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 Section, Room 101, 2701 Prospect, Helena, Montana until 9:00 a.m. on December 4, 2025. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

STPP 83-3(7)59 Swan Lake – N & S

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 #16R25
AWARDED ON: DECEMBER 16, 2025
TO: LHC, INCORPORATED

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Christopher Dorrington
Director of Transportation

Contract No.16R25
BB:BB:10542000AWD

AWARD COPY

CURRENT QUESTIONS & ANSWERS

202 - SWAN LAKE-N&S - December 04, 2025

Notifications

No Notices available for this project.

Amendments

-1-

Submitted: Tuesday 02-DEC-2025 02:40 PM

An Amendment has been posted for this project: **AMENDMENT**

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

Clarifications

-1-

Submitted: Friday 14-NOV-2025 01:36 PM

The MDT Nondiscrimination and Disability Accommodation Notice has been updated. The linked notice is hereby incorporated into this contract:

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE **(See end of Q&A).**

-2-

Submitted: Wednesday 03-DEC-2025 11:06 AM

The Paving Geotextile special provision is hereby replaced by the following special provision:

PAVING GEOTEXTILE **(See end of Q&A).**

Questions

-1-

Submitted: Tuesday 25-NOV-2025 12:05 PM

Company: Schellinger Construction Co., Inc.

Contact: Grant Roberts

It appears there is existing concrete pads within the area shown on plans for the Remove Bituminous Pavement item. Would the concrete pads need to be removed or would they stay in place?

Answer

Submitted: Tuesday 02-DEC-2025 10:17 AM

The concrete pads will need to be removed. Payment for the removal will be handled in accordance with 109.04.15,000 units of MISCELLANEOUS WORK have been hereby added to the contract. The following bid item quantity has been changed:

104 030 010 MISCELLANEOUS WORK has been increased to 35,000 units. An amendment will be issued.

-2-

Submitted: Monday 01-DEC-2025 09:33 AM

Company: LHC

Contact: Sam Weyers

The typical paving detail shows paving fabric width of 28.0 ft or 14.0 ft per lane. It appears that suppliers only have roll in 12.5 ft widths. Is 12.5 ft an acceptable width per lane?

Answer

Submitted: Tuesday 02-DEC-2025 10:16 AM

14’ per lane of paving fabric will be required. Longitudinal joint overlap of the fabric should be installed per the manufacturer recommendations.

Rev. 10/2025

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, religion, national origin, sex, age, disability, and genetic information.	Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; 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. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:

   i. Statement that PARTY does not discriminate on the grounds of any protected classes.

   ii. Statement that 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 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, 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 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 must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.
b. By signing this agreement the PARTY assures 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. 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 statues 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 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (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, (42 U.S.C. §§ 12131 through 12189), 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 as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

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 paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. 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.

1. PAVING GEOTEXTILE

A. Description. The work is the application of a recyclable paving geotextile saturated with asphalt binder between pavement layers. The function of the paving geotextile is to provide water proofing and stress absorption within the pavement structure. This treatment is an experimental feature being evaluated under this contract.

B. Materials. Furnish PETROMAT Enviro recyclable paving geotextile manufactured by Propex Operation Company, LLC, Chattanooga, Tennessee, 37419 USA, Phone (800) 621- 1273. The paving geotextile is a needle-punched nonwoven geotextile composed of 100% polypropylene / recycled polyester blend, staple fiber and heat calenderer on one side.

1) Paving Geotextile labeling, printing on product, shipment and storage must be in accordance with subsection 622.02.3.

a) Source Approval. Reference 622.02.2 with the following modification: Submit a 1 square yard sample for visual evaluation.

2) Asphalt Binder.

a) Furnish asphalt binder in accordance with section 402 to impregnate, bond and seal the paving geotextile to both the base pavement and overlay must be a paving grade asphalt binder. recommended by the paving geotextile manufacturer and approved by the Engineer, such as PG 58-28 (or equivalent PG asphalt binder).

b) Quantity of the asphalt binder coat as recommended by the manufacturer, generally between 0.20 and 0.30 gallons per square yard, depending on the asphalt retention of the paving geotextile and the condition of the pavement onto which the paving geotextile is to be installed.

c) Submit the asphalt binder and asphalt binder application rate for information purposes.

C. Construction Requirements. This product will be used as an experimental feature. Furnish and apply the product in accordance with the following:

1) Equipment.

a) Furnish asphalt distributor truck capable of spraying the asphalt binder at the prescribed uniform application rate. No streaking, skipping, or dripping will be permitted. The distributor must also be equipped with a hand spray having a single nozzle and positive shut-off valve.

b) Furnish mechanical or manual lay down equipment capable of laying the paving geotextile interlayer smoothly.

c) Furnish, as needed, miscellaneous equipment: such as stiff bristle brooms or squeegees to smooth the paving geotextile; scissors or blades to cut the geotextile; brushes for applying asphalt binder to geotextile overlaps.

2) Before starting full production or after changing sources of bituminous material complete a test section of at least 500 feet long to verify the following: installation of asphalt binder, installation of paving geotextile, proper saturation of paving geotextile.

D. Construction Procedure.

1) A preinstallation meeting is recommended to take place no less than 15 days before construction, including but not limited to Manufacturer's Representative, Engineering Project Manager, Installation Contractor, Key Department Inspection Personnel, and Surfacing Desing Representative. The purpose of the meeting is to review specification requirements, lines of communication, traffic control, installation plan, sampling, and safety.

2) Contact the Experimental Project Manager 14 calendar days prior to the beginning of paving geotextile operations.

3) Ensure the Department's Experimental Project Manager is invited to the Preconstruction and Partnering meetings. Include Tamuna Cullison, Emily Hawley, and Alexandra Nelson in the Preconstruction and Partnering meetings. Contact Tamuna Cullison at 444-7263 or email at tcullison@mt.gov, Emily Hawley at 444-2598 or email at ehawley@mt.gov, Alexandra Nelson at 444-6149 or email at alexnelson@mt.gov.

4) Provide a Manufacturer's Representative at the job site during the installation of

5) the geotextile.

6) Follow the manufacturer's installation guidelines: Installation Guidelines for Petromat Paving Fabrics for instructions on how to properly install the paving geotextile and the subsequent paving materials. Contact manufacturer representative for the installation manual.

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

1) Asphalt Binder is measured in accordance with section 402.05. Asphalt binder is included in the cost of the paving geotextile.

2) Paving Geotextile is measured and paid by the square yard using bid item Miscellaneous Items - SQYD. Seams overlaps and wastage are not measured for payment.

CONTRACT NO. 16R25

Montana Department of Transportation
Construction Contracting Section

Date(s) Issued:
December 2, 2025

A M E N D M E N T S

For The Following Project(s)
To Be Let On:
December 4, 2025

202 – Swan Lake – N & S
STPP 83-3(7)59

REVISED SCHEDULE OF ITEMS
Changing quantity for Item #:

104 030 010 – Miscellaneous Work – 35,000 UNIT

INSTRUCTIONS – READ CAREFULLY
Amendments: Consist of contract revisions to the electronic bid files including added bid items, deleted bid items, or bid item quantity changes. Load the electronic amendment file while in the opened bid file to apply the amendment. The Schedule of Items printout on projects with amendments must show the amendment(s) applied at the bottom of each page to be considered responsive. Bid files for AASHTOWare Project Bids will only be updated for Amendments.

Wade Salyards

Wade Salyards, Section Supervisor
Construction Engineering Services

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 16R25

PROJECT: STPP 83-3(7)59 10542007000 SWAN LAKE - N & S

SECTION: 0001 - SEAL & COVER

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0010	104030010	MISCELLANEOUS WORK	UNIT	35,000.00
0020	104030037	MISCELLANEOUS ITEMS-SQYD	SQYD	95,290.00
0030	109200005	MOBILIZATION	LS	1.00
0040	202020140	REMOVE BITUMINOUS PAVEMENT	SQYD	2,517.00
0050	208010005	PAR BMP ADMINISTRATION-LS	LS	1.00
0060	208010015	AQUATIC RESOURCE MONITOR	LS	1.00
0070	208010150	TEMPORARY EROSION CONTROL-LS	LS	1.00
0080	208010200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0090	210020000	GRADER-MOTOR	HOUR	10.00
0100	210020170	TEST TRAILER-TRANSPORT,SETUP	MILE	96.00
0110	301020416	SHOULDER GRAVEL	CUYD	799.00
0120	401020048	PLANT MIX SURF-1/2 IN	TON	14,081.00
0130	401020300	HYDRATED LIME	TON	197.00
0140	402020090	ASPHALT BINDER PG 58H-34	TON	844.20
0150	402020315	EMULSIFIED ASPHALT-TACK COAT	GAL	596.00
0160	402020320	EMULSIFIED ASPHALT-FOG SEAL	GAL	14,331.00
0170	402020375	EMULSIFIED ASPHALT CHFRS-2P	TON	343.90
0180	403010255	CRACK SEALING	LB	11,596.00
0190	403010257	CRACK FILLING-MASTIC	LB	5,819.00
0200	409000010	COVER-TYPE 1	SQYD	192,419.00
0210	411010000	COLD MILLING	SQYD	1,660.00
0220	411011145	SINUSOIDAL RUMBLE STRIPS	MILE	6.30
0230	610100559	REVEGETATION	LS	1.00
0240	617000000	FOUNDATION-CONCRETE	CUYD	1.00
0250	617523010	SOL SIG-TRAF 1 COLOR-1 WAY 12	EACH	2.00
0260	617673200	SIG STANDARD TYPE 1-200	EACH	2.00
0270	618030015	TRAFFIC CONTROL-FIXED	UNIT	500.00
0280	618030075	TRAFFIC CONTROL-DAY	DAY	60.00
0290	618030230	TRAFFIC CONTROL PLAN	LS	1.00
0300	618040030	FLAGGER-SHIFT	EACH	100.00

SECTION: 0001 - SEAL & COVER

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0310	618040040	PILOT CAR-SHIFT	EACH	200.00
0320	618100001	MOTORCYCLE ADVISORY SIGN	EACH	2.00
0330	618100005	PORTABLE VARIABLE MESSAGE SIGN	EACH	4.00
0340	619010062	SIGNS-ALUM SHEET INCR XI	SQFT	220.60
0350	619010090	SIGNS-ALUM REFL SHEET XI	SQFT	645.90
0360	619010230	REMOVE SIGN	EACH	67.00
0370	619010240	REMOVE SIGN-GUIDE	EACH	10.00
0380	619010310	POSTS-STEEL U SIGN	LB	264.00
0390	619010320	POSTS-STEEL STRUCTURAL SIGN	LB	138.00
0400	619010480	POLES-TREATED WOOD 4 IN	LNFT	456.00
0410	619010490	POLES-TREATED WOOD 5 IN	LNFT	332.00
0420	619010720	FRANG SIGN POST BKWY-S3 X 5.7	EACH	2.00
0430	619011090	DELINEATOR TYPE 1	EACH	408.00
0440	620012955	TEMPORARY STRIPING	LNFT	53,370.00
0450	620013000	STRIPING-WHITE PAINT	GAL	600.00
0460	620013960	STRIPING-WHITE EPOXY	GAL	513.00
0470	620014000	STRIPING-YELLOW PAINT	GAL	284.00
0480	620014960	STRIPING-YELLOW EPOXY	GAL	242.00

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SECTION II
Nondiscrimination Notice
Permit Maps

SECTION III
Standard Provisions & Requirements

SPECIAL PROVISIONS

FEDERAL AID PROJECT NO(S). STPP 83-3(7)59

(REVISED 11-13-25)

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": Question and Answer Forum
- "Standard Specifications for Road and Bridge construction": Standard Specifications June 2025
- The most recent version of the Detailed Drawings: Detailed Drawings
- Materials Manual of Test Procedures: Materials Manual November 13, 2025

The latest version of the Standard Specifications, Biannual updates, and revision summaries can be found at the following website: Standard Specifications

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]

The Swan Lake – N & S project is located in Lake and Flathead Counties, north and south of the Town of Swan Lake on Montana Highway 83 (P-83), from reference post (RP) 58.9 to 65.2 (South Section), and from RP 77.6 to 82.7 (North Section). The middle section from RP 65.2 to 77.6 is not included in this contract.

South Section (RP 58.9 to 65.2)

- Mastic crack filling and crack sealing, paving fabric, plant mix overlay, seal & cover, and fog seal.
- Taper cold milling and plant mix overlay on project connections, pullouts, turnouts, and approaches.
- New pavement markings, signing, delineation, wildlife signing upgrades, and low noise centerline rumble strips.

