STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION
BID PACKAGE

Sealed bids for construction of this project will be received by the Montana Department of Transportation, Construction Contracting Bureau, Room 101, 2701 Prospect, Helena, Montana until 9:00 a.m. on December 8, 2022. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

STPB 9005(55) Clarks Fork – 9 Miles South of Belfry

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 #03C22
AWARDED ON: DECEMBER 20, 2022
TO: DICK ANDERSON CONSTRUCTION, INC

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Malcolm “Mack” Long
Director of Transportation

Contract No.03C22
SEH:ST:9523000AWD-102

AWARD COPY

CURRENT QUESTIONS & ANSWERS

102 - CLARKS FORK 9 M SOUTH BELFRY - December 08, 2022

Notifications
No Notices available for this project.

Addendums
-1-
Submitted: Wednesday 07-DEC-2022 02:35 PM
An Addendum has been posted for this project: **ADDENDUM**
To download the addendum bid files: **Bid Express™ Secure Internet Bidding**

Clarifications
-1-
Submitted: Thursday 10-NOV-2022 02:50 PM
This project is being re-advertised. Changes may have been made to the prior bid package. If you submitted a question when this project was previously advertised and believe your question is still applicable, please ask the question on the Q&A forum again. By doing so, your question and MDT's corresponding answer will become part of the contract.

Questions
-1-
Submitted: Wednesday 16-NOV-2022 01:10 PM
Company: Knife River - Billings
Contact: Van Hildreth
1. Sheet 6 - Surfacing Summary. Mainline quantity of plant mix surfacing appears to be the cubic yard quantity instead of ton. 2. Special 38 - Settlement Waiting Period. Is the spec waiting period intended to be between the finished placement of Bridge End Backfill and starting placement of CAC?
Answer
Submitted: Friday 18-NOV-2022 11:00 AM
1.) The plan quantity of Commercial Mix-PG 64-28 is 186 ton.
2.) The settlement period begins at the completion of subgrade. Yes, between finish placement of Bridge End Backfill and CAC.
-2-
Submitted: Friday 18-NOV-2022 10:36 AM
Company: SK Geotechnical
Contact: Dustin Hutzenbiler
Our firm performed the geotechnical evaluation for the project. Would it be acceptable for us to quote the contractors for dynamic load testing and TIP testing?
Answer
Submitted: Tuesday 22-NOV-2022 10:14 AM
Yes, SK Geotechnical can give quotes for dynamic load testing and TIP Testing.
-3-
Submitted: Wednesday 23-NOV-2022 09:00 AM
Company: Knife River - Billings
Contact: Van Hildreth
Sheet 6 - Surfacing summary. Plant mix Bit. Surf Comm PG 64-28 - mainline quantities, example: Sta 15+73.68 to Sta 16+72.96 = 99.28' x 29.6' (avg width) x .3' = 32.7 CY = quantity in plans shows 32. Item is to be in tons, 32cy x 3855 #/CY = 62 ton. All mainline quantities (not additional surf) are cy quantity, can you update to ton quantity and update bid quantity?

CURRENT QUESTIONS & ANSWERS

Answer
Submitted: Thursday 01-DEC-2022 02:46 PM
The quantity for Commercial Mix – PG 64-28 (401 020 022) has been updated to 256 tons. An addendum will be issued. **UPDATED SHEET 6**
-4-
Submitted: Friday 02-DEC-2022 01:22 PM
Company: Wharton Asphalt
Contact: Russell Wharton
Where is the detail of the curb 4" concrete?
Answer
Submitted: Monday 05-DEC-2022 03:36 PM
Refer to detailed drawing 609-05 for 4” curb section as indicated on project road plan sheet 12.

CONTRACT NO. 03C22

Montana Department of Transportation
Construction Contracting Bureau

Date(s) Issued:
December 7, 2022

A D D E N D U M

For The Following Project(s)
To Be Let On:
December 8, 2022

102 – Clarks Fork – 9 Miles South of Belfry
STPB 9005(55)

ADDENDUM NO. 1
ATTACHMENT NO. 1

REVISED SCHEDULE OF ITEMS
Changing quantity for Item #:
401 020 022 – Commercial Mix – Pg 64-28 – 256.00 TONS

INSTRUCTIONS – READ CAREFULLY

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

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

Darin Reynolds, Bureau Chief
Construction Contracting Bureau

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 03C22

PROJECT: STPB 9005(55) (9523055000)
CLARKS FORK - 9 MILES SOUTH OF BELFRY

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
	SECTION 0001 - GRADING, PLANT MIX SURFACING,FRNCE			
0010	104 030 010	MISCELLANEOUS WORK	UNIT	25,000.00
0020	104 030 011	MISCELLANEOUS ITEMS-LS	LS	1.00
0030	105 070 000	CONTRACTOR SURVEY AND LAYOUT	LS	1.00
0040	108 000 000	CRITICAL PATH SCHEDULE	LS	1.00
0050	109 200 005	MOBILIZATION	LS	1.00
0060	201 311 005	REMOVE TREES	LS	1.00
0070	202 020 041	REMOVE STRUCTURE	LS	1.00
0080	203 020 100	EXCAVATION-UNCLASSIFIED	CUYD	1,397.00
0090	203 020 310	SPECIAL BORROW-NEAT LINE	CUYD	1,585.00
0100	208 010 150	TEMPORARY EROSION CONTROL-LS	LS	1.00
0110	208 010 200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0120	210 020 173	COM TRAILER-INSTALL, MAINTAIN, REM	EACH	1.00
0130	301 020 254	BRIDGE END BACKFILL-TYPE 3	CUYD	784.00
0140	301 020 340	CRUSHED AGGREGATE COURSE	CUYD	663.00
0150	301 020 526	TOP SURFACING GR 3B	CUYD	184.00
0160	301 020 625	AGGREGATE TREATMENT	SQYD	3,160.00
0170	401 020 022	COMMERCIAL MIX-PG 64-28	TON	**256.00**
0180	402 020 315	EMULSIFIED ASPHALT-TACK COAT	GAL	82.00
0190	551 020 035	CONCRETE-CLASS STRUCTURE	CUYD	146.90
0200	551 020 166	CONCRETE-CLASS DRILLED SHAFT	CUYD	59.50
0210	553 010 300	PRESTRESSED BEAM-BULB TEE	LNFT	1,130.00
0220	555 010 100	REINFORCING STEEL	LB	26,070.00
0230	555 010 200	REINFORCING STEEL-EPOXY COATED	LB	3,746.00
0240	556 010 010	STRUCTURAL STEEL - MISC	LS	1.00
0250	557 010 013	BRIDGE RAIL-W830	LNFT	508.00
0260	558 000 170	DRILLED SHAFT - 6.0 FT	LNFT	51.00
0270	558 001 225	DRILLED SHAFT CASING	LB	21,882.00
0280	558 001 300	TEMP DRILLED SHAFT CASING	LNFT	19.00
0290	558 010 050	THERMAL INTEGRITY PROFILER	EACH	1.00
0300	559 040 035	DYNAMIC LOAD TEST	EACH	2.00
0310	559 050 117	FURN STEEL PILE-HP	LB	44,501.00
0320	559 060 115	DRIVE STEEL PILE	LNFT	472.00
0330	559 060 300	PILE DRIVING POINT	EACH	14.00
0340	563 000 110	WATERPROOF MEMBRANE	SQYD	719.00
0350	603 015 270	EMBANKMENT PROTECTOR 18 IN	LNFT	36.00
0360	606 010 037	MASH BOX BEAM TERMINAL - MBEAT	EACH	4.00
0370	606 010 040	GUARDRAIL-STEEL BOX BEAM	LNFT	180.00
0380	606 010 266	GRD RL-BOX BEAM/BR APP-SEC TYPE 2	EACH	4.00
0390	607 100 259	FARM FENCE-TYPE F5W	LNFT	255.00
0400	607 100 281	FARM FENCE-TYPE F5M	LNFT	321.00
0410	607 100 360	FARM FENCE-PANEL/SINGLE FW	EACH	8.00
0420	607 100 362	FARM FENCE-PANEL/SINGLE FM	EACH	3.00
0430	607 100 380	FARM FENCE-PANEL/DOUBLE FW	EACH	2.00
0440	607 100 385	FARM FENCE-PANEL/DOUBLE FM	EACH	2.00
0450	607 100 430	FARM GATE-WIRE-TYPE G-2	LNFT	32.00
0460	607 100 440	FARM GATE-METAL-TYPE G-3	LNFT	32.00
0470	607 100 450	FENCE-PEDESTRIAN PASS	EACH	2.00

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0480	607 100 720	DEADMAN	EACH	3.00
0490	609 010 112	CURB 4 IN-CONCRETE	LNFT	180.20
0500	610 100 559	REVEGETATION	LS	1.00
0510	610 100 560	RIPRAP REVEGETATION	SQYD	538.00
0520	613 100 050	RIPRAP-CLASS 3 RANDOM	CUYD	931.90
0530	613 300 050	BANK PROTECTION-TYPE 3	CUYD	10.80
0540	618 030 015	TRAFFIC CONTROL-FIXED	UNIT	500.00
0550	618 030 080	TRAFFIC CONTROL-LS	LS	1.00
0560	619 010 230	REMOVE SIGN	EACH	12.00
0570	622 011 043	PERM EROSION CONTROL-HIGH SURV	SQYD	2,662.00

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SPECIAL PROVISIONS

FEDERAL AID PROJECT NO(S). STPB 9005(55)

(REVISED 12-08-22)

The following special provisions are hereby made part of the contract and supplement and/or supersede any sections of the Standard and Supplemental Specifications of Road and Bridge Construction, adopted by the Montana Department of Transportation and the Montana Transportation Commission and all supplements thereto in conflict therewith.

The following documents are hereby incorporated by reference into this contract:

- "Standard and Supplemental Specifications for Road and Bridge construction" found at the following link: https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V3-1.pdf
- The most recent version of the Detailed Drawings can be found at the following link: https://www.mdt.mt.gov/business/contracting/detailed_drawings.shtml
- The most recent version of the Materials Manual can be found at the following link: https://www.mdt.mt.gov/other/webdata/external/materials/materials_manual/MDT-MATERIALS-MANUAL-120822-LETTING.pdf

The latest version of the Standard and Supplemental Specifications, Biannual updates, and revision summaries can be found at the following website: https://www.mdt.mt.gov/business/contracting/standard_specs.shtml

The Question-and-Answer Forum opens at 5:00 p.m. on the bid letting advertisement date and closes at 10:00 a.m. on the Monday before the bid letting. If Monday is a state holiday, the forum will close on Friday before the bid letting at 3:00 p.m. Questions raised by potential bidders on this project and answers and other information posted by the Department on the "Question and Answer Forum" can be found at the website https://www.mdt.mt.gov/business/contracting/qacurrent.shtml up to 5 p.m. on the day before the bid letting.

