATION QUAD MAP - PARK COUNTY 5 OF 5

SECTION II

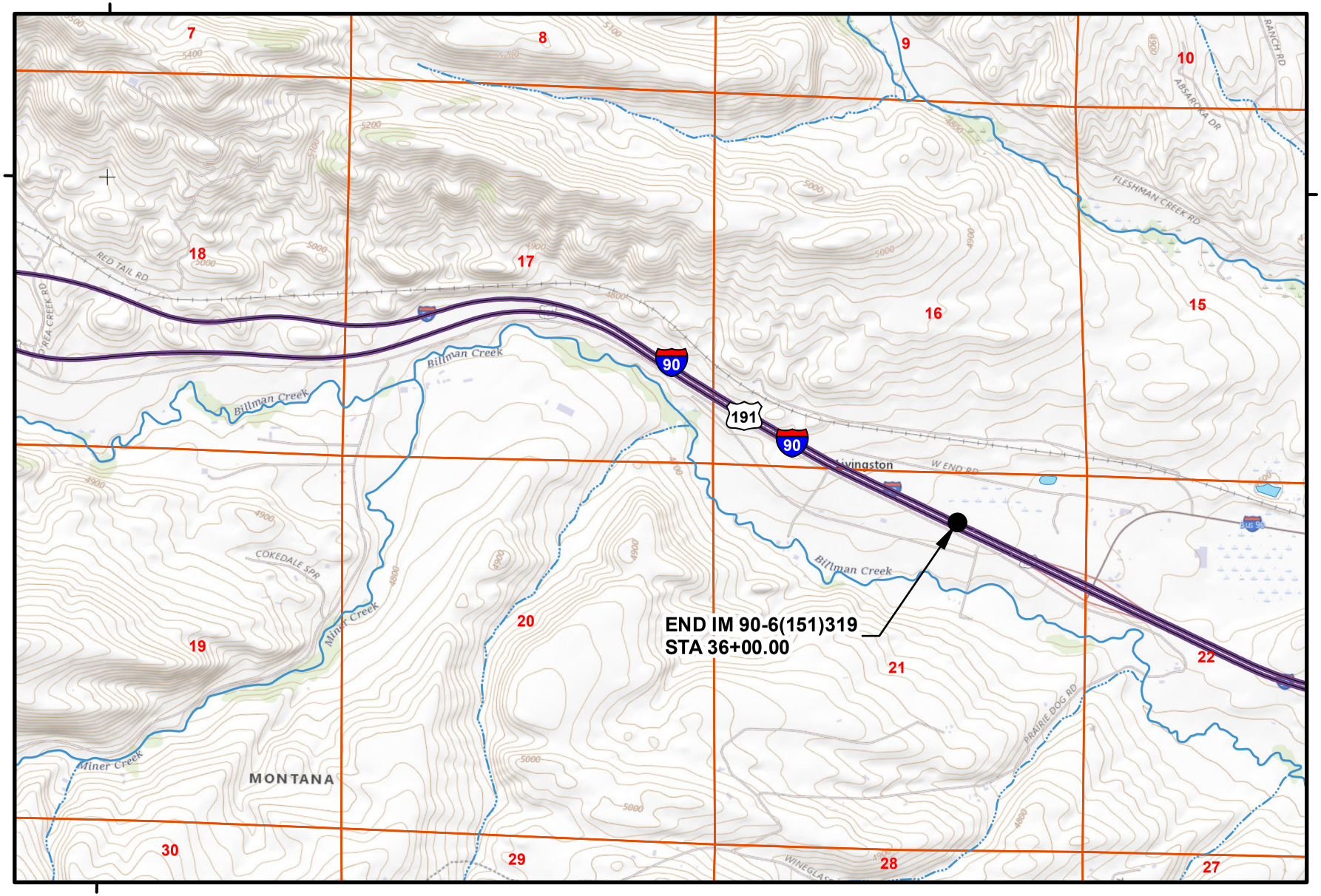
10 of 10

AWARD COPY

MONTANA Department of Transportation

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STANDARD PROVISIONS INDEX

FEDERAL AID PROJECTS **CONTAINS**

Federal Wage Rates (Rev. 1-05-2024)..... 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: MT20240079 01/05/2024

Superseded General Decision Number: MT20230079

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)(1).

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 $17.20 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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 $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

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	01/05/2024

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.

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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

EEO AFFIRMATIVE ACTION REQUIREMENTS ON FEDERAL & FEDERAL-AID CONSTRUCTION CONTRACTS

Federal-aid contractors are hereby notified they are subject to the OFCCP goals and economic areas 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.

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 (statewide) 6.9%

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE
Economic Areas:

152
Non-SMSA (Standard Metropolitan Statistical Area) Counties 4.4%
Daniels, Richland, Roosevelt, Sheridan

153 Great Falls, MT
SMSA Counties
3040 Great Falls, MT 3.2%
Cascade

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, Lake, Lincoln, Madison, Mineral, Missoula, Powell, Ravalli, Sanders, Silver Bow

155 Billings, MT
SMSA Counties
0880 Billings, MT 3.3%
Yellowstone

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

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 non-federally 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.