North Section (RP 77.6 to 82.7)

- Mastic crack filling and crack sealing, seal & cover, and fog seal.
- New pavement markings, signing, delineation, and cold milling and plant mix overlay of a MCS Scale Site at RP 80.6.
- New wildlife signing upgrades.

2. CONTRACT TIME – FLEX TIME PROCEED DATE [108]

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 May 4, 2026. 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 50 working days.

3. COORDINATION WITH OTHERS

A. Construction Requirements. Coordinate Swan Lake – N & S project with other contractors working on projects along Highway 83, including, but not limited to the project listed below.

1) Coordinate with future awarded contractor on construction project Groom/Hall Cr-1M W of Swan Lake, STPB 83-2(19)71, UPN 8887000 to minimize public disruption and traffic control issues. Project is slated for construction in 2026. Project Groom/Hall Cr-1M W of Swan Lake will take precedence over Swan Lake – N & S.

B. Method of Measurement and Basis of Payment. All of the work entailed by this provision is considered incidental to and absorbed in the various bid items of the contract. No separate payment will be made.

4. CONTRACT DOCUMENTS [102] (REVISED 6-5-25)

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

1) Table of Contractor's Submittals. (Revised 6-5-25)
2) Traffic Control Rate Schedule (Revised 3-9-23)
3) Erosion Control Rates (Revised 1-09-25)

5. DBE-SBE BIDDING REQUIREMENTS [102] (REVISED 9-18-25)

A. Rescind Standard Specification 103.10 Subcontractor Report.

B. Rescind Standard Specification 102.07B and replace it with the following:

Ensure bids submitted using the EBS (Electronic Bidding System) format contain a Proposal guarantee, an EBS generated Proposal, Schedule of Items, and DBE requirements when applicable.

Written changes to the Schedule of Items, or a bidder's non-submission of every page from the AASHTOWare Project BidsTM EBS file, (including all Schedule of Items pages, Bidders List page, and all DBE pages), automatically renders the bid non-responsive, and the bid will not be read or considered.

Acknowledge addenda using the amended EBS project file to generate the Proposal, Schedule of Items and DBE requirements. It is the bidder's responsibility to ensure that they acquire and apply addenda files when applicable.

C. Standard Specification 102.07C Determination of Bid Responsiveness, is modified to include the following:

Bidders List. The bidders list file must be attached and include the required information for the prime contractor, subcontractors and suppliers that provided a quote for this project, as outlined in 49 CFR 26.11.

If using a supplier, complete the linked worksheet to help determine if the supplier is a regular dealer or distributor. Select Supplier – Dealer or Supplier – Distributor when adding an SBE or DBE in AASHTOWare Project Bids. DBE Regular Dealer/Distributor Form

D. Standard Specification 102.08 Rejection of Bid Proposals, is modified to include the following:

- Failure to provide a Bidders List.

6. LABOR REQUIREMENTS [102] (REVISED 9-19-24)

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).

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

7. 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.

8. 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.

9. BIDDER'S PROPOSED AGGREGATE SOURCE(S) [103] (REVISED 8-07-25)

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 ECCS form MDT-CON-106-02-3 in accordance with Subsection 103.11.

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

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

11. DOMESTIC MATERIALS REQUIRMENTS [106] (REVISED 11-13-25)

A. Steel and Iron Materials. Furnish iron and steel materials in accordance with subsection 106.09. A manufactured product consisting primarily of steel and iron as defined in 23 CFR 635.410 is accepted under subsection 106.09.

B. Construction Materials. 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.

C. Manufactured Products. Furnish manufactured products as defined in 2 CFR 184.3 that meet the requirements of 23 CFR 635.410. Beginning with the letting of November 13, 2025, the final fabrication of all manufactured products must occur in the United States. Beginning with the November 12, 2026 bid letting, the product must be manufactured in the United States and the cost of the components of the manufactured product that are mined, produced or manufactured in the United States must be greater than 55% of the total cost of all components of the manufactured product.

With respect to precast concrete products that are classified as manufactured products, ensure the components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both meet the requirements of subsection 106.09.

D. General. Domestic materials 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).

Refer to the decision tree in Section 3.5 of MT 601 to aid in appropriately categorizing specific materials.

Submit Form MDT-MAT-407 “Manufacturer’s Certificate of Compliance” for every material identified as a construction material or manufactured product. Do not incorporate materials covered by Form MDT-MAT-407 into the project until all required documentation is submitted to the Department. Ensure suppliers and manufacturers understand the domestic material and contract requirements to supply the required materials and associated 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 either “construction materials” or “manufactured products” by their respective 9-digit material codes in section MT 601 of the Montana Materials Manual. 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 the appropriate documentation as defined above is required.

The Department further recognizes there will be situations when a product or material may not be addressed in MT 601. In these cases, submit certification of the material’s domestic origin appropriate for the material classification to the Project Manager prior to installation.

The US DOT has found that it is in the public interest to issue a waiver of domestic preferences in certain situations. For construction materials and manufactured products, 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, the existing de minimis standard for iron and steel under subsection 106.09 continues to apply.

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

12. DEPARTMENT CONSTRUCTION TRAINING [108] (REVISED 4-24-25 M)

Do not work during the Department’s statewide construction training which will be held March 2, 2026 through March 6, 2026. No time will be charged for Contracts with active construction during this period.

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

The following consultants performed work on the project.

- Sanbell

14. 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.

15. ENVIRONMENTAL SPECIFICATIONS [208]

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

Work in Bear Habitat	Subsection 208.03.4E

16. PROTECTION OF AQUATIC RESOURCES [208]

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 58.98 to 59.42 – wetlands on both sides.
(2) RP 60.0 to RP 60.23 – wetlands on west side.
(3) RP 61.18 – wetlands surrounding Squaw Creek.
(4) RP 61.29 to 61.33 – wetlands on west side.
(5) RP 61.59 – wetlands surrounding Perry Creek.
(6) RP 63.92 to RP 63.99 – wetlands on both sides.
(7) RP 64.10 to RP 64.12 – wetlands on both sides.
(8) RP 64.62 to RP 64.67 – wetlands surrounding Soup Creek.
(9) RP 65.08 – wetlands on both sides.
(10) RP 79.76 – wetlands surrounding Johnson Creek.
(11) RP 81.98 to RP 82.47 – wetlands in east side ditch.

B. Additional aquatic resources may be present within the project limits. Coordinate with the Project Manager to identify these areas in the field. The Soup Creek, Swan Lake, and the Swan River documented bull trout occupied streams and are designated bull trout critical habitat within the project area. Impacts to aquatic resources may result in violation of the Endangered Species Act.

C. 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.

a) Conduct work in a manner that avoids impacts to aquatic resources. Prevent all material from entering aquatic resources.

b) 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. The Project Manager will coordinate with the Aquatic Resource Monitor (ARM) prior to any modification approvals.

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

(1) A stable physical barrier that prevents 100% of material from entering aquatic resource areas.
(2) Modified sweeping and brooming methods.
(3) Pickup and disposal of millings and/or chips. Millings must be treated as a solid waste.

d) Stop work and immediately notify the MDT Project Manager if any material enters any aquatic resource. The Project Manager will direct the resumption of work only after the non-compliance is resolved.

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

D. Method of Measurement. Work and materials to protect aquatic resources and threatened and endangered species is measured by the lump sum.

E. Basis of Payment. Include the costs to install, maintain, monitor, and remove BMPs in the contract unit price for PAR BMP Administration-LS.

17. 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.

18. AQUATIC RESOURCE MONITOR (ARM) [208]

A. Description. This contract requires a Prequalified Aquatic Resource Monitor (ARM) to provide oversight and guidance to the Contractor during the construction phase of the project. The ARM will assist the Department in ensuring Contractor compliance with Subsection 208.03.2 and the Endangered Species Act during construction of the work.

B. Contractor Requirements.

1) Use a pre-qualified Aquatic Resource Monitor to complete the work required in the contract. A list of prequalified contractors is located at the following website: http://www.mdt.mt.gov/business/contracting/prequalified.shtml.

2) Coordinate with the ARM through the Project Manager to schedule attendance at the following:

a) The preconstruction meeting,

b) The monitoring of all activities in areas of aquatic resources, and

c) The post-construction final walk-through.

3) Notify the Project Manager and the ARM no less than 5 working days in advance of changes in schedule related to activities near aquatic resource areas.

4) Report any change in plan, or issues related to the protection of aquatic resources to both the Project Manager and the ARM.

5) Perform construction related activities with the potential to impact aquatic resources per the approved aquatic resource protection plan and under the oversight of the ARM.

6) Self-report non-compliance to the Project Manager immediately.

C. ARM responsibilities.

1) Review Contractor's aquatic resource protection plan and coordinate proposed modifications of BMPs with the Project Manager and the Contractor prior to initiation of the work.

2) Assist in identifying, verifying, and marking aquatic resource areas/limits in the field by visual inspection.

3) Oversee installation of BMPs proposed by the Contractor at specified locations.

4) Coordinate proposed BMP modifications with the Project Manager and the Contractor during performance of the work.

5) Coordinate with the Project Manager and Contractor to determine the final locations and orientation of BMPs, and field fit other BMPs as needed.

6) Oversee performance and effectiveness of the implemented BMPs during operations.

7) Oversee BMP removal and reclamation action.

8) Immediately notify the Project Manager of any non-compliance. The ARM has the authority to stop work under direction of the Project Manager until the situation is brought into compliance.

9) Submit Draft inspection form(s) and supporting documentation to MDT for review.

10) Submit Final inspection form(s) and supporting documentation to FHWA, MDT, and other regulatory agencies.

D. Method of Measurement and Basis of Payment. Aquatic Resource Monitor is measured and paid for in the lump sum bid item AQUATIC RESOURCE MONITOR.

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

19. CONSERVATION AND COORDINATION MEASURES FOR BULL TROUT [208]

A. Description. Bull trout, a threatened species protected under the Endangered Species Act, are documented to use the Swan River, Soup Creek, and Swan Lake, which are designated critical habitat for bull trout. Contact the Project Manager for coordination with the District Biologist if you have any questions regarding this authorization.

1) Stop work and immediately notify the MDT Project Manager if any material enters an aquatic resource listed above as bull trout occupied streams or bull trout critical habitat. Non-compliance will be documented and reported to the U.S. Fish and Wildlife Service (USFWS). The Project Manager will direct the resumption of work only after the non-compliance is resolved.

2) Conduct project-related activities outside of construction limits in a manner which will not adversely affect species and/or designated critical habitat listed under the Endangered Species Act.

20. PLANT MIX SURFACING MIX DESIGN TRANSFERS [401] (ADDED 5/15/2025)

Submit a mix design in accordance with Section 401. The following mix design considerations will be made for contracts requiring binder meeting the requirements of AASHTO M 332.

1) For contracts specifying 58V-34 or 58H-34, an unexpired, verified and approved PG 70-28 mix design may be considered for transfer provided it is modified to use the contract specified M 332 MSCR binder.

2) For contracts specifying 58H-34, an unexpired, verified and approved PG 64-28 or 58V-34 mix design may be considered for transfer provided it is modified to use the contract specified M 332 MSCR binder.

3) For contracts specifying 58S-34, an unexpired, verified and approved mix design utilizing the binder grades above will be considered for transfer provided it is modified to use the contract specified M 332 MSCR binder.

The contract specified binder will not be changed and not all mix designs described above may be eligible for transfer. Submit form MDT-MAT-009 to document the original mix design change of binder grade to the contract specified M 332 binder grade.

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

This is a Category II project.

22. FOG SEAL OVER SEAL & COVER [409]

A. Description. The work is applying a fog seal coating over chip sealed surface.

B. Reserved.

C. Construction.

1) Apply fog-seal immediately after initial sweeping and brooming. Ensure surface is clean and dry. Follow manufacturer’s recommendations for temperature and surface conditions. Provide structure protection in accordance with Subsection 410.03.9.

2) Before starting full production, complete a test section of at least 2000 feet long to verify the application rate and adjust accordingly. Demonstrate a uniform application of fog seal producing 100% coverage of surface after curing. Do not adjust the application rate beyond the allowable tolerance without the approval of the Project Manager.

3) Apply fog-seal to all areas identified in the plans. Use nozzle size recommended by manufacturer. Meet all applicable requirements of Section 407. Overlap adjacent passes.

4) Open to traffic only after fog-seal has fully cured. If the fog seal is applied too heavily, apply blotter material consisting of crusher reject natural fines as directed. Blotter will

not be measured and paid for; all costs are included in the cost of the fog seal. Do not perform final sweeping and brooming on chip seal covered by fog seal.