The U.S. Department of Transportation (DOT) operates a toll-free number at 1-800-424-9071, 24 hours a day - 7 days a week. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use this number to report such activities. All information will be treated confidentially, and callers may remain anonymous.

The Department attempts to provide reasonable accommodations for any known disability that may interfere with a person participating in any service, program, or activity of the Department. Alternate accessible formats of this document will be provided upon request. If reasonable accommodation is needed to participate in Department bid lettings, call the Civil Rights Bureau at 444-6331 or TTY 406-444-7696 [TTY 1-800-335-7592 (toll free)].

1. PROJECT DESCRIPTION [102]

Replacement of the existing structure and reconstruction of approaches on the Chance Road located in Carbon County. Work includes grading, plant mix surfacing, remove and replace structure, fencing, and riprap. The project is located nine miles south of Belfry at RP 1.4

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

This contract is a completion date contract. The work begins on the effective date stated in the Notice to Proceed (NTP) and all work is to be completed no later than May 1, 2024. Unusually severe weather is not considered as a delay cause. The NTP will be issued with an effective date of February 6, 2023.

3. CONTRACT DOCUMENTS [102] (REVISED 6-9-22)

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

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

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

The DBE goal for this contract is 0.0%. Use the AASHTOWare Project Bids™ Electronic Bid System (EBS) to print the DBE submittal and timing requirements. If the contract does not have a project-specific goal, the field will display in the AASHTOWare Project Bids™ bid file as a blank field.

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

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

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

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

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

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

Contract specific goals are not placed on contracts; however, the Department has an overall 6.5% DBE goal it must achieve. To assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this contract, and has established an aspirational goal of 5.1% DBE usage. Although not a contract requirement, the Department believes that the aspirational goal can realistically be achieved through race neutral measures based on current availability of DBEs and standard competitive procurement processes. While the utilization is not mandatory to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Montana's DBE Program.

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

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

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

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

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

Pay the minimum wage rates contained elsewhere in the bid package. Comply with the required contract provisions contained in the form FHWA 1273 included with this contract. To obtain more information, contact the Department's Construction Engineering Services Bureau at 2701 Prospect, Helena, MT (406)475-2258, (800)335-7592 (TTY) or (406)444-7297 (Fax). The

local employment service office, designated by the Workforce Service Division, Department of Labor & Industry, for this project is Billings.

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

8. CERTIFIED PAYROLL COMPLIANCE ELECTRONIC PAYROLL SUBMISSION [102] (REVISED 3-12-20)

The Contractor and all subcontractors must use AASHTOWare Project Civil Rights & Labor™ (CRL) to submit Certified Payrolls (CPRs). Ensure that all subcontractors have submitted their Vendor Access Form which can be found on the following page: https://www.mdt.mt.gov/business/contracting/prevailing-wage.shtml to the Department and have received their login IDs prior to work.

Request the contract number and project ID(s) from the Project Manager. Provide the information to all subcontractors subject to the FHWA 1273 requirements. This information is also available using the Search Awarded Contracts located at: https://app.mdt.mt.gov/project-search/project/search.

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

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

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

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

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

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

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

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

Soil, rock, and groundwater conditions shown on the logs of boring apply only at the specific boring locations and at the time the borings were made. They are not warranted to be

representative of subsurface conditions at other locations or times. Groundwater conditions commonly vary seasonally and from that encountered during drilling. Determination of a material's classification is based in part on judgment and opinion. The Department assumes no responsibility for any variation or misinterpretation of the classification of materials.

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

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

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

12. PARTNERING- LEVEL II FACILITATION [105] (ADDED 2-25-21)

An internal partnering meeting will be facilitated between the Project Manager and the Contractor prior to the Notice to Proceed date.

Implement partnering in accordance with the Montana Partnering Field Guide found at the following link: https://www.mdt.mt.gov/publications/manuals.shtml#con

Make a good-faith effort to settle any unresolved discrepancies by utilizing the Partnering Escalation/Issue Resolution Ladder identified in the Partnering Field Guide prior to submitting a notice of claim.

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

A. General. The Contractor may elect to participate in a Steel Price Adjustment to payments for selected bid items made primarily of steel. Payment adjustments will only be made for fluctuations in the cost of the steel material. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, for any products purchased from the mill prior to the letting date, or for steel that is not permanently incorporated into the work.

The price adjustment will be based on the base price per pound of steel and changes to the steel price index between the bid letting date and the steel purchase date. Payment adjustments may be positive or negative.

Steel Price Index: The Department will use the Bureau of Labor and Statistics Producer Price Index (BLS PPI) "Steel Mill Products" Series ID WPU1017 not seasonally adjusted. The index used will be the final version of the index, revised 4 months after the original publication, including any corrections to the index.

The base price per pound of steel for this contract is: $0.75.

B. Applicable Bid Items. Notify the Project Manager in writing by the Notice to Proceed date or at the pre-construction conference, whichever comes first, of any intent to participate in the steel price adjustment. Select the bid items for participation at the time of notification to the Project Manager. No changes will be allowed after submission.

Nuts, bolts, rebar chairs, connecting bands, and other miscellaneous hardware items will not be included in the price adjustment. High strength bridge bolt assemblies may be included in the price adjustment.

C. Steel Price Index. Furnish the following documentation for all steel bid items selected for steel price adjustment regardless of whether the index increased or decreased:

1) Paid invoice or other proof of purchase showing the date the steel was purchased and the weight of the steel.

2) An affidavit signed by the Contractor stating that the information provided is true and accurate.

3) Submit all documentation prior to incorporating the steel into the work. This provision in no way modifies or cancels the requirements of Subsection 106.09.

D. Steel Price Adjustment. The Project Manager will calculate the adjustments. Adjustments may be positive, negative, or non-existent depending on the difference between the Base Index (IB) and Current Index (IC). No price adjustment will be made unless the IC is 10% higher or lower than the IB.

For Increases:

Adjustment Factor (AF) = (IC/IB-1.10), rounded to the nearest 0.01
If AF is equal to or less than 0, no adjustment.
If AF is greater than 0, continue
Payment Adjustment = AF x weight x base price

For Decreases:

Adjustment Factor (AF) = (IC/IB-0.90), rounded to the nearest 0.01
If AF is equal to or greater than 0, no adjustment.
If AF is less than 0, continue
Payment Adjustment= AF x weight x base price

Where:
IB = BLS PPI for month contract was let
IC = BLS PPI for month material was purchased from the mill (invoice date)
Weight = weight of steel in pounds

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

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

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

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

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

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

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

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

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

15. STATUS OF UTILITIES [108] (ADDED 1-1-03)

Utility relocation work is not complete and will not be complete as of the letting date and contract award date. Project work must be coordinated with the utility company relocation activities until the utility relocation work is complete. Under no circumstances will a delay in relocating utility facilities be considered as justification for additional compensation.

Should unforeseen conditions arise which substantially delay the utility relocation work, and the delay results directly in a delay to the project work, make a written request to the department for a time extension, see Subsection 108.07.4.

Company	Facility	Contact	Phone #
Northwestern Energy	Overhead electrical	Justin Murry	(406)214-5074
Nemont Co-op	Underground communication lines	Jim Tuell	(406)783-2344

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

The following consultants performed work on the project.

- Great West Engineering, Inc
- SK Geotechnical
- Sanderson – Stewart

17. 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.

18. MOISTURE SENSITIVE SOILS [203] (REVISED 9-11-14)

A. Description. Subsurface investigation for this project indicates that subgrade and/or foundation soils located within the project limits are sensitive to changes in moisture content and may cause construction difficulties. Use construction methods and equipment appropriate for moisture-sensitive soils.

B. Construction. Unless otherwise specified in the contract or by the Project Manager, limit the length of subgrade exposed to precipitation events to an amount that can be adequately sealed by the contractor within 30 minutes of the start of a precipitation event.

Many possibilities are available to facilitate construction and to achieve proper compaction of the subgrade or foundation soils in the project limits. The Department does not direct the use of any of them. However, in preparing bids, identify measures to address the identified conditions. Some possibilities to consider are:

1) Sealing the surface of all exposed subgrade/foundation by rolling with a smooth drum roller whenever work at a particular location is interrupted for 6 or more hours and at the end of each work day;

2) Grading and sloping the surface of all exposed subgrade/foundation to facilitate unimpeded surface drainage away from the work area; and/or,

3) Allowing soils to adequately dry (including after precipitation events) before attempting any type of construction work on the subgrade/foundation soils.

C. Method of Measurement and Basis of Payment. Include all costs for the method(s) chosen to effectively address construction on moisture sensitive soils in the bid item for unclassified excavation/borrow. No additional compensation will be allowed or given for claimed increased costs to address that portion of the work addressed by this provision.

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

This contract is located within the regulated floodplain of the Clarks Fork Yellowstone River, Carbon County, Montana, Community Panel Number 1125D. The Department has obtained a preconstruction floodplain permit from the Carbon County, 17 West 11Th Red Lodge, MT 59068, 406-446-1595 for the permanent features associated with this contract. A copy of this floodplain permit is available upon request from the Project Manager.

Review Subsection 208.03.3(J) for more information.

20. STORM WATER PERMITTING REQUIREMENTS UNDER THE MONTANA POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (REV 3-16-17)

A. Description. The Montana Department of Environmental Quality (DEQ) regulates storm water discharges under the MPDES program. If the bid package contains blank erosion control plans, a construction storm water discharge permit authorization will be required. If not, a storm water discharge permit authorization may be required for this project depending on Contractor's operations. Sum the disturbance area (as defined by DEQ) identified in the contract with the area of disturbance caused by contractor operations to determine if the permit acreage threshold is exceeded. Contractor operations can include, but are not limited to, the following support activities: staging areas, access roads, material storage areas, temporary concrete or asphalt batch plants, borrow areas, areas used for fill placement, etc. If the summed disturbance area is one acre or more, use the DEQ authorization to discharge under the MPDES General Permit for Storm Water Discharges Associated with Construction Activity for this project. In order to facilitate permit transfer, separate NOI packages are required for areas within the right-of-way and areas outside of the right-of-way. A Notice of Intent (NOI) package includes a Notice of Intent, with a topographic map, a Storm Water Pollution Prevention Plan (SWPPP), the erosion control plans, sage grouse consultation letter, if applicable, and supporting documentation.