D. Method of Measurement and Basis of Payment. Emulsified asphalt for fog sealing is measured and paid for as described elsewhere in the contract.

23. STEEL STRUCTURES [556] (ADDED 6-05-25)

Rescind Section 556 Steel Structures and replace with the following:

A. Description. This work is the furnishing, fabricating, painting, and erecting of steel structures and the steel structure portions of composite structures.

The Department uses 490 pounds per cubic foot to calculate the weight of structural steel.

The weights of rolled shapes and plates up to and including 36 inches in width are computed based on their nominal weights and dimensions as shown on the shop drawings. One-half of the allowed percentage of overrun in weight as tabulated in ASTM A6 will be added to the nominal weights of plates exceeding 36 inches in width. The weight is computed on the basis of rectangular dimensions for all plates and overall lengths for all structural shapes with no deductions for copes, slips, sheared edges, punching, borings, milling, or planing. When parts can be economically cut in multiples from materials of larger dimension, the calculated weight is that of the material from which the parts are cut.

Bolts, nuts, and washer weights are the calculated weight in the AISC Manual of Steel Construction.

Weld metal weight is not computed.

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

Bearing Assembly Anchor Bolts for Bridges	711.13
Bolts and Nuts	711.07
Castings	711.12
Compression Joint Seals	711.15
Elastomeric Bearing Devices	711.14
Fiber-reinforced Pads for Bearing Plates	711.16
Galvanized Metal	711.08
High Strength Bolts	711.06
Pins and Rollers	711.04
Structural Steel	711.02
Structural Steel Tubing	711.03
Welding Electrodes	711.05
Welded Stud Shear Connectors	711.09

C. Construction Requirements

For the fabrication of steel structures, follow AASHTO LRFD Bridge Construction Specifications, and the AASHTO LRFD Steel Bridge Fabrication Specifications. unless otherwise specified in the contract.

D. 556.03.1 Pre-Qualification for Steel Fabricators

Use metal fabricators that are pre-qualified under the AISC Quality Certification Program for the items listed below. The Department will make an exemption for new manufacturing plants that are of the same ownership as an existing certified plant, provided the new manufacturing plant operates under the same quality assurance and control programs as the certified plants, modified to address any production differences, and all fabrication is performed under the direct supervision of a quality assurance and control manager provided by an existing pre-qualified plant. Direct supervision means that the quality assurance and control manager is on site during all fabrication performed in the new fabrication plant and is responsible for the

quality assurance and control activities. For new manufacturing plants, submit and receive approval of any proposed modifications to the parent plant's quality assurance and control program prior to beginning production. Allow 30 business days from the date submitted for Department review and approval. New manufacturing plants may operate under the parent plant's quality assurance and control programs for a maximum of 18 months from the date of opening. Items not listed may be fabricated by non-certified shops. Use metal fabricators having the following AISC quality certification categories:

1) Use fabricators having Advanced Bridges (ABR) certification to fabricate the following:

a) Fracture critical members and attachments. Fabricators must have the Fracture Critical Endorsement (F).

b) Tub, trapezoidal or closed box girders, large or non-preassembled trusses [over 200 feet] cable supported bridges, bascule bridges, arches, and bridges with tight radius.

2) Use fabricators having Intermediate Bridges (IBR) certification to fabricate the following:

a) Fracture critical members and attachments. Fabricators must have the Fracture Critical Endorsement (F).

b) Rolled beams with field or shop splices, either straight or with a radius over 500 feet.

c) Built-up I-shaped plate girders with constant depth, either straight or with a radius over 500 feet.

d) Built-up I-shaped plate girders with variable web depth (e.g., haunched), either straight or with a radius over 1000 feet.

e) A truss with a length of 200 feet or less that is entirely or substantially pre-assembled at a certified facility and shipped in no more than three sub-assemblies.

f) Welded floor beams.

g) Diaphragms for horizontally curved girders.

3) Use fabricators having Simple Bridges (SBR) certification to fabricate the following:

a) Non-spliced rolled beams.

b) Non-spliced rolled floor beams.

c) Non-spliced rolled diaphragms for straight girders (does not include diaphragms used for concrete beams).

4) Use fabricators having an SBR or Bridge and Highway Metal Component Manufacturers certification to fabricate the following:

a) Bridge expansion joints.

b) Steel grid decking.

c) Bridge expansion bearings.

d) Overhead sign bridge and cantilever sign structures.

e) Lighting poles and anchor bases.

E. 556.03.2 Submittals

1) Fabrication Drawings. Prior to fabricating members, submit fabrication drawings and include the following information. The Department will have 20 calendar days to review.

a) An erection layout with each member assigned a production number.

b) A tentative fabrication schedule.

c) Denote any changes from the details in the contract.

d) All dimensions, geometrical information, details, and other data required for fabrication. Include camber information, blocking diagrams and shop splices.

e) Denote specification, grade, finish, required toughness testing and required surface preparation for all steel plates, shapes, pipes, tubes, bars, and all miscellaneous hardware such as shear studs, bolts, stud bolts, threaded rods, nuts, and washers.

f) Identify the applicable specification for galvanized items. Specify paint type, manufacturer and recommended dried film thickness for each coat applied in the shop for painted items. Also identify surface preparation for each item to be painted. For paint requirements see Sections 612 and 710.

g) A list of field bolts and other items furnished by the fabricator:

h) Appropriate weld sizes, symbols, requirements for non-destructive testing, heat cambering and bending procedures. Provide welding certifications and welding procedure specifications and any supporting documentation for all welding required for fabrication. For welding requirements see Section 624; and

i) Welding Procedure Specification (WPS) identification is required in the weld symbol tail for all weld symbols shown on the shop drawings.

Submit shop drawings of welding procedures and design calculations. Ensure the submittal includes all information required to check the structural accuracy and fabrication procedures for the structure.

Structural shop drawings must be designed and stamped by a professional engineer registered and licensed to conduct engineering in the State of Montana.

Do not begin fabrication until the Department approved drawings are received by both the plant and the Project Manager. Coordinate the fabrication schedule with the Project Manager.

2) Certificate of Compliance. Furnish a manufacturer's Certificate of Compliance for all bolts, nuts, washers, and load indicator washers. Include documentation in accordance with Subsection 106.09 and test reports performed on the finished bolt confirming that all of the materials provided meet the requirements of the applicable AASHTO or ASTM specification. The documentation must include the name and address of the test laboratory, the date of testing, lot identification and the sample sizes of bolts and nuts used for each test performed for the certification.

Submit the following items before installation: The Department will have 20 calendar days to review.

a) The certification from the supplier showing that all tests required by the AASHTO and ASTM specifications have been performed. Include the date and location of those tests, as well as the production lot numbers, and the sample sizes used for each test performed with the certification.

b) The certification from the supplier showing that the wedge tests and rotational capacity tests have been performed. Also show production lot numbers, dates, locations, and sample sizes of these tests and who performed them.

c) Three bolt, nut, and washer assemblies from each rotational capacity test lot for verification by the Department.

d) Do not install fasteners prior to receiving approval.

F. 556.03.3 Mill and Shop Inspection

1) Inspection of Work. Do not begin manufacturing or shop fabrication until the Department's Inspector has inspected the shop.

2) Facilities for Inspection. Furnish facilities for inspecting the material and workmanship in the mill and shop. Always allow the Inspector free access to the work.

3) Inspector's Authority. The Inspector may reject material or work not in accordance with the specifications. In case of dispute, the Contractor may appeal the Inspector's decision to the Project Manager.

4) Mill Test Reports. Provide the Project Manager signed documentation in accordance with Subsection 106.09. Certify all steel meets the project specifications. Identify each piece of steel with a mark number on the mill test report.

5) Facilities for Testing. Furnish, at Contractor expense, test specimens, labor, testing machines, and tools to make the specimens and tests.

6) Rejections. Material or finished members accepted by the Inspector may be rejected if the material is subsequently found defective. Replace or repair rejected material at Contractor expense.

G. 556.03.4 Storage and Handling of Materials

Mark alloy and high-strength steels as required by the AASHTO LRFD Bridge Construction Specifications. Mark material required to meet a Charpy requirement for identification.

1) Store materials off the ground and keep them clean and dry.

2) Place and store girders upright.

3) Support long members, including but not limited to columns, chords, and girders on blocks spaced to prevent deflection.

4) Store high-strength fastener components in accordance with the manufacturer's recommendations.

5) Store the bolts and nuts in the original containers until used.

6) Protect from dirt and moisture.

7) Remove only as many fasteners from protected storage as can be tightened during a work shift and return unused fasteners to protected storage at the end of each work shift.

H. 556.03.5 Quality Control

Prepare and submit a quality control (QC) plan for ensuring the quality of all work and conformance to specifications. The Department will have 20 calendar days to review.

Ensure that all nondestructive testing (NDT) is performed by personnel qualified in conformance with the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A to minimum Testing Level II for the individual methods. Ensure that the QC plan meets the following minimum requirements:

Include descriptions of any necessary pre-work meetings, procedures to verify materials meet approved submittals, and QC testing plan.

1) NDT, Radiographic Inspection. Inspect 100% of all complete joint penetration (CJP) groove welds.

2) NDT, Ultrasonic Inspection. Inspect 100% of all CJP groove welds on plates thicker than ¼-inch.

3) NDT, Magnetic Particle Inspection. Randomly inspect 25% of all welding for each member throughout the entire structure in accordance with AWS D1.5 bridge welding code. The Project Manager reserves the right to select locations for testing.

4) Personnel qualifications. Include the qualifications of the specific individuals that will be performing the QC testing.

5) Quality control manager. Identify the QC manager that will be the primary contact person for all QC communication. Ensure that this person is responsible for all QC work.

6) NDT, Phased Array Ultrasonic Testing (PAUT). This method may be used in place of RT and UT for the inspection of CJP groove welds. Perform all aspects of PAUT inspection in accordance with AWS D1.5, Annex K. Provide, for approval, a submittal package 30 days prior to inspection. Provide all information, qualifications, etc. needed to determine the requirements of Annex K can be met. Include the inspector's history of successful NDT projects specific to PAUT and the requirements of AWS D1.5.

Complete reports of all QC testing as the testing is performed. Identify in the reports any deviations from specifications, standards, or the QC plan and a discussion of why the deviation occurred. Submit any reports containing any deviations, defects, or non-compliance to the Project Manager within 24 hours. Make other reports available upon request. Submit repair plans for approval. The Department will have 3 working days to review.

At the completion of fabrication, and before shipment, provide all QC reports and a certification signed by the quality control manager that contains the following statement and supporting information:

Required Statement: “This is to certify that the quality control plan was followed and that the results of the quality control program indicate that the materials and the construction operations controlled by the quality control plan are in conformity with the approved plans and specifications. Exceptions to the plans, specifications, and quality control plan are described below.”

I. 556.03.6 Pilot and Driving Nuts for Pins.

Furnish 2 pilot nuts and 2 driving nuts for each size of pin unless otherwise specified. Pilot and driving nuts are not required when shoes are assembled at the fabrication plant.

J. 556.03.7 Bolts and Bolted Connections

1) General.

a) When galvanized fasteners are specified, furnish assemblies manufactured with a visible dye, so a visual check verifies the presence of lubricant at installation.

b) When uncoated fasteners are specified, use black fasteners oily to the touch at installation.

c) Use beveled washers to provide full bearing to the head or nut where bolts are used on beveled surfaces.

2) Definitions. Terms are defined in the Steel Structures Technology Center, Inc. Structural Bolting Handbook, 2022 ed. (Bolting Handbook).

3) Unfinished Bolts. Furnish standard unfinished bolts. Furnish bolts that extend through the nuts a maximum ¼-inch.

a) Breakaway Connections. Install breakaway connections in accordance with the breakaway device manufacturer’s recommendations.

b) Temporary Bolts. When used, temporary bolts are required to be of the same diameter as the production bolt and clearly marked or coated to distinguish them from permanent bolts. They are exempt from testing and storage requirements and may be re-used as temporary bolts.

K. 556.03.8 Bolted Connections - High-Tensile-Strength Bolts

Submittals. Prior to installing bolts, submit the following for review and approval. The Department will have 20 calendar days to review.

- Erection Plan. Submit an erection plan meeting 556.03.14.
- Installation Method. Submit the method(s) that will be used:
- Turn of the nut,
- Calibrated wrench,
- Direct Tension Indicator (DTI),
- Tension Control Bolts (twist-off),
- Combined Method (Torque Nut Angle)

1) General. Make bolted connections in accordance with the most current version of Steel Structures Technology Center’s Structural Bolting Handbook (Bolting Handbook), which is a compilation of the Research Council on Structural Connections (RCSC 2020 ed.), AISC (2022 ed.), and AASHTO (4th ed. 2017 with interim) code requirements.