Blank Erosion Control Plans, and a topographic map, are provided with the plans if the plans include greater than 1 acre of disturbance. Complete the erosion control plans as required by the general permit. Complete the SWPPP using DEQ's most current SWPPP Form.

B. Materials. Follow the requirements described in the Department's *Erosion and Sediment Control Best Management Practices Manual (December 2016).* Rescind Section 208 detailed drawings. Submit to the Project Manager for review and acceptance BMPs proposed for use that are not included in the Manual.

C. Construction Requirements.

1) MPDES Permit Required.

a) Submit one NOI package and the associated fees to DEQ for ground disturbance areas shown in the plans or within the right-of-way. For ground disturbance areas shown in the plans and any other areas within the right-of-way where Contractor activities causing ground disturbance are planned, the Contractor is the sole permittee until construction is complete and the General Permit is transferred to the Department or another entity.

The Department is not responsible for delays caused by incomplete or inaccurate submittals by the Contractor.

Comply with the requirements of the General Permit for Storm Water Discharges Associated with Construction Activity and implement the SWPPP. Provide two copies of the NOI Package submitted to DEQ and confirmation for receipt of a complete NOI Package from DEQ to the Project Manager prior to conducting any ground disturbance activities.

Do not begin construction activities until the required copy of the NOI Package submitted to DEQ and confirmation for receipt of a complete NOI Package from DEQ is received by the Project Manager.

b) Submit a separate NOI package and the associated fees to DEQ for ground disturbance and support activity areas outside the right-of-way and not shown in the plans. Contractor furnished material sources, staging areas, plant sites, or any other Contractor caused ground disturbance outside the right-of-way and not shown in the plans, are the Contractor's responsibility and must be submitted under a separate NOI package from the ground disturbance within the right-of-way. For all support activities outside the right-of-way which are not part of a larger commercial operation serving multiple unrelated construction activities and will not continue operation beyond the completion of the contracted road construction activity, a notice of intent package must be submitted to DEQ to obtain an authorization under the storm water construction permit. Sand and gravel borrow area operations, gravel pits, and/or concrete batch plants that will continue operation beyond the completion of the contracted road project, are part of a larger commercial operation, or serving multiple unrelated construction activities must obtain permit coverage under the Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (MSGP) regardless of acreage size of the activity if the activity does not already have MSGP authorization. The Contractor is the sole permittee until stabilization is complete and the General Permit is terminated or transferred to another entity. The Department is not responsible for delays caused by incomplete or inaccurate submittals to DEQ by the Contractor.

Provide a copy of the NOI Package submitted to DEQ and confirmation for receipt of a complete NOI Package from DEQ to the Project Manager prior to conducting any ground disturbance activities.

Be responsible for all temporary erosion, sediment, and pollution prevention controls for Contractor furnished material sources, staging areas, plant sites, or any other Contractor caused ground disturbance outside the right-of-way and not shown in the plans.

c) Complete and document all inspections in accordance with the requirements of the General Permit for Storm Water Discharges Associated with Construction Activity. Use DEQ's most current self-inspection form available online at: http://deq.mt.gov/Water/WPB/mpdes/stormwaterconstruction. Provide a copy of all inspection reports to the Project Manager.

Report potential noncompliance in accordance with applicable regulations, guidance, and permit conditions. Submit to the Project Manager within seven days of sending or receiving all correspondence to or from regulatory agencies regarding potential noncompliance or violations.

The temporary erosion and sediment control measures and devices to prevent pollution and control sediment transport and soil erosion will be inspected as part of the final inspection to ensure they are maintained and functioning properly. Do not transfer or terminate the General Storm Water Permit coverage until the BMPs are inspected and accepted and all records required under the permit, including inspection and monitoring reports, are furnished to the Project Manager. The Department may require that certain Best Management Practices (BMPs) be replaced by another type of BMP as a condition of permit transfer.

Upon approval of site conditions, measures, devices and all pertinent records, submit a signed copy of the Permit Transfer Notification Form provided by the Department. When submitting the General Storm Water Permit transfer package/application to the Department, include a check for the permit transfer fee. Make the check for the amount of the fee payable to the DEQ. The Department is not liable for the completeness or accuracy of Contractor records completed prior to the permit transfer. Upon receipt of the signed form, the Department will obtain signature of the new permit owner and submit to DEQ. Ensure permit conditions and responsibilities are met until confirmation of the transfer is received from DEQ. Defend and hold MDT harmless from any violations, claims, enforcement actions, penalties or fines issued for Contractor activities or recordkeeping that occurred prior to the transfer of the General Permit for Storm Water Discharges Associated with Construction Activity authorization.

If the Department concurs that final stabilization has been met during the final walk-through, the Contractor may submit a Notice of Termination form to DEQ. Pay the annual fee invoice due at the time of termination. Submit the annual fee invoice to the Project Manager for reimbursement.

2) MPDES Permit not Required.

The BMP-Administration item is included in contracts that may not meet either criteria for a MPDES permit but include ground disturbing activities. Complete BMP inspections and install BMPs, if necessary, in accordance with Section 208, if no storm water permit is required. Utilize form MDT-ENV-014, Water Pollution Control Inspection Report. A certified SWPPP Administrator is not required to conduct the inspections if no permit is required.

D. Method of Measurement. DEQ MPDES fees and monitoring costs associated with obtaining and maintaining the General Permit for Storm Water Discharges Associated with Construction Activity for ground disturbance areas both within and outside the right-of-way are not measured separately for payment.

If no permit is necessary, include the cost of all erosion control, devices, and inspections in the BMP-Administration bid item.

E. Basis of Payment. No additional payment will be made for the DEQ MPDES fees and monitoring costs associated with the General Permit for Storm Water Discharges Associated with Construction Activity. Include these costs in the Temporary Erosion Control-Lump Sum bid item.

For project including the BMP-Administration item, include the cost of all erosion control, devices, and inspections in the BMP-Administration bid item. Partial payment for the BMP-Administration will be monthly based on the lump sum contract price in accordance with Table 208-1 in Subsection 208.05.1.

Payment for BMPs required by an event or extra work, and approved by the Project Manager, will be measured and paid for in accordance with the Erosion Control Rate Schedule contained in the contract at a unit price of $1.00 per unit.

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

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

1. Migratory Bird Treaty Act Compliance – Vegetation Removal	Subsection 208.03.4A(1)
2. Migratory Bird Treaty Act Compliance – Structures	Subsection 208.03.4A(2)
3. Work in Bear Habitat	Subsection 208.03.4E
4. AIS Watercraft and Equipment Inspection	Subsection 208.03.2D

22. STREAM PROTECTION ACT 124 [208]

A. Description. The proposed project has been authorized by Preconstruction Stream Protection Act (SPA) 124 No.: MDT-R2-25-2022, by the Montana Department of Fish, Wildlife, and Parks (FWP); provided the General and Special Conditions listed below are followed. This Preconstruction SPA 124 authorizes the permanent features at the following locations:

Station	Waterbody
18+06.00	Clarks Fork River

B. General Conditions

1) Meet the specifications listed in Subsection 208.03.3G.

2) Obtain a temporary facility SPA 124 Permit/Authorization in accordance with Subsection 208.03.2B.

C. Special Conditions

1) Notify the Project Manager a minimum of 10 working days prior to starting work authorized under this permit. The Project Manager will notify the District Biologist a minimum of 5 working days prior to starting this work.

2) Obtain a Short-Term Water Quality Standard for Turbidity (318 Authorization) from DEQ in accordance with Subsection 208.03.3D.

Copies of the Preconstruction SPA 124 Authorization are available upon request from Environmental Services.

Contact the Project Manager for coordination with the District Biologist on questions regarding this authorization.

23. CLEAN WATER ACT SECTION 404 PERMIT AND SECTION 401 CERTIFICATION

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

B. Section 404 CWA Nationwide Permit 23 Description. The permanent features of this project are authorized under a US Army Corps of Engineers Nationwide Permit 23 – Approved Categorical Exclusions (Army Corps File Number NWO-2022-00689-MTB).

1) The permit for this project authorizes the following project work to be performed within waters of the US in Carbon County, Montana; Section 32, Township 9 South, Range 22 East.

a) Bridge replacement at Clarks Fork of the Yellowstone River; Latitude 45.011814, Longitude -109.062059. (STA 18+05). The existing bridge structure will be replaced with a two-span concrete bulb tee beam bridge. The new bridge will be approximately 28 feet wide and will have two 12-foot-wide travel lanes. The new bridge will have a span of 228 feet long.

b) The project will permanently discharge 1,309 cubic yards of fill material into approximately 0.1657 acre of wetland and stream, in order to replace the existing bridge.

2) This authorization is valid until March 14, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. GREATER SAGE-GROUSE CONSERVATION

A. Description. Greater Sage-Grouse is a species of concern under state management actions: Executive Order (E.O.) No.12-2015 and Montana Greater Sage-Grouse Stewardship Act. These management actions established procedures and stipulations for activities in designated general and core Greater Sage-Grouse habitat and connectivity areas.

This project occurs in designated general habitat for the Greater Sage-Grouse throughout the length of the project. The project limits are not within 2.0-miles of an active lek.

B. Requirements.

1) Weed management is required within designated habitat for Greater Sage-Grouse. Reclamation of disturbed areas must include control of noxious weeds and invasive plant species, including cheatgrass (Bromus tectorum) and Japanese brome (Bromus japonicus).

2) Coordinate with the MSGHCP (https://sagegrouse.mt.gov/) on all contractor responsible activities located outside MDT Right-of-Way in designated Sage-Grouse habitats which require the contractor to obtain a state permit or authorization prior to conducting work. MDT has completed consultation with the MSGHCP for proposed work within the construction limits of the project. A copy of the consultation letter from the MSGHCP is available upon request from Environmental Services.