In the event of a conflict between this Special Provision, a code, and the Bolting Handbook, the hierarchy is as follows: 1. This Special Provision, 2. code, 3. Bolting Handbook. All provisions termed as “recommendations” in the Bolting Handbook are contract requirements.

Jobsite Storage. Store bolting components as required in the Bolting Handbook.

Production Lot Traceability. Protect bolt container labels from damage. Maintain lot traceability of each component during storage and handling, so that any component’s lot number will be identifiable until the point of installation.

Component Assembly Condition. Do not install components that are rusty, dirty, or otherwise damaged/compromised.

Tension Control (Twist-Off) Assemblies. Reject tension control components that are rusty or dirty, or otherwise compromised, or have them cleaned and relubricated by the original manufacturer.

Other Components. Reject other components that are rusty or dirty or clean/relubricate according to the Bolting Handbook. Suppliers written recommendations for type and application of lubrication are required and must be applied to all remaining components of the lot(s) in question.

a) Bolt Lengths. Use bolt lengths having the grip-length values in Table 556-1 plus the total thickness of connected material. The values in Table 556-1 consider nut, one flat washer, and bolt point.

Increase the bolt length ⅛-inch if direct tension indicator washers are used.

Adjust the length to the next ¼-inch increment up to a 5-inch bolt and to the next ½-inch increment for bolts over 5 inches.

Table 556-1
Bolt Length Determination

Bolt Diameter	Added Grip Length1
English	
½-inch	⅞-inch
⅝-inch	1-inch
¾-inch	1⅛-inch
⅞-inch	1⅜-inch
1-inch	1½-inch
1⅛-inch	1⅝-inch
1¼-inch	1¾-inch
Metric	
M16	25 mm
M20	30 mm
M22	35 mm
M24	40 mm

Note: Add to total thickness of connected material.

Where beveled washers are used, adjust bolt lengths to account for the use of nonstandard or beveled washers.

b) Bolted Parts. Ensure bolted surfaces in contact with the bolt head and nut do not have a slope of more than 1V:20H to a plane normal to the bolt axis.

Provide a Class B finish, in accordance with AASHTO LRFD Bridge Construction Specifications for all faying surfaces. Restore the Class B finish for faying surfaces that have degraded prior to joint assembly.

c) Washers. Install hardened washer(s) under the turned component and in accordance with the Bolting Handbook.

Pre-Erection Meeting. Schedule a pre-erection meeting to be at least seven calendar days before beginning steel erection and prior to installation of permanent high strength bolts, to review the bolting requirements and the approved erection sequence. The Project Manager, Steel Fabrication Specialist (or their designee), and the bolting crew supervisor(s) are required to attend the meeting. Repeat annually for multi-year projects.

2) Pre-Installation Verification (PIV) Testing. Perform Pre-installation verification procedures in accordance with the Bolting Handbook. Retest when directed by the Project Manager. Use a Skidmore Wilhelm Bolt Tension Measuring Device (BTMD) or equal that has been calibrated by the manufacturer or testing laboratory within the last 12 months. Keep calibration documentation with the BTMD. Notify the Project Manager at least seven calendar

days prior to PIV testing. The Steel Fabrication Specialist or their designee must be present during PIV testing.

For all installation methods, use the same tools for PIV testing that will be used during the installation.

The Steel Fabrication Specialist or their designee will issue a written certification for passing lots. Do not install components without certification.

a) Reuse of previously pretensioned components. Do not reuse previously pretensioned components.

3) Production Bolting. Do not install components from any lot until the lot has passing PIV and Department Lab testing. Repeat sampling and testing (PIV and Lab) for subsequent construction seasons.

Condition. Verify that the condition of the assembly is equivalent to that of the Pre-installation Verification test. Conditions of the assembly and the efficiency of the lubricant can be affected by many factors, including:

a) Exposure to the elements.
b) High temperatures during storage.
c) High temperatures during tightening.
d) Low temperatures during tightening.
e) Additional moisture from snow and rain during pretensioning.
f) Contaminants such as dirt, dust, rust.
g) Loss of lubrication.

If these conditions occur, or if untensioned bolts have been exposed to weather for more than two days, or if bolts have been cleaned and relubricated, repeat the pre-installation verification test on at least 3 assemblies of each length. If any of the test fails, replace or relubricate all components within the affected connection(s).

Re-lubrication. If bolts require relubrication, submit for approval the supplier's written recommendations for type and application of lubrication. Re-lubrication of tension control bolts may only be performed by the manufacturer.

Snugging. Snug tighten structural connections in accordance with the snugging procedures and systematic approach given in the Bolting Handbook. Repeat the snugging cycle over the connection as necessary until all plies are brought into firm contact. A minimum of 2 snugging cycles is required. If firm contact is not achievable, notify the Project Manager.

Pretensioning. Fully tighten bolts in accordance with the pre-tensioning procedures given in the Bolting Handbook.

Turn of the Nut Method. Match mark as described in the Bolting Handbook.

Failures. Report fastener assembly stripping, breaking, or other failures to the Project Manager immediately and stop bolting until the cause of failure has been determined and documented, and the Project Manager approves continuation of pretensioning. Provide broken fastener(s) to the Project Manager.

Connection Acceptance. In the presence of the Inspector, verify each structural connection within 72 hours of completing installation and pretensioning of bolts as described below.

Access. Provide arms-length access to the connection for the Inspector so that they can observe installation or perform verification.

Bolt selection and marking. The Inspector will select and circle ten percent (two minimum) of every bolt length within the connection for verification testing.

Pretension Verification.

Connections with Direct Tension Indicating (DTI) Washers (including Self Indicating DTI washers).

For verification of a completed joint, use a metal feeler gauge to inspect DTI washers on the selected fasteners. Connection fastener tension is acceptable if the selected fasteners meet the feeler gage refusal/acceptance requirements listed in the Bolting Handbook and

manufacturer recommendations/instructions. For passing results, the Inspector will mark the connection, indicating acceptance.

If any fastener checked does not meet the requirements, inspect each bolt in the connection with the feeler gage and continue/complete pretensioning each as necessary. Resubmit the connection for inspection.

Other Connections. Furnish and use a torque wrench that indicates torque by means of a readout or that may be adjusted to give an indication that a defined torque has been reached, to verify tension as follows.

Calibration. Calibrate the torque wrench at least once each inspection day using five fastener assemblies of the same grade, size, and condition as those under inspection. Use a washer under the part turned in tightening each bolt if washers are used on the connection. Use the same material that abuts the part turned in the tension measuring device as used on the connection if washers are not used on the connection. In the calibration device, tighten each bolt to the exact value listed in the Required Minimum Bolt Pretension table in the Bolting Handbook. Apply the torque wrench to the tightened bolt to determine the torque required to turn the nut or head five degrees (approximately one inch at a 12-inch radius), in the tightening direction. Discard the high and low torque values. The inspection torque is the average of the torque values for the other three bolts. Discard any bolts used for calibration.

Verification. Verify the bolts represented by the test bolts by applying, in the tightening direction, the inspection torque to the bolts selected by the Inspector.

Connection fastener tension is acceptable if no nut or bolt head is turned. The Inspector will mark acceptable connection(s) with an indelible marker.

If any nut or bolt head is turned with the inspecting torque, apply the inspection torque to all fasteners in the connection. Once the inspection torque has been applied to all fasteners, the connection is acceptable and the Inspector will mark the connection, indicating acceptance.

L. 556.03.9 Welded Stud Shear Connectors

The type, size or diameter, and length of stud shear connectors are specified in the contract.

Furnish fabrication material and perform welding in accordance with Section 624.

1) Shop Drawing Review. Provide alternate stud locations that will avoid conflict with safety and lifting devices. Ensure that all shear studs are a minimum of 6 inches away from top flange shop splices. Obtain approval from the Bridge Bureau before installing any studs in these alternate locations.

2) Field Removal. Stud shear connectors that are removed in the field must use one of the following removal methods:

a) Cut completely through the stud above the weld.

b) Partially cut the stud above the weld and break off the stud the rest of the way. Prevent damaging the base metal during stud removal.

3) Field Replacement. Replace all stud shear connectors that are removed in the field. Replacement shear studs must be within 3 inches of the original stud location, no closer than 1½ inches from base metal edges, and at least 1 inch between adjacent studs. Follow all the surface preparation, field welding, and testing requirements in accordance with AWS D1.5.

4) Additional Payment. No additional payment will be made for field removal and replacement of stud shear connectors and base metal inspection, repair, or replacement.

M. 556.03.10 Field Welding

Notify the Project Manager and Steel Fabrication Specialist at least 3 working days prior to field welding. Do not weld temporary construction supports to beams, girders, or other main members. Any member with unauthorized field welds, tack welds, or arc strikes will be rejected. Perform welding in accordance with Section 624.

N. 556.03.11 Assembling Steel

Field or shop assemble steel parts as follows:

1) Shop Work. Clean all contacting metal surfaces of deleterious materials before assembling, bolting, or welding. Paint may be applied to contact surfaces after bolting or welding.

Shop assemble and adjust to line and camber all bolted trusses, continuous plate girders, curved steel elements, box girders, I-beam spans, skew portals, skew connections, rigid frames, bents, and towers.

Drill and ream the field splice holes during assembly. Holes for other field connections may be shop drilled or reamed with the connecting parts assembled or drilled or reamed to metal templates with hardened bushings, without assembling.

Use an approved alternate procedure where shop space prevents complete shop assembly of continuous span girders or trusses. The procedure may require adjusting the line and camber of at least two abutting sections of girder for drilling or reaming of field splices if all girder lines for the complete structure are assembled consecutively.

Field butt joints for welded girders may be assembled with abutting members adjusted for line and camber and prepared to fit for welding, subject to Project Manager approval.

Bridge expansion devices must be initially shop assembled to establish the proper fit between the joint parts.

2) Field Work. Assemble the parts as specified in the contract, following the match-marks. Prevent damaging the material while handling. Clean all bearing and member surfaces in permanent contact before assembly.

Splices and field connections must have a minimum of ½ of the holes filled with bolts or erection pins before removing temporary supports or releasing the load from erecting equipment.

Do not place deck forms or other loads on straight steel girders except in accordance with an approved erection plan.

Use erection pins 1⁄32-inch larger than the nominal diameter of the permanent bolts.

3) Drifting of Holes. Use a minimum of two drift pins during assembly to the extent necessary to bring the parts into position without enlarging or distorting the holes or metal. Do not ream holes during field fitting without approval from the Project Manager.

4) Match-marking. Match-mark parts assembled in the shop for reaming field connection holes and provide the Project Manager a diagram showing the marks.

O. 556.03.12 Marking and Shipping

Paint or mark each member with an erection mark and furnish the Project Manager an erection diagram detailing the erection marks.

Furnish copies of material orders, shipping statements, and erection diagrams. Show the individual member weights on the statements.

A shipping statement must accompany the material and be marked to clearly identify it with the delivered material and the relevant domestic material and contract specification certifications.

Mark the weight on members weighing 3 tons or more. Load and unload structural members on trucks or cars without stressing or causing damage.

Pack bolts, loose nuts, or washers of each size separately. Ship pins, small parts, bolts, washers, and nuts in boxes, crates, kegs, or barrels, with the gross weight of each package not exceeding 300 pounds. Plainly mark each shipping container, listing and describing the contents on the outside of each shipping container.

Keep structural material clean and free from damage.

P. 556.03.13 Painting

Clean and paint all iron and steel surfaces in accordance with Section 612.

Q. 556.03.14 Erection

Submit a steel erection plan and specifications meeting the latest editions of the AASHTO LRFD Bridge Construction Specifications and the AASHTO Steel Bridge Erection Guide Specification, that ensures safety, prevents overstressing of the steel, maintains stability,

prevents damage to the work or surroundings, and achieves the proper final geometry. Submit a complete erection plan and specifications for erection of the steel and for any necessary falsework, temporary bracing, temporary bolts, or other items. Describe the sequencing of bolt snugging and pretensioning.

The erection plan and specifications must bear the signature and seal of a professional engineer licensed to practice in Montana. Check and approve before submitting. The Department has 20 calendar days to review and return the submittal.

R. 556.03.15 Falsework

Design, construct, and maintain falsework to support the maximum construction loadings. Check and approve falsework drawings before submitting. The Department has 20 calendar days to review and return the submittal.

S. 556.03.16 Bearing and Anchorage

Place masonry bearing plates in accordance with Subsection 565.03.2.

T. 556.03.17 Placing Anchor Bolts

Place anchor bolts in accordance with Subsection 552.03.13.

U. 556.03.18 Straightening Bent Material

Submit a plan to the Project Manager for approval, for straightening bent material. The Department has 20 calendar days to review and return the submittal.

V. 556.03.19 Pin Connections

Furnish the Project Manager the pilot and driving nuts provided with the steelwork once the work is complete. The members must take full bearing on the pins. Bring pin nuts up tight and burr the threads at the nut face.

W. 556.03.20 Misfits

Correct all misfits, errors, and injuries as a part of the assembly and erection work. Report to the Project Manager all shop work errors that prevent the assembly and fitting of parts with a minimum use of drift pins, reaming, slight chipping or cutting. Obtain Department approval for the correction method. Corrections must be inspected and approved.

X. 556.03.21 Cleanup

Remove all falsework, excavated or unused materials, rubbish, and temporary buildings. Restore all public and private property damaged during construction to its original condition.

Pull, cut off or otherwise remove all falsework piling 1-foot below finished the ground line or streambed, unless otherwise directed. Perform all work affecting the stream channel in accordance with Subsection 208.03.4 before final acceptance.

Y. 556.03.22 Rejections

An Inspector’s acceptance of material or finished members does not prevent later rejection if defects are found. Replace or repair rejected material and work at Contractor expense.

Z. 556.03.23 Girder Profile Survey. Survey the top flange 10th points under steel dead load after completion of erection and before adding any additional dead load. Submit to the Project Manager a minimum of 14 calendar days prior to deck placement.

AA. 556.04 Measurement and Payment. Structural Steel is measured and paid for by the lump sum.

The weight of structural steel in the contract is an estimate only. No guarantee is made that the estimated weight is the correct weight to be furnished. No adjustment in the contract unit price is made if the weight furnished is more or less than the estimated weight.

If changes in the work ordered by the Project Manager vary the weight of steel to be furnished, the lump sum payment is adjusted as follows:

The value per pound of a decrease or increase in the weight of structural steel involved is determined by the following:

Value per Pound = Contract Lump Sum Bid/Estimated Contract Weight

The adjusted contract lump sum amount paid is the contract lump sum bid plus or minus the value of steel involved in the change.

Should the ordered change materially alter the character of the work and the unit cost, compensation for that work is made at an agreed price established before the work is performed. Detail in writing, the changes in procedures and the resulting costs for labor, equipment, and materials to support the agreed price.

Partial payments for structural steel will be made based on the lump sum contract unit price as follows:

1) 90% when erected.
2) 97% when bolted and spot painted.
3) 100% when fully in compliance with the plans and specifications.

24. SPEED FEEDBACK SIGN SIZE [618] (ADDED 8-28-25)

Rescind Subsection 618.03.10 (A) and replace it with the following:

Furnish a Speed Feedback Sign (SFS) with a static sign measuring a minimum size of 36” x 48”.

25. LONG TERM VARIABLE MESSAGE BOARDS [618]

A. Description. Furnish, install, maintain, and remove 4 portable variable message boards (VMS).

B. General.

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

Location	Description
One at the beginning of each work zone	as determined by EPM.

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.

26. SMART WORKZONE WALKBACK FLAGGER REPLACEMENT OPTION (END OF QUEUE DETECTION AND WARNING) [618] (REVISED 5-16-24)

A. Description. Furnish a smart work zone system capable of detecting and protecting the end of queue in lieu of a walk back flagger.

B. General.

1) End of Queue Detection and Warning. Furnish, install, maintain, adjust, and remove smart work zone technology to replace the walk back flagger. Install this system at flagging or signal control operations where a minimum of 10 vehicles are stopped at the location for more than 50% of the time or when sight distance to the signal or flagger is impaired.

a) Install radar sensors at the following signs: W3-3, R2-1, and W3-5.

b) Install a variable message board capable of displaying messages based on the input from the sensors 1500 feet from the estimated max queue location.

c) Adjust the radar sensors and message boards accordingly to protect the end of the queue.

d) Provide an online dashboard capable of showing the systems function and performance in real time; including but not limited to:

(1) traffic speed at the individual sensors.

(2) battery life.

(3) system connectivity; and

(4) message displayed on the variable message board. The following table lists the approved messages to display for each condition:

Average Speed at R2-1	VMS Phase 1	VMS Phase 2
when system is not in use.	Project specific safety message	
> 35 MPH	Signal (or Flagger) Ahead	Reduce speed Ahead
< 34 MPH	Stopped Traffic Ahead	Prepare to Stop
Traffic Stopped at any Sensor	Stopped Traffic Ahead	Prepare to Stop
Fail Safe Mode	Signal (or Flagger) Ahead	Flashing Caution (4 corners)

The system must provide the following:

- A failsafe system if communications go down or a fault is detected in the system for more than 2 minutes.
- A system that will revert to a failsafe mode in which the message board displays the message shown above.
- A network extender if installed in areas with little or no cell network coverage.
- Speed data from sensors at the request of and no cost to the Department.

Sensor and message board locations must be included in the traffic control plan and approved by the Project Manager.

2) Portable variable message signs. Furnish portable variable message signs that can execute the requirements set forth above. Furnish VMS that meet MUTCD requirements including 18” character height.

3) Non-intrusive sensors. Furnish sensors that are portable, non-intrusive, capable of recording speed, detect traffic over multiple lanes, detect stopped traffic, and maintain performance in all weather conditions.

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.

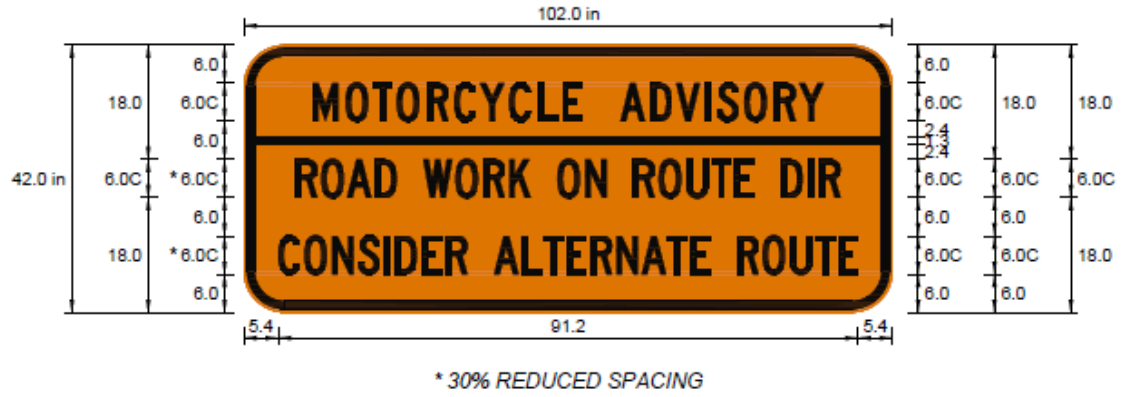
C. Measurement and Payment. Smart Work Zone Systems will be included in the Traffic Control – Lump Sum or Traffic Control - Day bid item.

27. MOTORCYCLE ADVISORY SIGNS [619] (REVISED 9-18-25)

A. Description. This work is the furnishing, installing, maintaining, and removal of motorcycle advisory signs.

B. Materials. Furnish materials meeting the requirements of Subsection 618.02. Furnish ASTM D4956 type VI or higher retro-reflective sheeting.

C. Construction Requirements. Furnish and install the signs shown on the following detail to the required typical cross section and profile grade, meeting Detailed Drawing 618-01, two-post installation, at the locations listed in the contract. The ROUTE will specify the route number, and the DIR will specify the direction of the construction. The sign must meet the height requirements specified on the Detailed Drawing.



** 30% REDUCED SPACING*

For rural intersections install sign(s) on the right shoulder within 1000 feet to 1500 feet in advance of the roadway's intersection. For urban intersections install sign(s) within 200 feet of the roadway's intersection. Adjust sign within the specified distance to prevent obstruction from existing signs.

Install sign(s) no more than 2 calendar days before construction activities begin that change the roadway surface from a paved surface to an unpaved surface. Remove sign(s) within 2 calendar days after the roadway surface has a paved surface.

Coordinate with the Project Manager the date the sign(s) are to be installed, the verification of the sign locations, and the date of removal.

D. Method of Measurement. Motorcycle advisory signs, including all costs associated with labor, materials, tools and equipment required to provide, install and remove are measured by the Each.

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

Pay Item	Pay Unit
Motorcycle Advisory Signs	Each

28. PAVING GEOTEXTILE

A. Description. The work is the application of a recyclable paving geotextile saturated with asphalt binder between pavement layers. The function of the paving geotextile is to provide water proofing and stress absorption within the pavement structure. This treatment is an experimental feature being evaluated under this contract.

B. Materials. Furnish PETROMAT Enviro recyclable paving geotextile manufactured by Propex Operation Company, LLC, Chattanooga, Tennessee, 37419 USA, Phone (800) 621-1273. The paving geotextile is a needle-punched nonwoven geotextile composed of 100% polypropylene / recycled polyester blend, staple fiber and heat calenderer on one side.

1) Paving Geotextile labeling, printing on product, shipment and storage must be in accordance with subsection 622.02.3.

a) Source Approval. Reference 622.02.2 with the following modification: Submit a 1 square yard sample for visual evaluation.

2) Asphalt Binder.

a) Furnish asphalt binder in accordance with section 402 to impregnate, bond and seal the paving geotextile to both the base pavement and overlay must be a paving grade asphalt binder. recommended by the paving geotextile manufacturer and approved by the Engineer, such as PG 58-28 (or equivalent PG asphalt binder).

b) Quantity of the asphalt binder coat as recommended by the manufacturer, generally between 0.20 and 0.30 gallons per square yard, depending on the asphalt retention of the paving geotextile and the condition of the pavement onto which the paving geotextile is to be installed.

c) Submit the asphalt binder and asphalt binder application rate for information purposes.

C. Construction Requirements. This product will be used as an experimental feature. Furnish and apply the product in accordance with the following:

1) Equipment.

a) Furnish asphalt distributor truck capable of spraying the asphalt binder at the prescribed uniform application rate. No streaking, skipping, or dripping will be permitted. The distributor must also be equipped with a hand spray having a single nozzle and positive shut-off valve.

b) Furnish mechanical or manual lay down equipment capable of laying the paving geotextile interlayer smoothly.

c) Furnish, as needed, miscellaneous equipment: such as stiff bristle brooms or squeegees to smooth the paving geotextile; scissors or blades to cut the geotextile; brushes for applying asphalt binder to geotextile overlaps.

2) Before starting full production or after changing sources of bituminous material complete a test section of at least 500 feet long to verify the following: installation of asphalt binder, installation of paving geotextile, proper saturation of paving geotextile.

D. Construction Procedure.

1) A preinstallation meeting is recommended to take place no less than 15 days before construction, including but not limited to Manufacturer's Representative, Engineering Project Manager, Installation Contractor, Key Department Inspection Personnel, and Surfacing Design Representative. The purpose of the meeting is to review specification requirements, lines of communication, traffic control, installation plan, sampling, and safety.

2) Contact the Experimental Project Manager 14 calendar days prior to the beginning of paving geotextile operations.

3) Ensure the Department's Experimental Project Manager is invited to the Preconstruction and Partnering meetings. Contact Rebecca Ridenour at 444-7203 or email at rridenour@mt.gov.

4) Provide a Manufacturer's Representative at the job site during the installation of the geotextile.

5) Follow the manufacturer's installation guidelines: Installation Guidelines for Petromat Paving Fabrics for instructions on how to properly install the paving geotextile and the subsequent paving materials. Contact manufacturer representative for the installation manual.

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

1) Asphalt Binder is measured in accordance with section 402.05. Asphalt binder is included in the cost of the paving geotextile.

2) Paving Geotextile is measured and paid by the square yard using bid item Miscellaneous Items - SQYD. Seams overlaps and wastage are not measured for payment.

29. RADAR-ACTIVATED SOLAR WARNING BEACON

A. Description. Provide a radar-activated solar powered flashing beacon system with a control cabinet, signal, solar panel, battery, radar, and all hardware necessary for a complete beacon system. Also provide an accessible manual/on/off switch to each of the flashing beacons for manual control.

B. Material. Provide a solar powered 12-inch (300 mm) yellow LED traffic signal that meets section 703.08 of standard specifications. Provide a traffic signal with an aluminum housing. Signal housing, visor, and backplate shall be painted black or dark olive-green. Do not include retro-reflective tape on the backplate. Provide a solar panel and replaceable battery capable of powering the signal during the day and night according to the manufacturer's recommendation for the project location. Provide a DC-powered radar detector that operates with the solar flashing beacon and detects a vehicle to a range of at least 600 feet. Provide all necessary wiring between the various components of the installation.