3) Seed any disturbed areas with desirable plant species as soon as practicable after construction to reduce the spread and establishment of noxious weeds and to re-establish permanent vegetation.

C. Measurement and Basis for Payment. Work described in this provision is not measured for payment. Consider all costs, including any mitigation required by the MSGHCP, associated with this provision incidental to performance of the work. Include the cost in the cost of other items.

25. WATERWAY PASSAGE AND SIGNING

A. General. Provide and sign at all times during the bridge work a passable waterway channel for waterway users. When a clear and present risk to public safety is anticipated, follow the temporary river closure process of notification and signing.

B. Construction Requirements

1) Construct falsework and work bridges to provide a clear waterway opening of a minimum 40 ft-wide perpendicular to the flow or as directed by the Project Manager. The low-beam should match the existing elevation of 4000.07 or greater to maintain the existing clearance. Review the site with the Project Manager and Fish, Wildlife and Parks (FWP) contact to determine the best placement(s) of the opening considering channel depth and current. The minimum specified waterway opening must be provided through all instream structures including but not limited to the falsework, work bridges, existing, and new structures in combination with each other. Establish the vertical clearance using hydrological data for the month having the highest flows that the falsework will be in place. Monitor the clearance daily and immediately

remove the structure over the waterway opening if rising water reduces the vertical clearance to less than 6-feet. Provide a 24-hour contact phone number for the person monitoring the river in case of an emergency.

2) If using a barge, submit a work barge plan to the Project Manager for approval prior to beginning barge work. Detail in the plan the barge mooring, barge dimensions, operations to be performed from the barge, and the period of use including the estimated calendar dates. Do not permit the barge or its moorings to encroach into the waterway channel marked by the buoys as described in this provision.

3) If blasting to remove the existing substructures, submit a river access closure plan meeting the following requirements:

a) Develop the river closure plan in cooperation with the Project Manager, FWP Contact, the Blasting Consultant, and US Army Corps of Engineers Montana Program Manager (406) 441-1376. Obtain approval of signing and the river closure plan 14 calendar days before blasting/demolition operations.

b) Close the Clarks Fork River in the vicinity of the existing structure to all access before daily blasting/demolition activities commence.

c) Warn the public in advance of temporary river closures by means such as radio/TV announcements, articles in local and state newspapers, and via the internet.

d) Install signs and other traffic control devices on the Clark Fork River upstream of the closure, and at the fishing access sites specified in this provision.

4) Notify FWP at least 48 hours prior to commencing any work which creates a clear and present risk to the safety of floaters traveling through the work site or users of the adjacent trail in order to activate the temporary river closure process. Include in the notification the activity necessitating the closure, the risk to safety of the floating public, specific dates, times and anticipated duration of closure required.

MFWP Contact Information:
Montana Fish, Wildlife & Parks
Mike Ruggles
Billings Regional Supervisor
(406) 247-2951

WFWP Contact Information:
Wyoming Fish, Wildlife & Parks
Jason Burckhardt
(307) 527-7125

5) Notify the following entities of temporary river closures at least 48 hours in advance of the temporary closure:

a) Carbon County
Scott Miller
406-446-1595
smiller@co.carbon.mt.us

6) Contact FWP immediately upon completion of this work to lift the temporary river closure.

7) The maximum time allowed for each instance of work requiring temporary river closure is 48 hours. Expedite this work to minimize the temporary river closure period necessary.

C. Signing. Sign the waterway for the bridge work as follows:

1) Install “6 FOOT MAXIMUM CLEARANCE AT CLARKS FORK RIVER – CHANCE ROAD BRIDGE” signs at locations approved by the FWP Contact and the Project Manager at the following waterway access sites:

Sign Locations			
Site(s)	Controlling Entity	Town	Phone
Weymiller Fishing Access Site (1.5 Mi Downstream)	Montana Fish, Wildlife, & Parks	Chance, MT	(406) 247-2964
Hatchery Bridge-RD 8 VE Wyoming (7 Mi upstream)	Wyoming Game and Fish Department	Clark, WY	(307) 527-7125
Edelweiss-Belfry Highway 120 (11 Mi upstream)	Edelweiss Bar and Store/ Wyoming Game and Fish Department	Clark, WY	(307) 527-7125

2) Install 5 ½ ft x 3 ft “HAZARD: INSTREAM CONSTRUCTION AHEAD” static signs on both banks above the high-water level 500 feet downstream of the structure.

3) Install signs and other traffic control devices on the Clarks Fork River as follows:

a) Install 5 ½ ft x 3 ft "NAVIGATION RESTRICTION AHEAD" signs on both banks at approximately 500 feet and 1500 feet upstream of the structure. Attach two Type C Steady burn lights to the top corners of each sign. Place the signs at a point above the high-water level, or as directed by the Project Manager, facing oncoming waterway users. See Section II of this contract for sign design.

b) Channel Marker Buoys. Furnish and install hanging can or anchor buoys to delineate a channel to the falsework opening. Use buoys having the hazard-warning symbol with the "HAZARD AREA" message.

c) Hanging Can Buoys. Use an aerial cable to suspend the hanging can buoys approximately two feet from the water's surface. Flare the cables out from both sides of the falsework/bridge opening to both shorelines.

d) Surface Buoys. Lay and anchor the cables to the river/stream bottom for attaching the buoy mooring lines. Ensure the anchor cable is ballasted to prevent it from rising from the river/stream bottom. Flare the cable out from both sides of the falsework/bridge opening to both shorelines.

e) Falsework and Bridge Opening Lighting. Install Type C Steady burn lights, spaced on maximum 3 ft centers, on the top and sides of the false work opening or bridge opening to be used by waterway users.

f) During temporary river closure periods, cover or replace “NAVIGATION RESTRICTION AHEAD” signs with the same size and type signs in the same location reading “RIVER CLOSED AHEAD”.

g) During temporary river closure periods, cover or replace “6 FOOT MAXIMUM CLEARANCE AT CLARKS FORK RIVER – CHANCE ROAD BRIDGE” signs with the same size and type signs in the same location reading “RIVER CLOSED AHEAD”.

D. Basis of Payment. Include all costs of materials, handling, tools, equipment and labor necessary to accomplish this work under Miscellaneous Items – Lump Sum.

26. INCREASE IN TURBIDITY [208] (REVISED 10-8-15)

A. Description. Montana Fish, Wildlife and Parks (FWP) has determined that this project may cause a significant increase in turbidity.

B. Requirement. Contact the Department of Environmental Quality (DEQ) to determine narrative conditions required to meet short-term (318 Authorization) water quality standards and protect aquatic biota.

1) Complete and submit the Joint Application for Proposed Work in Montana's Streams, Wetlands, Floodplains, and Other Water Bodies (Application Revised 6-5-2015) and

all required attachments, according to the applications instructions. Form can be down loaded from: http://dnrc.mt.gov/licenses-and-permits/stream-permitting.

2) Application fees are the responsibility of the Contractor.

3) Do not begin any work that will affect a Montana stream, wetland, floodplain, and/or other water body until a valid 318 Authorization is received from DEQ. Other permits/authorizations may also be required for the proposed work.

C. Basis of payment. Include the cost to obtain this permit in the mobilization bid item.

27. NOISE IMPACT [208] (REVISED 5-24-12)

To minimize construction noise impacts on the local residents, no construction activities will be allowed between the hours of 10 p.m. and 6 a.m. without express written approval from the Project Manager.

28. PORTABLE SELF-CONTAINED COMMUNICATION TRAILER [210] (ADDED 8-13-20)

A. Description. Install, maintain, move, and remove portable communication trailer(s) capable of delivering Verizon wireless cellular signal as well as wireless internet connection with speeds greater or equal to 4gLTE in remote areas where cellular coverage is weak or nonexistent.

B. General

1) Provide a secure wireless G access point with a one-half mile range.

2) Provide a cellular network extender to allow for voice calls via the Verizon network.

3) Install devices a minimum of 24 hours prior to starting work. Locations are to be approved by the Project Manager.

4) Each device will be moved at the request of the Project Manager. Move and reset must be completed within 24 hours.

5) Include unlimited voice and data.

6) Provide technology support during working hours.

7) Install the device outside of the clear zone when practical.

Only remove the devices from the project with the approval of the Project Manager

C. Measurement and Payment.

1) Communications trailer install, maintain, and remove is measured by the each for each trailer that is installed, maintained, and removed.

2) Communications trailer move and reset is measured by the each, for each trailer that is moved and reset to the satisfaction of the Project Manager.

29. THERMAL INTEGRITY PROFILE (TIP) TEST METHOD FOR DRILLED SHAFTS (WIRE METHOD)

A. Description. This work includes testing cast-in-place drilled shafts using the Thermal Integrity Profiler (TIP) testing method. Use testing procedures and equipment in accordance with ASTM D7949 – Standard Test Methods for Thermal Integrity Profiling of Concrete Deep Foundations, Method B. This method assesses the quality of cast in place concrete drilled shafts using thermal probes in wires cast into the shaft.

B. Materials. Furnish all materials and equipment necessary to perform this work.

C. Construction Requirements.

1) Qualification. Use a TIP testing consultant with documented experience in TIP testing of cast-in-place drilled shafts. Use a technician with documented TIP testing experience for onsite management of thermal wire placement on the reinforcement cage and for data collection. Use a Professional Engineer, licensed in Montana, to supervise the testing and interpret the TIP data.

2) Equipment. Use equipment with the following minimum requirements:

a) A computer based TIP data acquisition system to monitor temperature versus time after casting.

b) Wires with multiple embedded thermal sensors. Use a minimum of 4 wires per shaft or one wire for each 12 inches of shaft diameter, whichever is greater.

3) Submittals. Submit four copies of the following information to the Project Manager a minimum of thirty calendar days before start of drilling operations.

a) TIP consultant qualifications.

b) TIP equipment specifications.

c) Written narrative from the TIP Consultant outlining their procedure, recommendations, requirements, test timing, and schedule for testing the designated shafts.

4) Notification. Notify the Project Manager a minimum of 5 business days prior to the beginning of the testing so a Geotechnical Section representative can observe the test.

5) Timing. Record data at the time intervals recommended by the TIP Consultant based on shaft diameter and concrete mix. Coordinate with the TIP Consultant to be on site to manage the placement of thermal wires and collection of data. Collect data from the beginning of concrete placement through the peak temperature in the concrete.