1) Operation. The control unit will operate in the following fashion:

a) The radar detector will detect a vehicle.

b) The detector will actuate a timer causing the beacon to flash.

c) The timer will either time out causing the beacon to quit flashing, or extend the time due to another detected vehicle.

C. Construction Requirements. Install the flashing beacon as shown in the plans. Mount the signal, control cabinet, radar, and solar panel on the pole using manufacturer approved mountings. Install manufacturer approved wiring on the pole between the signal and the control cabinet.

D. Method of Measurement and Basis of Payment. Measurement of SOLAR-SIGNAL-TRAFFIC 1-COL 1-WAY 12 will be per each. Accepted quantities are paid under the bid item SOLAR SIGNAL-TRAFFIC 1-COL 1-WAY 12, which includes payment for the control cabinet, signal, solar panel, battery, radar, and all necessary hardware in the unit price per each. The pole and foundation are paid under separate bid items.

30. PILOT CAR – SHIFT

A. Description: This work is defining, measuring and paying for pilot cars by the shift.

B. Definitions.

1) Dayshift – Any shift that begins and primarily occurs between 5:00 a.m. and 7:00 p.m.

2) Night Shift – Any shift that begins and primarily occurs between 7:00 p.m. and 5:00 a.m.

C. Construction. Provide pilot cars at the locations shown on the Traffic Control Plan.

D. Method of Measurement. Pilot cars will be measured by the number of pilot cars necessary to complete a shift.

1) Items not authorized for separate payment:

(1) Replacing one pilot car with another during a shift.

(2) Relocating a pilot car within project limits during the same shift.

(3) Pilot cars operating in multiple locations during the same shift.

(4) A supervisor providing breaks for a pilot car.

E. Basis of Payment. Include all costs associated with this provision in the unit price bid per each for Pilot Car-Shift.

31. FLAGGER – SHIFT

A. Description: This work is defining, measuring and paying for flaggers by the shift.

B. Definitions.

1) Dayshift – Any shift that begins and primarily occurs between 5:00 a.m. and 7:00 p.m.

2) Night Shift – Any shift that begins and primarily occurs between 7:00 p.m. and 5:00 a.m.

C. Construction. Provide flaggers at the locations shown on the Traffic Control Plan.

D. Method of Measurement. Flaggers will be measured by the number of authorized flaggers necessary to complete a shift.

1) Items not authorized for separate payment:

(1) Replacing one flagger with another during a shift.

(2) Relocating a flagger within the project limits during the same shift.

(3) Flaggers operating in multiple locations during the same shift.

(4) Supervisors providing breaks for flaggers

E. Basis of Payment. Include all costs associated with this provision in the unit price bid per each for Flagger-Shift.

32. TRAFFIC CONTROL PLAN

A. Provide a traffic control plan and written narrative meeting the requirements of the contract and 618. Submit detailed traffic control plans on aerial overlays. Specifically, address any contract-specific sequence of operations.

B. Method of Measurement. Traffic control plans are measured by Lump Sum. All work associated with creating, submitting, correcting, updating and meeting the contract's requirements is considered incidental to the item.

C. Basis of Payment. Partial payments for the Traffic Control Plan will be based on the lump sum contract price at the rates listed below.

Progress estimate payment	Percent of lump sum item
First partial payment after start of contract work	80
Estimate paying 60% of original contract amount	20

33. REVEGETATION

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

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

Reclamation Seed Mixture			Broadcast Seeding Rate		
Scientific Name	Common Name	Variety	PLS / sq. ft.	% of Mix	Pounds PLS/ acre
Poa secunda	Canby bluegrass	Canbar	85	90	4.0
Bromus marginatus	Mountain brome	Bromar or Garnet	11	10	6.0
		GRAND TOTAL	95	100	10.0

C. Construction Requirements.

1) Salvage available topsoil to replace over disturbed areas.

2) Immediately following topsoil placement, dry broadcast seed with the seed mix and equivalent rates. Following broadcast seeding, rake the areas to incorporate the seed into the upper ¼ to ½ inch of soil.

D. 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.

Rev. 08/2025

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, religion, national origin, sex, age disability, and genetic information.	Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed, social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; 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. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:

   i. Statement that PARTY does not discriminate on the grounds of any protected classes.

   ii. Statement that 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 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, 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 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 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. 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 statues 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);
- 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.*).

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 STPP 83-3(7)59
PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION STATE MAP - MONTANA

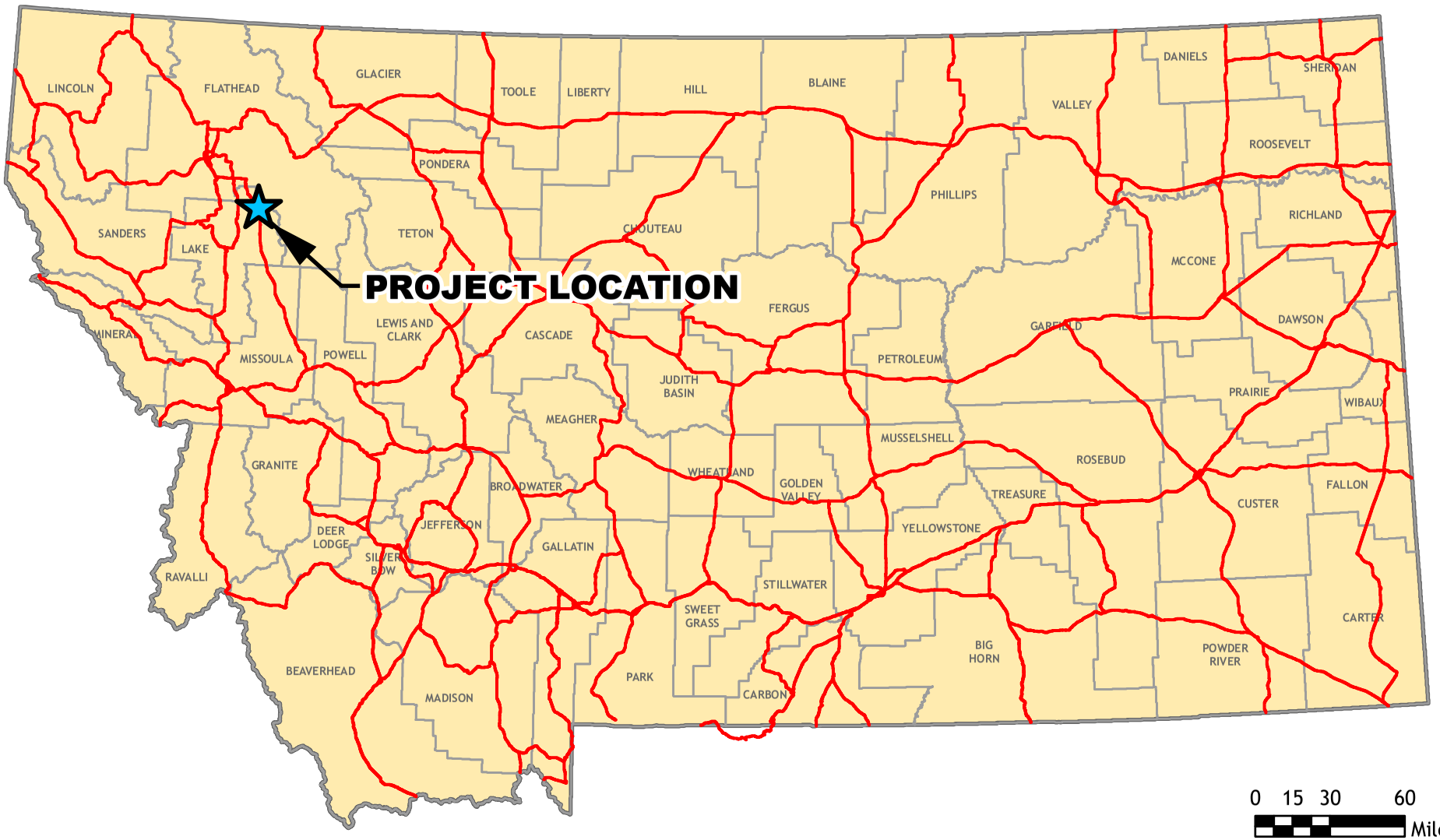
MONTANA
Department of Transportation

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SECTION II

3 OF 12

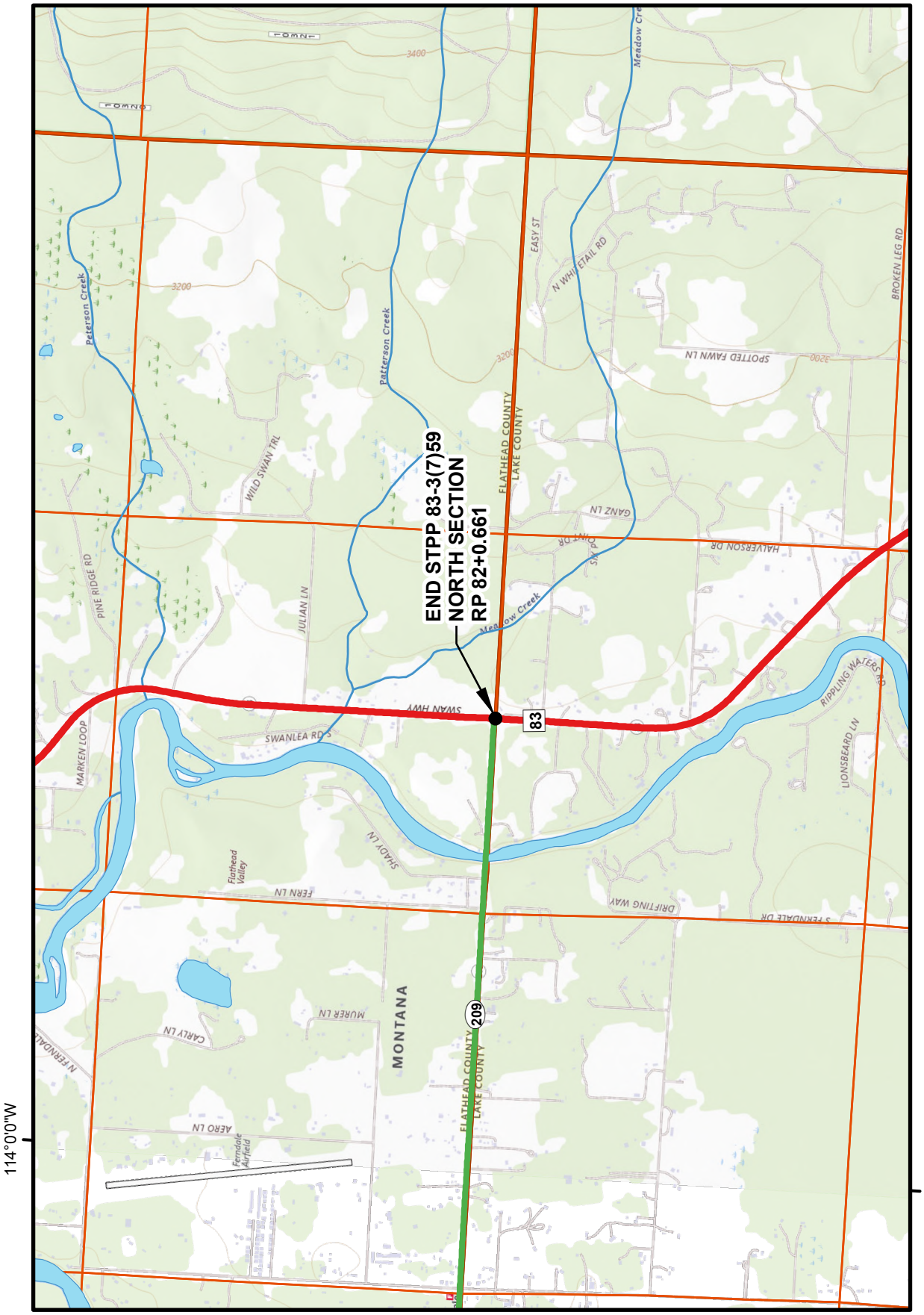
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FEDERAL AID PROJECT STPP 83-3(7)59
PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION QUAD MAP - LAKE & FLATHEAD COUNTIES 1 OF 7

MONTANA
Department of Transportation

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SECTION II

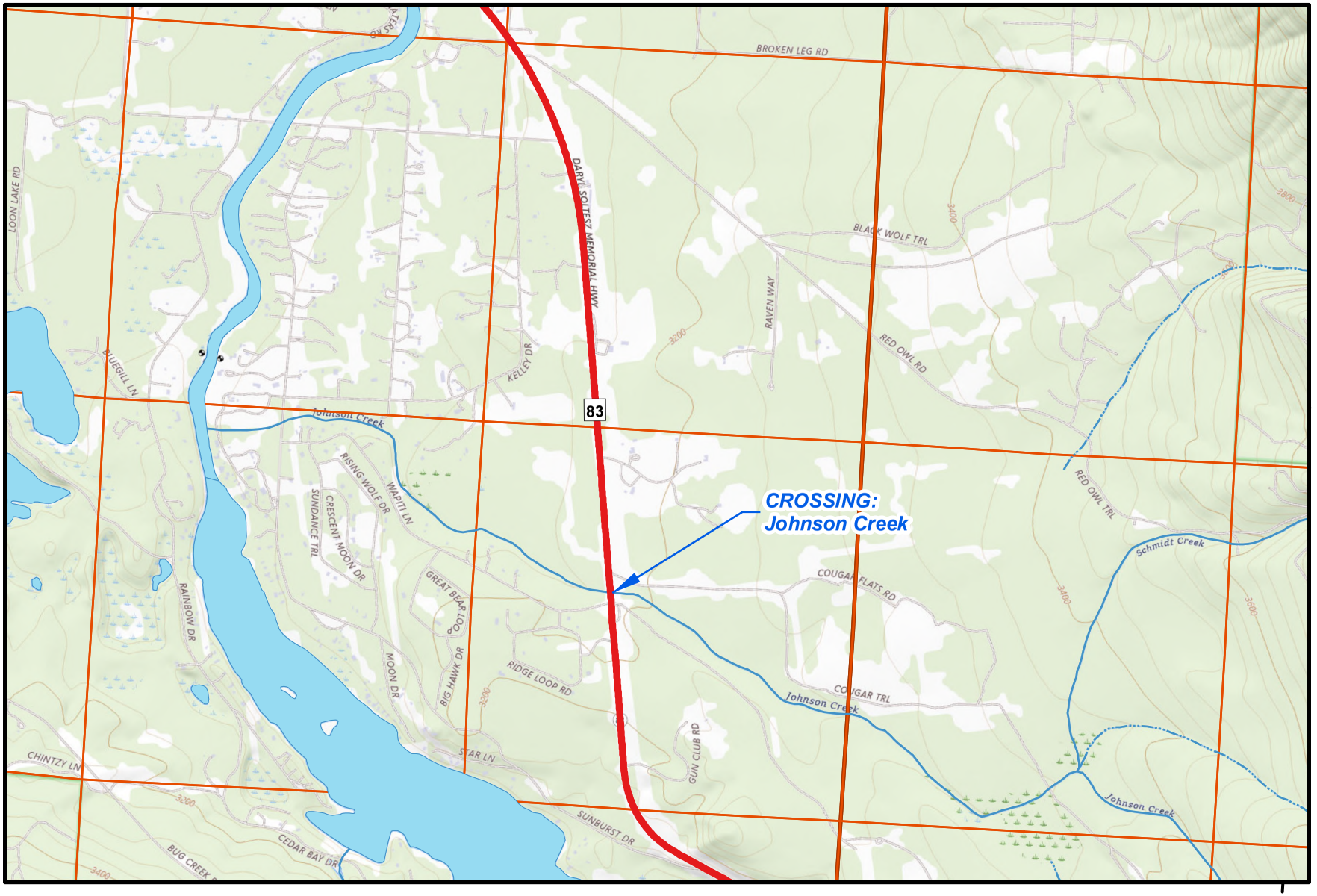
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FEDERAL AID PROJECT STPP 83-3(7)59
PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION QUAD MAP - LAKE & FLATHEAD COUNTIES 2 OF 7

MONTANA
Department of Transportation

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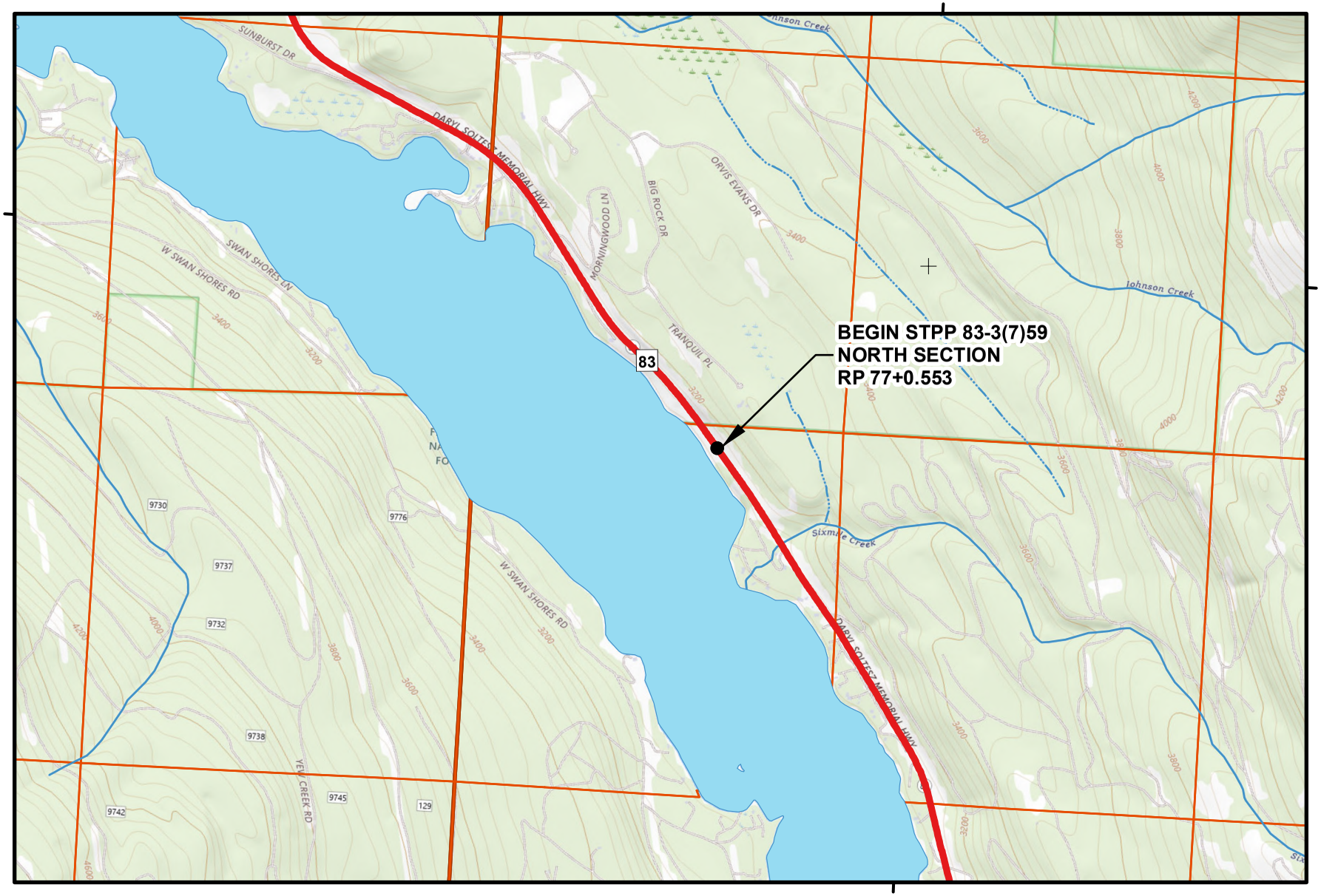
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FEDERAL AID PROJECT STPP 83-3(7)59
PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION QUAD MAP - LAKE & FLATHEAD COUNTIES 3 OF 7

MONTANA
Department of Transportation

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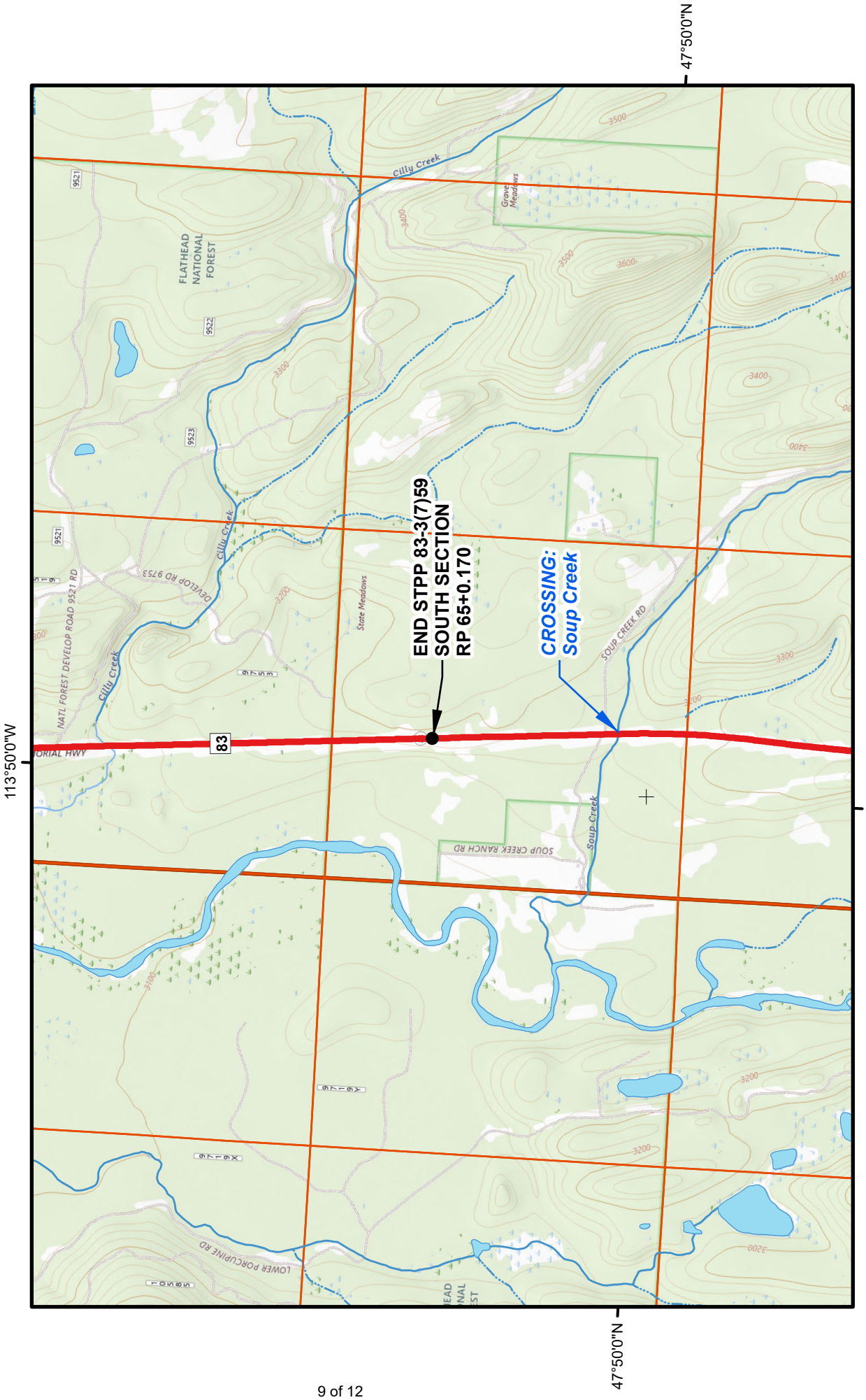


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FEDERAL AID PROJECT STPP 83-3(7)59
PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION QUAD MAP - LAKE & FLATHEAD COUNTIES 4 OF 7