6) Testing. Perform Thermal Integrity Profiler (TIP) testing on the first drilled shaft constructed at each bent or pier for both the west bound and east bound structures.

7) TIP results. Submit four copies of the results in a written report from the TIP Consultant within five working days of completion of testing. The TIP consultant's engineer will stamp all four copies. Include the following within the report:

a) Graphical displays of all temperature measurements versus depth.

b) Indication of unusual temperatures, particularly significantly cooler local deviations of the average at any depth from the overall average over the entire length.

c) Overall average temperature and indication of variation from average that would indicate anomalies, bulges, or necking in the shaft concrete.

d) Indication of variations in temperature between wires at each depth which in turn correspond to variations in cage alignment. The cage misalignment or offset from center should be noted.

e) Indication of shaft specific construction values (e.g. elevations of the top of shaft, bottom of casing, bottom of shaft, etc.) on all pertinent graphical displays.

f) Written summary of the engineer's analysis of the data, conclusions, and recommendations.

8) In the event test results indicate potentially anomalous region(s) in the shaft, the Department may direct additional investigation. If the Engineer determines that the shaft is defective, submit a repair plan per 558.03.15.B.

D. Method of Measurement. TIP testing is measured by the each. Include all costs associated with procurement, preparation, and installation, conducting tests, and subsequent reporting of results in the unit bid price for Thermal Integrity Profiler.

E. Basis of Payment. Payment for each completed test is at the unit price bid for Thermal Integrity Profiler. Performance of TIP testing and submittal of TIP results according to this Special Provision constitutes a completed test. If the Engineer determines that the shaft is defective, the contractor is responsible for all costs associated with the additional investigation work, costs associated with design and implementation of repairs, delays, and construction delay costs. The Department will pay the cost of directed additional investigations that do not result in a determination by the Engineer that the shaft is defective.

30. <u>BASE PRICE FOR CONCRETE [551] (REVISED 12-17-20)</u>

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

- Class Deck
- Class Overlay

- Class Structure
- Class Structure – Low Slump

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

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

A. Description. When Concrete – Class Structure Low Slump is furnished for metal bridge rail curbing the following provisions apply.

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

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

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

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

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

C. Method of Measurement and Basis of Payment. This work is not measured for payment, include all associated costs in other bid items.

32. ALTERNATE PRESTRESSED CONCRETE BEAM SECTIONS (REVISED 6-6-12)

A. Description

1) General. The contractor may elect to use an alternate prestressed beam shape if the resulting change in superstructure depth is less than or equal to the superstructure depth shown on the plans.

2) Submittals.

a) Provide two sets of designs that meet the AASHTO and Montana Specifications shown on the Plans, to the Project Manager for review and approval. Show calculations for the beams, slab and reinforcing steel. Provide design information as required to either validate or alter the substructure as shown.

b) Provide five sets of shop drawings to the Project Manager meeting the requirements of Section 553 of the Standard Specifications. Shop drawings may be submitted on 11” x 17” sheets and may be furnished in Adobe Acrobat Reader (.pdf) format in lieu of hard copies. Have a professional engineer licensed in Montana sign, stamp or seal these plans and designs. Do not fabricate beams prior to receiving approved drawings.

c) Provide a revised set of design drawings showing all changes to the bridge. Prepare the drawings using a CAD system. Submit the drawings in Adobe Acrobat Reader (.pdf) format. Include a cover letter signed by the supervising engineer transmitting the finished drawings. In addition, provide the CAD files used to detail the revisions. Upon request, the original design drawings will be made available.

B. Measurement and Payment. The beam and slab shown on the plans will be the configuration measured or calculated for payment. Furnish and install at no cost to the state any additional beam footage, slab concrete or slab reinforcing steel, or substructure concrete or reinforcing steel required because of the use of alternate beam shapes.

33. BRIDGE CONCRETE DECK OVERLAY – ASPHALT (REVISED 5-08-07)

A. Description. This work includes the preparation of the bridge deck, placing a waterproof membrane and a plant mix overlay.

B. Construction Requirements

1) Cracks and Joints. Bond reinforced matting material to the deck over cracks and at deck contraction joints wider than 3/16" (4mm), if the membrane supplier requires it. Apply matting compatible with one of the approved systems (see Section C.). If the bridge has expansion joints, see details in the bridge plans for their treatment.

2) Abrasive blasting. Immediately prior to placing the waterproof membrane system, use abrasive blasting over the entire deck surface and over the curb faces up to the level of the finished overlay surface. Remove foreign substances, including bituminous materials, dirt, oil, paint and laitance, down to the level of the original concrete surface. After finishing the abrasive blasting, remove blasting abrasive, dust and loose material from the deck with compressed air or with vacuum equipment. Provide a smooth surface for the membrane. Remove sharp edges or projections that could puncture the membrane.

3) Membrane. Install the selected membrane system as the manufacturer requires and in compliance with the plans and specifications. Begin the membrane application within four hours of completion of the abrasive blasting. Apply the membrane to a clean, dry deck surface and with the deck and ambient air temperatures above 50°F (10°C). Apply primer to the concrete surfaces if the membrane manufacturer requires it. Overlap prefabricated membrane strips a minimum of 4" (100mm). Use hand rollers to ensure a firm, uniform bond between the membrane and the concrete surface. Keep the membrane free of wrinkles, bubbles, tears, and other placement defects. Patch tears or cuts in the membrane prior to placing the plant mix, by placing a piece of membrane bonded firmly to the surface and extending at least 4" (100 mm) beyond the edges of the defect. Seal vertical curb face surfaces with membrane to the height of the finished asphalt surface. If required by the membrane manufacturer, apply a bond coat of an acceptable adhesive to the surface of the membrane prior to applying the overlay. Allow only necessary rubber tire traffic on the membrane. Do not allow public traffic on the membrane. Maintain the membrane in good condition until the overlay covers it.

4) Pavement Placement. See the Road Plans for plant mix surfacing specification and thickness. Note that the crown may change between the bridge and the adjacent road. Mark the location of the end of each deck and intermediate bent locations before placing the plant mix. The contractor may apply the bridge deck overlay continuously with the final lift of the roadway surfacing. Use care to avoid damaging the membrane while operating equipment on it and while placing the overlay. Repair damage to the membrane with a method the Project Manager has approved prior to placing the overlay. Apply compactive effort as specified in Section 401.03.12B of the Standard Specifications. Do not use vibratory rollers on bridges.

5) Saw cutting and routing joints. After placing the plant mix surfacing, make a saw cut ¼" (6 mm) wide by 1 $^{3}/_{8}$" (35 mm) deep between the curbs at deck ends and the centerline of intermediate bents. Rout the saw cut to produce a straight, flat-bottomed reservoir $1^{1}/_{2}$" (38mm) wide with vertical walls $^{3}/_{8}$" (10mm) deep. Saw cut and rout when the roadway is dry. Remove the routed material from the roadway and dispose of it before opening the roadway to traffic.

6) Cleaning. Ensure that the reservoir and joint are dry and free of dust, dirt and loose materials immediately before applying the sealant.

7) Sealing. Place sealant material within 72 hours of routing the joint. Follow the sealant manufacturer's handling, mixing and application temperature requirements. Fill the routed reservoir flush to the top using a pressure applicator. Do not open the completed work to traffic until the sealant has cured to the point that it will not track. Repair or replace all seal work damaged by traffic at no expense to the Department.

8) Temperature Limitations. Do not rout when the mat temperature is below 35°F (1.67°C). Apply the sealant only when the roadway surface temperature is between 35°F (1.67°C) and 120° F (49°C).

C. Materials.

1) Reinforcement Matting and Binder. Use a high-strength woven fiberglass fabric and compatible binder with the following requirements.

- Fiberglass Fabric: Use fabric weighing 0.17 lb/sq.ft (814 g/sq.m) minimum.
- Fiberglass Binder: Use a binder compatible with the fiberglass matting and meeting or exceeding the following requirements.

Property	Method	Value
Penetration,	ASTM D-540-82	0.1mm
Softening Point	ASTM D-3668 C	193° C minimum
Viscosity	ASTM D3236	1000-1800 cps
Low Temp. Flexibility	Vermont DOT (mod)	-18 C

2) Waterproof membrane. Use one of the following systems, or a similar one approved by the Project Manager, before the work begins.

Product Name	Manufacturer
Bituthene 5000	W.R. Grace
ColdFlex 2000	PolyGuard
Mel-Dek	W.R. Meadows
M-400A	Protecto Wrap Company
Petrotac	Amoco
Pave Prep	Pavetech
CCW-711	Carlisle Coatings & Waterproofing

3) Crack Sealant. Use sealant meeting the following ASTM D 5167 specifications:

Cone Penetration, 77°F (25°C), dmm (ASTM D5329)	100-150
Cone Penetration, 0°F (-18°C), dmm (ASTM D5329 modified)	25 min.
Flow, 140°F (60°C), 5h (ASTM D5329)	0.4inch (10mm) max.
Resilience, (ASTM D5329)	30-60%
Bond, -20°F (-29°C), 200% ext. (ASTM D5329)	Pass 3 cycles
Recommended Pour Temperature	380°F (193°C)
Safe Heating Temperature	410°F (210°C)
Asphalt Compatibility (ASTM D5329)	Pass

Two supplier products that meet these requirements are:

Crafco 522

Maxwell Elastoflex 72

4) Submittals. Submit product documentation for each of the following items to the Project Manager for approval at least one week prior to the intended placement of the item.

a) Membrane. Include the product specifications, the material safety data sheet, the manufacturer's recommended application procedure and the contractor's plan for installing the membrane.

Do not place any of these items before receiving approval from the Project Manager.

D. Method of Measurement and Basis of Payment.

1) Waterproof Membrane. Measure Waterproof Membrane for payment by the square yard of deck between the curb faces and the area of the curb faces covered by membrane, between the bridge ends. The unit price bid for Waterproof Membrane will include

compensation for labor and materials required to prepare the bridge deck, furnish and place the membrane, including necessary primers and bond coats.

2) Plant Mix Overlay. Include costs associated with supplying and placing the plant mix overlay on the bridge deck, including labor and materials for saw-cutting, routing and sealing joints, in the unit price bid for Plant Mix Surfacing (See the Road Plans Summary).