MONTANA
Department of Transportation

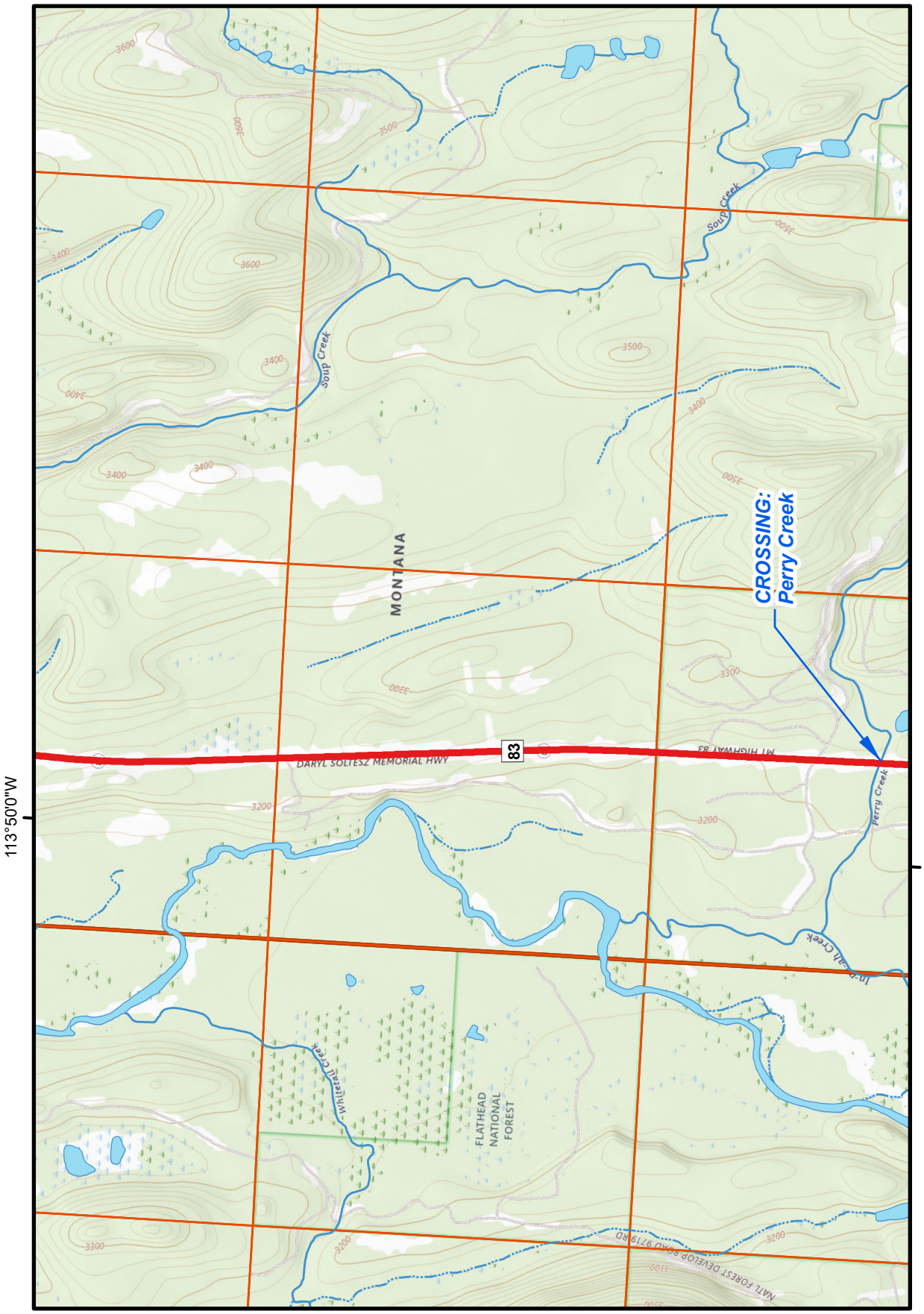
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FEDERAL AID PROJECT STPP 83-3(7)59
PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION QUAD MAP - LAKE & FLATHEAD COUNTIES 5 OF 7

MONTANA
Department of Transportation

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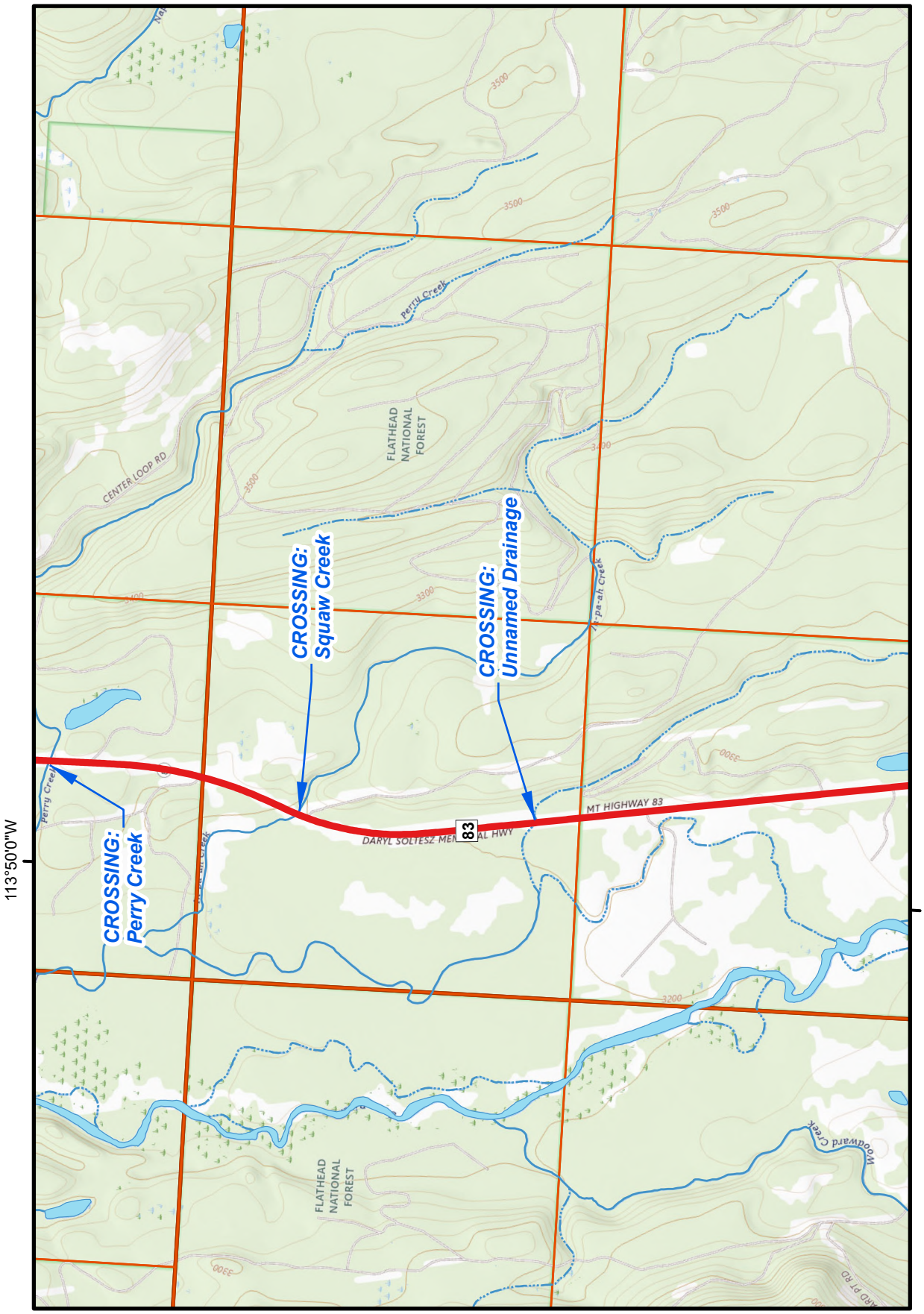


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PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION QUAD MAP - LAKE & FLATHEAD COUNTIES 6 OF 7

MONTANA
Department of Transportation

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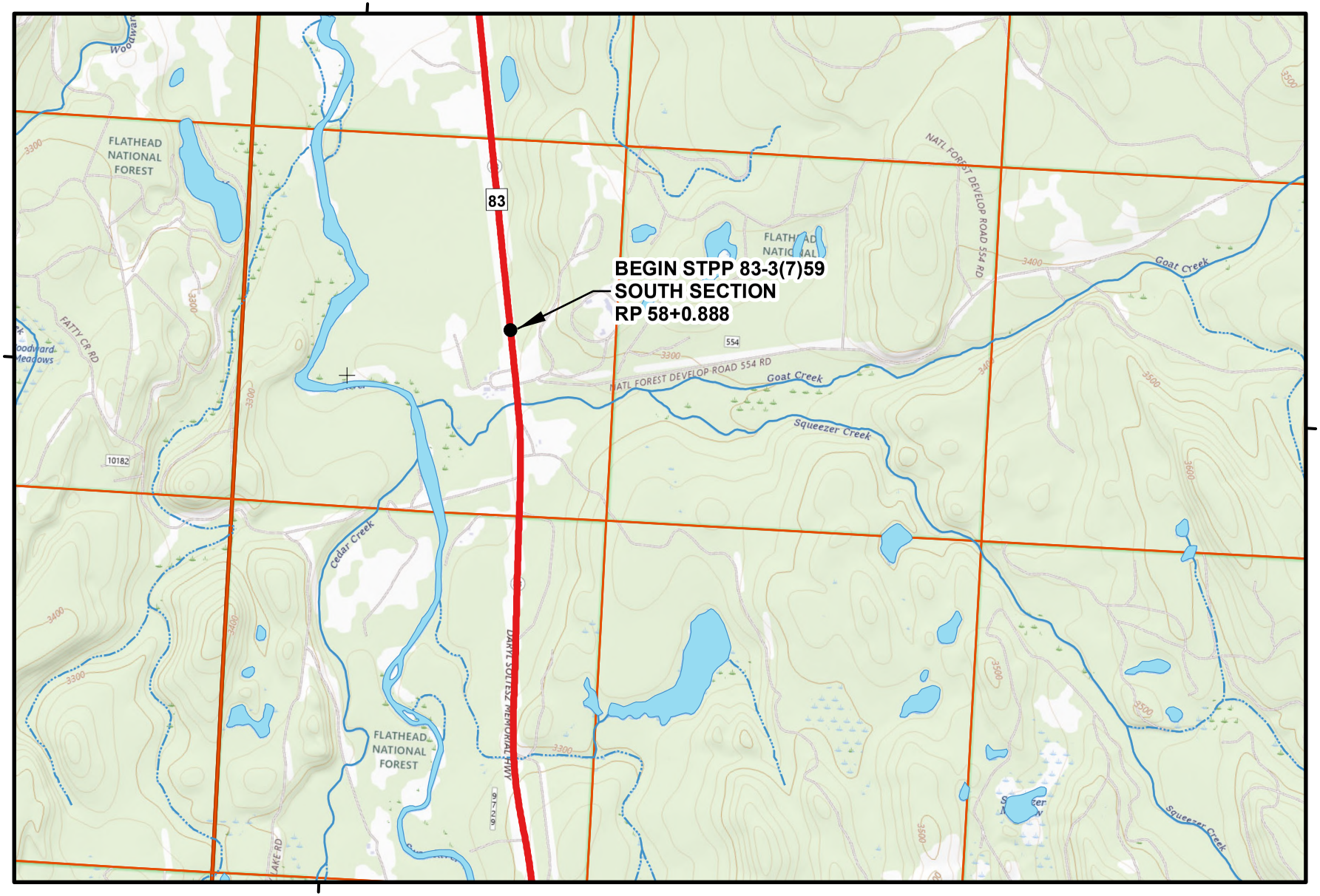
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FEDERAL AID PROJECT STPP 83-3(7)59
PAVING FABRIC, PLANT MIX OVERLAY, SEAL & COVER
SWAN LAKE - N & S
CONTROL NUMBER 10542000
PROJECT LOCATION QUAD MAP - LAKE & FLATHEAD COUNTIES 7 OF 7

MONTANA
Department of Transportation

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Feet



AWARD COPY

STANDARD PROVISIONS INDEX

FEDERAL AID PROJECTS **CONTAINS**

Federal Wage Rates (Rev. 1-03-2025)..... 5 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: MT20250079 01/03/2025

Superseded General Decision Number: MT20240079

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 after January 30, 2022.	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts

Modification Number	Publication Date
0	01/03/2025

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

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", “”SA””, or “”SC”” denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

“”SU”” wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA

reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the “”SA”” identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

*a survey underlying a wage determination
*an existing published wage determination
*an initial WHD letter setting forth a position on a wage determination matter
*an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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.

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END OF GENERAL DECISION

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S ACKNOWLEDGMENT:

_____
Company

By: _____
Name

_____
Title

_____
Date

WORK SITE LOCATION:

_____
Town

_____
State

_____
Project #

Rev. 01/01/04

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

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

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

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

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

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

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

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

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

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

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

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

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

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

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

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Supplemental Revisions for FHWA Form-1273 (Dated May 1, 2012)
Required Contract Provisions
Federal-Aid Construction Contracts

The following are supplementary or amendatory to the May 1, 2012, FHWA Form-1273 insofar as they apply to this contract:

Add the following provisions in accordance with the FHWA memo dated December 11, 2015:

Utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in above paragraph to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

SPECIAL PROVISIONS

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.