34. TRAFFIC CONTROL – ROAD CLOSURE

A. The roadway is currently closed at the bridge and will remain closed to through-traffic. Maintain traffic through the Stringari Lane Intersection at all phases of construction. Maintain access to the residence immediately northeast of the bridge at all times.

B. Provide traffic control meeting the approved traffic control plan, Specification Section 618 and the Manual on Uniform Traffic Control Devices.

C. Measurement and Payment. No separate payment will be made. Include all costs associated with work described in this provision in the Traffic Control- LS item.

35. PERMANENT EROSION CONTROL GEOTEXTILE

Provide Non-Woven Permanent Erosion Control Geotextile, High Survivability, Class B, meeting the requirements of Section 716. The geotextile under the Class 3 Riprap must have a minimum mass per unit area of 16 oz./sq. yard in accordance with ASTM D5261.

36. EMBANKMENT FOUNDATION TREATMENT

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

B. Materials.

1) Provide Permanent Erosion Control Geotextile, Class B High Survivability meeting the requirements of Section 716.

2) Provide Special Borrow meeting the AASHTO M 145 requirements for A-1-a group classification with a maximum of 8% by weight passing the #200 sieve. Provide material with a maximum size of 6 inches.

C. Construction Requirements.

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

2) Place geotextile over the embankment subgrade area, as shown on the plans and cross sections, starting 3 feet up the embankment slope and terminating the geotextile 3 feet from the embankment toe, in conformance with Subsection 622.03. Overlap the adjoining edges of the geotextile a minimum of 3 feet with the edge of the upgrade sheet over the edge of the downgrade sheet.

3) Place the first 18 inches of Special Borrow over the geotextile without any specific compaction effort and with the least amount of equipment traffic possible.

4) Place and compact subsequent lifts of embankment material in accordance with Subsection 203.03.3.

D. Method of Measurement.

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

2) Geotextile is measured in accordance with Section 622.

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

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

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

37. SPECIAL BORROW

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

B. Materials. Provide material for special borrow consisting of a well-graded sand and gravel, free of organic and other deleterious material, meeting the AASHTO M 145 requirements for A-1-a group classification, with 100% passing the 6-inch sieve and a maximum of 8% by weight passing the number #200 sieve.

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

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

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

38. SETTLEMENT WAITING PERIOD

A. Description. Settlement waiting periods at embankment construction limits indicated in the following locations are required where roadways are to be paved with plant mix surfacing.

Recommended Embankment Waiting Period Limits

Station	to	Station	Recommended Wait Period between Establishment of Finish Grading and Paving
15+70.75		16+90.48	2 weeks
19+21.52		20+41.25	2 weeks

B. Construction.

1) Construct the embankments to the design subgrade elevation as shown in the plans.

2) After constructing the embankments to the design subgrade elevation, a minimum waiting period is required to allow settlement in the foundation soils. The minimum waiting period is indicated in the table above.

3) Contract Time will not be suspended if other road work continues elsewhere on the project.

4) Upon approval by the Project Manager, continue remaining embankment construction.

5) Regrade embankments or place additional embankment as necessary to compensate for any settlement before placing crushed aggregate course and plant mix surfacing. Settlement up to 3 inches should be anticipated.

C. Method of Measurement and Basis of Payment. This work is not measured for payment, include all associated costs in other bid items.

39. PROTECTION OF CULTURAL SITES

Construction activity including staging and material storage cannot occur south of the bridge east of the existing right-of-way or permit area to protect cultural sites. Place temporary fencing or barricades in accordance with Subsection 607.03.5 along the construction limits to prevent the disturbance. Include all costs associated with temporary fencing in the cost of other items.

40. BRIDGE DEMOLITION NOTIFICATION

Prior to demolition of structures in Montana, including highway bridges, a notification form is required to be submitted to the Montana DEQ Asbestos Control Program. The Montana Demolition Notification form MTACP02 is available through the program internet site at http://deq.mt.gov/Public/asbestos/Forms.

An inspection of the bridge has been conducted, including a review of as-built drawings and inspection photos for the bridge structures, and sampling of suspect materials. No asbestos containing materials have been identified. A copy of the asbestos inspection is available from the Department.

Submit the completed form to the DEQ and the Project Manager at least 10 calendar days prior to commencement of any bridge demolition activities. Provide a copy of the notification acknowledgement to the Project Manager upon receipt from the DEQ.

41. REMOVE STRUCTURE

A. Description. This work includes the removal and disposal of the entire existing steel truss superstructure system and the two existing substructure units in accordance with these special provisions, Section 202, and as approved by the Project Manager. Remove and dispose of the entire existing structure including but not limited to the truss, floor beams, deck, stringers, bridge rails, curbs, bents, foundations, and all incidental items. Do not waste any material within the project limits or any wetland.

1) The existing bridge over the Clarks Fork River is currently closed due to its deteriorated condition.

2) The superstructure is a single-span steel truss, 203-feet long by 16-feet wide.

3) The existing substructure consists of two concrete end abutments.

4) Remove bridge between August 16th and April 15th due to swallow nesting activity.

B. Submittals. Submit to the Project Manager for approval, five copies of a written proposal that describes the proposed plan for removal of the bridge. Do not begin removal operations prior to receiving approval of the plan. Include in the proposal, a narrative of all operations required for the removal of the existing bridge. Approval of the plan is contingent on the review by the Project Manager.

C. Construction Requirements. All superstructure and substructure materials will become the property of the Contractor. Paint on the existing bridge contains lead. Refer to Lead Based Paint Removal and Disposal Special Provision. Dispose of all materials in accordance with approved methods and applicable rules, laws and regulations for disposal of solid waste. No existing structure plans are available.

D. No existing structure plans are available

E. Method of Measurement. Measurement is not made for lump sum items.

F. Basis of Payment. Include in the contract unit price per lump sum bid for Remove Structure, all costs for removing and disposing of the existing structure including furnishing all tools, material, labor, and equipment necessary to complete the work in accordance with this provision.

42. LEAD BASED PAINT (LBP) REMOVAL AND DISPOSAL

A. Description. Lead and other heavy metal-based paint removed from highway bridge structures is considered a hazardous waste.

EPA defines a LBP inspection as a surface-by-surface investigation to determine the presence of LBP. EPA define LBP as any surface coating that contains 5,000 milligrams per kilogram (mg/kg) (or 0.5% by weight). Testing for lead was conducted by submitting a five-point composite bulk sample (comprised of five randomly selected locations on the steel bridge structure that were composited into one sample) to the laboratory for analysis of Resource and Conservation Recovery Act (RCRA) 8 metals. Arsenic, barium, chromium, and lead were detected in the paint sample. Results of laboratory analysis indicate that the total lead content in the bridge paint was a concentration of 83,000 mg/kg (or 8.3% by weight). In addition, the total chromium concentration (1,900 mg/kg) in the paint sample was elevated as well. LBP can cause serious health effects on workers and the environmental if precautionary measures are not conducted.

B. Construction Requirements.

1) Do not remove any paint covering the existing steel structure if not necessary for demolition. Salvage steel coated with LBP with the paint left on. Do not allow paint to escape into the environment. Immediately halt work if LBP waste is observed to be entering the environment and re-evaluate work procedures to prevent any release of LBP to the environment.

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

3) Salvage the existing steel structure in accordance with applicable state and federal regulations.

C. Contractor Responsibilities.

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

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

D. Basis of Payment. Include all costs associated with the requirements stated in this special provision in *Other Items*.

43. RIPRAP REVEGETATION

A. Description. This work is the incorporation of infill material between riprap voids and revegetating material on riprap surfaces outside the vertical projection of the bridge.

B. Materials

1) Riprap infill material. Provide granular bedding material, or native material of a similar gradation approved by the Project Manager.

2) Furnish topsoil meeting Subsection 713.05, in accordance with Subsection 610.03.1, or a locally obtained topsoil with less than 30% coarse fragments (>0.2 inch) by weight.

3) Rolled Erosion Control Blanket. Furnish Long Term Blanket from the Department's QPL. Use only 100% biodegradable blanket that does not contain polypropylene plastic.

4) Seed. Furnish the following seed mix. Use individual substitute species only if the recommended species is not available and substitution is approved by MDT's Reclamation Specialist.

Reclamation Seed Mixture			Broadcast Seeding Rate		
Scientific Name	Common Name	Variety	PLS/ sq. ft.	% of Mix	Pounds PLS/ Acre
Elymus trachycaulus	Slender wheatgrass	Pryor, First Strike or Revenue	13	8	4.0
Pascopyrum smithii	Western wheatgrass	Rosana or Recovery	11	7	5.0

Elymus lanceolatus spp. riparium	Streambank wheatgrass	Sodar	14	9	2.0
Leymus cinereus	Basin wildrye	Magnar or Trailhead	13	9	2.0
Sporobolus cryptandrus	Sand dropseed	VNS	65	43	0.5
Achnatherum hymenoides	Indian ricegrass	Rimrock	27	18	5.0
Thino. Intermedium spp. barbulatum	Pubescent wheatgrass	Luna	9	6	2.0
		GRAND TOTAL	152	100	20.5

C. Construction Requirements.

1) Fill the spaces and voids between the rocks with riprap infill material. Place a sufficient amount of material over the riprap, so that after settling, the level of filter material comes to the very top of the rock.

2) Place the topsoil to a 6-inch depth over the infill material outside the vertical projection of the bridge. Place material in a manner that creates a smooth, uniform surface for seeding.

3) Hand broadcast seed immediately after soil placement, regardless of time of year, with the seed mixture and rates listed. Scarify, harrow or rake the soil immediately prior to and following seeding to incorporate seed to a depth of ¼ to ½ inch into the soil.

4) Install the long-term erosion control blanket immediately following broadcast seeding and scarification as shown in the plan details. Secure blanket with 12-inch wooden stakes per manufacturer spacing recommendation.

D. Method of Measurement and Basis of Payment. The infill material, topsoil placement, erosion blanket/mulch, and seeding are measured and paid for as RIPRAP REVEGETATION at the contract unit bid price per square yard.

44. PROJECT SIGN

A. Description. Furnish, install, and maintaining of a public notification project funding sign.

B. Materials. Furnish materials meeting the requirements of Subsection 618.02. Retro-reflective sheeting is not required. Construct of ¾" minimum thickness exterior plywood (A-B) or APA high density overlay plywood (HDO). The sign face background must consist of at least three (3) coats of white outdoor enamel paint. Minimum sign dimensions of 4'x4' with black lettering fabricated by a professional sign manufacturer.

C. Construction Requirements. Furnish and install one project sign meeting Detailed Drawing 618-01, minimum two-post installation, for public viewing at an appropriate location visible to the public, as approved by the EPM. EPM will provide dollar amounts listed on the sign. The sign must meet the height requirements specified on the Detailed Drawing. Size of text and logos to be approximately proportional to that shown on the preceding template.

D. Basis of payment. Include the cost to furnish, install, and maintain this project sign in the mobilization bid item.

MONTANA
DEPARTMENT OF COMMERCE

CHANCE ROAD BRIDGE REPLACEMENT

FUNDING PARTNERS: **MONTANA DEPARTMENT OF TRANSPORTATION (MDT)**

MONTANA DEPARTMENT OF COMMERCE COAL ENDOWMENT PROGRAM (MCEP) GRANT

CARBON COUNTY

"Working Together to Build a Better Montana"

45. OPTIONAL USE OF DIGITALLY PRINTED SIGNS [704] (ADDED 12-9-21)

A. Description. Requirements for digitally fabricated signs.

B. General.

1) Submit the manufacturer's certificate of compliance a minimum of 14 calendar days prior to sign installation. The certification of compliance must certify that the equipment, materials, operators, and processes have been certified by the sheeting manufacturer.

2) Digitally printed ink systems must meet ASTM D4956 color standards.

3) Follow the sheeting manufacturer's quality control process during the manufacturing process.

4) Apply a clear UV protective overlay to the entire sign face. Ensure the overlaminate complies with the retroreflective sheeting manufacturer's recommendations.

5) Furnish black inks that are entirely opaque.

6) Furnish signs free of printing lines. Ensure inks are homogeneously applied.

7) Store, handle, and transport signs in accordance with the manufacturer's recommendations to prevent damage to the sign.

END OF SECTION I

MDT NONDISCRIMINATION AND
DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes	State protected classes
Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency	Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
    i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
    ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
    iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
    iv. Information on how to request information in alternative accessible formats.

c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml

b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non- discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or

b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

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

- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;

- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

SK GEOTECHNICAL

LOG OF BORING

Boring 952300-ST-1

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 277773.6 ft **Coordinates** E: 2081766.3 ft	**Station:** 21 + 68 **Offset:** 3 ft L
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4000.9 ft
Date Started: 6/3/20	**Date Finished:** 6/3/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BDB	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
			78		4 - 5 - 7		FILL, Poorly-Graded GRAVEL with sand (GP), loose, light brown to gray, dry, fine grained, subangular to subrounded, [A-1].	1.0 / 3999.9	9 8					Bulk Sample 1'-3½' MDD=120.8 pcf OMC=11.4%
			67		5 - 7 - 8		FILL, Clayey SAND with silt (SC-SM), medium dense, brown, moist, fine grained, [A-2].		10 6	21	16	45 29		
			100				Silty CLAY (CL-ML), very soft, brown, moist to wet, [A-4]. Trace roots, some sands. (Alluvium).	3.5 / 3997.4	24 28	27	20	86		
5 / 3995.9			100		WH - WH - WH		Silty SAND (SM), very loose, brown, wet, fine grained, [A-3]. (Alluvium).	6.0 / 3994.9	29					
			100		WH - WH - 2									
10 / 3990.9			72		4 - 11 - 12		Poorly-Graded GRAVEL with sand and silt (GP-GM), medium dense, brown to gray, wet, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).	9.5 / 3991.4 10.5 / 3990.4						

Boring Depth: 10.5 ft, *Elevation: 3990.4 ft*

Water Level Observations		Remarks
After Drilling: 6.8 ft *(3994.1 ft), Augers In*	During Drilling: 9.5 ft *(3991.4 ft)* After Drilling: 6.4 ft *(3994.5 ft), Augers Out*	Remarks: Wet cave-in depth of 6.5' immediately after withdrawal of auger.

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LOG OF BORING

Boring 952300-ST-100

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 278012.1 ft **Coordinates** E: 2081765.5 ft	**Station:** 19 + 29 **Offset:** 3 ft L
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4003.8 ft
Date Started: 6/2/20	**Date Finished:** 6/3/20	**Drilling Fluid:** Water	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BDB	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
			55		3 - 6 - 11		FILL, Poorly-Graded GRAVEL with sand (GP), loose, light brown to gray, dry, fine grained, subangular to subrounded, [A-1]. Trace roots.	0.5 *4003.3*	3					
			55		7 - 12 - 7		FILL, Poorly-Graded SAND with gravel and silt (SP), medium dense, brown, moist to wet, fine to coarse grained, [A-1].		4					
5 *3998.8*			44		8 - 12 - 6				4					
			33		8 - 6 - 5				6					
							▽	7.5 *3996.3*						
10 *3993.8*			33		3 - 4 - 5		Poorly-Graded SAND with gravel (SP), loose to medium dense, brown, wet, fine to coarse grained, [A-1]. (Alluvium).							
			22		25 - 3 - 3		Poorly-Graded GRAVEL with sand and cobbles (GP), loose to very dense, gray to brown, wet, fine to coarse grained, subrounded, [A-1]. (Alluvium).	11.0 *3992.8*						
15 *3988.8*			22		49 - 36 - 24									
							Clayey SAND (SC), loose to medium dense, orangish brown, wet, fine to coarse grained, [A-2]. Some gravel. (Alluvium).	17.0 *3986.8*	23					
20 *3983.8*			0		2 - 2 - 6									
									18					
25 *3978.8*			61		6 - 12 - 14									
									15					
30			50		10 - 12 - 17									
3973.8														

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Water Level Observations		Remarks
▽ After Drilling: ()	▽ During Drilling: 7.7 ft (3996.1 ft) ▽ After Drilling: ()	Remarks: Wet cave-in depth of 10.3' immediately after withdrawal of auger.

SK GEOTECHNICAL

LOG OF BORING

Boring 952300-ST-100

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 278012.1 ft **Coordinates** E: 2081765.5 ft	**Station:** 19 + 29 **Offset:** 3 ft L
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4003.8 ft
Date Started: 6/2/20	**Date Finished:** 6/3/20	**Drilling Fluid:** Water	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BDB	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
							Poorly-Graded GRAVEL with sand and cobbles (GP), very dense, gray to brown, wet, fine to coarse grained, subrounded, [A-1]. Some silt. (Alluvium).	30.0 *3973.8*						
35 *3968.8*			17		8 - 20 - 50/0.3ft									
							SHALE, gray, very thinly bedded, very soft field hardness.	36.0 *3967.8*						
									14	41	19	94		
40 *3963.8*			89		19 - 26 - 50									
							SILTSTONE, gray, thickly bedded, soft field hardness.	42.0 *3961.8*						
									16	32	15	89		
45 *3958.8*			84	60	16 - 50/0.2ft								150	UCS=3,397 psi
							CLAYSTONE, dark gray, very thinly bedded, medium to hard field hardness. Interbedded soft shale and sandstone.	45.0 *3958.8*						
			96	79										
50 *3953.8*														
							SANDSTONE, gray, fine grained, thickly bedded, soft to moderately hard field hardness. Interbedded claystone.	53.0 *3950.8*						
			100	100										
55 *3948.8*													136	UCS=346 psi
													152	UCS=3,795 psi
			100	95										
60 *3943.8*							SANDSTONE, gray, fine grained, thickly bedded,	59.0 *3944.8*						

Water Level Observations

During Drilling: 7.7 ft *(3996.1 ft)*

After Drilling: *()*

After Drilling: *()*

Remarks: Wet cave-in depth of 10.3' immediately after withdrawal of auger.

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LOG OF BORING

Boring 952300-ST-100

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 278012.1 ft **Coordinates** E: 2081765.5 ft	**Station:** 19 + 29 **Offset:** 3 ft L
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4003.8 ft
Date Started: 6/2/20	**Date Finished:** 6/3/20	**Drilling Fluid:** Water	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BDB	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
							soft to moderately hard field hardness.						131	UCS=1,269 psi
			100	100									128	UCS=1,552 psi
65 3938.8														
			100	100										
70 3933.8														
			100	100			SHALE, gray, very thinly bedded, soft field hardness.	73.5 3930.3						
75 3928.8														
							Boring Depth: 76.2 ft, *Elevation: 3927.6 ft*	76.2 3927.6						

Water Level Observations		Remarks
After Drilling: ()	During Drilling: 7.7 ft (3996.1 ft) After Drilling: ()	Remarks: Wet cave-in depth of 10.3' immediately after withdrawal of auger.

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LOG OF BORING

Boring 952300-ST-101

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 278231.1 ft **Coordinates** E: 2081766.3 ft	**Station:** 17 + 10 **Offset:** 3 ft L
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4003.7 ft
Date Started: 6/1/20	**Date Finished:** 6/2/20	**Drilling Fluid:** Water	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BAC	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
			78		7 - 8 - 7		FILL, Poorly-Graded GRAVEL with sand (GP), medium dense, light brown to gray, moist, fine to coarse grained, subangular to subrounded, [A-1].	0.7 *4003.0*	3					
			78		7 - 10 - 14		FILL, Poorly-Graded SAND with silt (SP-SM), medium dense, brown, moist, fine to coarse grained, subangular to subrounded, [A-2].	2.5 *4001.2*	3					
5 *3998.7*			33		10 - 6 - 5		FILL, Poorly-Graded GRAVEL with sand (GP), medium dense, light brown to gray, moist, fine grained, subangular to subrounded, [A-1].		2					
			61		5 - 6 - 5		FILL, Poorly-Graded SAND with silt (SP-SM), medium dense, brown, moist, fine grained, subangular to subrounded, [A-2]. ▽	6.0 *3997.7* 7.0 *3996.7*	3					
10 *3993.7*			17		4 - 5 - 5		Poorly-Graded GRAVEL with sand (GP), medium dense, light brown to gray, moist to wet, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).	8.0 *3995.7*						
			28		2 - 1 - 2		Poorly-Graded SAND with silt (SP-SM), medium dense, light brown, wet, fine to coarse grained, [A-2]. (Alluvium).	10.0 *3993.7* 11.5 *3992.2*						
15 *3988.7*			22		6 - 5 - 2		Poorly-Graded GRAVEL with sand (GP), medium dense, brown to gray, wet, fine to coarse grained, subrounded, [A-1]. (Alluvium). Poorly-Graded SAND with silt and gravel (SP-SM), very loose to medium dense, brown to gray, wet, fine to coarse grained, [A-2]. (Alluvium).							
20 *3983.7*			55		8 - 16 - 6									
25 *3978.7*			61		7 - 8 - 5									
							Poorly-Graded GRAVEL with sand (GP), Cobbles, medium dense, gray, wet, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).	27.0 *3976.7*						
30 *3973.7*			61		11 - 12 - 10									

Water Level Observations		Remarks
▽ During Drilling: 7.8 ft *(3995.9 ft)*	▼ After Drilling: *()*	Remarks: Wet cave-in depth of 4.5' immediately after withdrawal of auger.

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LOG OF BORING

Boring 952300-ST-101

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 278231.1 ft **Coordinates** E: 2081766.3 ft	**Station:** 17 + 10 **Offset:** 3 ft L
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4003.7 ft
Date Started: 6/1/20	**Date Finished:** 6/2/20	**Drilling Fluid:** Water	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BAC	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
							Poorly Graded Gravel with Sand Continued...							
							CLAYSTONE, gray, very thinly bedded, very soft to soft field hardness. Interbedded shale and sandstone.	32.0 3971.7						
35 3968.7			89 77	49	6 - 24 - 50/0.3ft				16	35	22	92		
			100	75										
40 3963.7							SANDSTONE, gray, fine grained, medium bedded, hard field hardness.	39.5 3964.2						
													160	UCS=11,691 psi
							Shaley SANDSTONE, dark gray, fine grained, medium bedded, medium field hardness.	42.0 3961.7						
			100	100			SANDSTONE, gray, fine grained, thickly bedded, moderately hard field hardness.	43.0 3960.7					149	UCS=2,863 psi
45 3958.7													130	UCS=1,107 psi
			100	85										
50 3953.7													128	UCS=975 psi
													125	UCS=1,023 psi
			100	95			SHALE, dark gray, very thinly bedded, very soft field hardness. Coal lenses throughout.	53.5 3950.2						
55 3948.7														
							SANDSTONE, gray, fine grained, medium bedded, moderately hard field hardness.	56.0 3947.7					151	UCS=3,190 psi
							SHALE, dark gray, very thinly bedded, very soft to soft field hardness. Coal lenses throughout.	57.0 3946.7						
			100	87									134	UCS=114 psi
60 3943.7														

Water Level Observations

- During Drilling: 7.8 ft *(3995.9 ft)*
- After Drilling: *()*
- After Drilling: *()*

Remarks: Wet cave-in depth of 4.5' immediately after withdrawal of auger.

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LOG OF BORING

Boring 952300-ST-101

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 278231.1 ft **Coordinates** E: 2081766.3 ft	**Station:** 17 + 10 **Offset:** 3 ft L
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4003.7 ft
Date Started: 6/1/20	**Date Finished:** 6/2/20	**Drilling Fluid:** Water	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BAC	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
							Shale Continued...							
			100	93										
65 3938.7													137	UCS=235 psi
			100	85										
							SANDSTONE, gray, fine grained, medium bedded, moderately hard field hardness.	69.0 3934.7						
70 3933.7														
			100	88										
							SHALE, dark gray, very thinly bedded, soft field hardness. Coal lenses throughout.	74.0 3929.7						
75 3928.7								76.0 3927.7						

Boring Depth: 76.0 ft, *Elevation: 3927.7 ft*

Water Level Observations		
After Drilling: ()	During Drilling: 7.8 ft *(3995.9 ft)* After Drilling: ()	Remarks: Wet cave-in depth of 4.5' immediately after withdrawal of auger.

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LOG OF BORING

Boring 952300-ST-2

Project: Clarks Fork - 9 M S Belfry		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 278473.8 ft **Coordinates** E: 2081759.6 ft	**Station:** 14 + 67 **Offset:** 3 ft R
Project Number: STPB 9005(54)	**UPN:** 952300	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 3996.7 ft
Date Started: 6/2/20	**Date Finished:** 6/2/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** E. Coldwell		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 9S 22E 32 - BAC	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
			61		8 - 13 - 5		FILL, Poorly-Graded GRAVEL with sand (GP), medium dense, gray to light brown, dry to moist, fine grained, subangular to subrounded, [A-1].	1.5 *3995.2*	4 16	25	17	68		Pen: 4 tsf Bulk Sample 1'-5' MDD=132.3 pcf OMC=8.2%
			100		3 - 6 - 4		Clayey SAND with gravel (SC), loose, brown, moist, fine grained, [A-2]. (Alluvium).	2.0 *3994.7*	6	15	13	26		
			22				Sandy Lean CLAY (CL), medium stiff to stiff, brown, moist to wet, [A-6]. (Alluvium).		21 28	28	15	76		
5 *3991.7*			78		1 - 2 - 6			5.5 *3991.2*						
			72		8 - 17 - 26		Poorly-Graded GRAVEL with sand and silt (GP-GM), medium dense to dense, gray to brown, wet, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).							
10 *3986.7*			61		4 - 11 - 19			10.5 *3986.2*						

Boring Depth: 10.5 ft, *Elevation: 3986.2 ft*

Water Level Observations	
After Drilling: **4.7 ft** ***(3992.0 ft), Augers In***	During Drilling: **6.0 ft** ***(3990.7 ft)***
	After Drilling: **4.2 ft** ***(3992.5 ft), Augers Out***

Remarks: Wet cave-in depth of 5.2' immediately after withdrawal of auger.

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STANDARD PROVISIONS INDEX

FEDERAL AID PROJECTS CONTAINS

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

Required Contract Provisions Federal-Aid Const. Contracts (FORM FHWA-1273) [Rev.7-5-2022]..... 13 Pages

Supplemental Revisions for Required Contract Provisions Federal-Aid Const. Contracts (FORM FHWA-1273) [Added 2-4-2016] ..... 1 Page

EEO Affirmative Action Req. on Federal-Aid Construction ..... 1 Page

"General Decision Number: MT20220080 06/03/2022

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	06/03/2022

SUMT2022-001 04/01/2022

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

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing when work is done under hyperbaric conditions.

Depth Pay (Surface Diving):

0-20 ft.: Free zone

>20-100 ft.: $2.00 per ft.

>100-150 ft.: $3.00 per ft.

>150-220 ft.: $4 00 per ft.

>220 ft.: $5.00 per ft.

Diving in Enclosures (Diver Only):

0-25 ft.: Free zone

>25-300 ft.: $1.00 per ft.

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

LABORER

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

Group 1: Flag Person

Group 2: All General Labor work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker

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

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

PAINTER (Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in application of pavement markings including epoxies, paints, tape,buttons, thermo-plastics, and any other products applied for traffic marking purposes and for directing and regulating traffic and cutting rumble strips).....$ 34.95 12.47

POWER EQUIPMENT OPERATOR:

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

Group 1: Air Compressor; Auto Fine Graders; Belt Finishing Machine; Boring Machine (small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front End Loader Under 1 CU Yard; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, All Except Cranes & Shovels; Pumpman

Group 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 CU Yard; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer; Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front End Loader 1 CU Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types; Hoist/Tugger, All; Hydralift & Similar; Industrial Locomotive; Motor Patrol, Except Finish; Mountain

Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, Other Than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 Tons and Over; Ross Carrier; Rotomill Under 6 Ft; Trenching Machine; Washing/Screening Plant

Group 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel Over 3 CU Yard; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes; Creter; Cranes, Electric Overhead; Cranes 24 Tons and Under; Curb Machine/Slip Form Paver; Finish Dozer; Front End Loader over 5 CU Yard; Mechanic/Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 FT; Scraper, Single, Twin or Pulling Belly Dump; Yo-Yo Cat

Group 4: Asphalt/Hot Plant Operator, Cranes, 25 Tons to 44 Tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

Group 5: Cranes, 45 Tons to Including 74 Tons

Group 6: Cranes, 75 Tons to Including 149 Tons; Crane, Whirley (All)

Group 7: Cranes, 150 Tons to Including 250 Tons (Add $ 1.00 For Every 100 Tons Over 250 Tons; Crane, Tower (All)

TRUCK DRIVER

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

Group 1: Pilot Car

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

* an existing published wage determination

* a survey underlying a wage determination

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

* a conformance (additional classification and rate) ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in

2.) and 3.) should be followed.

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

Write to:

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

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

Write to:

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

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

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

Write to:

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

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

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END OF GENERAL DECISION"

Effective 09-08-22

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S ACKNOWLEDGMENT:

_____
Company

By: _____
Name

_____
Title

_____
Date

WORK SITE LOCATION:

_____
Town

_____
State

_____
Project #

Rev. 01/01/04

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS
Rev. 3-15-02
EEO AFFIRMATIVE ACTION REQUIREMENTS ON
FEDERAL & FEDERAL-AID CONSTRUCTION CONTRACTS

Federal-aid contractors are hereby notified they are subject to the OFCCP goals and timetables for minority and female participation expressed below. Compliance with the goals and OFCCP affirmative action efforts for contracts and subcontracts consisting of $10,000 or more will be determined by OFCCP officials.

APPENDIX A

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION EACH TRADE	6.9%
TIMETABLES	GOALS FOR MINORITY PARTICIPATION IN EACH TRADE
153 Great Falls, MT	
SMSA (Standard Metropolitan Statistical Area) Counties	
3040 Great Falls, MT	3.2%
Cascade County	
Non-SMSA Counties	4.1%
Blaine, Broadwater, Chouteau, Fergus, Glacier, Hill, Jefferson, Judith Basin, Lewis & Clark, Liberty, Meagher, Petroleum, Phillips, Pondera, Teton, Toole, Valley, Wheatland	
154 Missoula, MT	
Non-SMSA Counties	2.7%
Beaverhead, Deer Lodge, Flathead, Granite, Lincoln, Madison, Mineral, Lake Missoula, Powell, Ravalli, Sanders, Silver Bow	
155 Billings, MT	
SMSA Counties	
0880 Billings, MT	3.3%
Yellowstone County	
Non-SMSA Counties	3.3%
Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Gallatin, Garfield, Golden Valley, McCone, Musselshell, Park, Powder River, Prairie, Rosebud, Stillwater, Sweet Grass, Treasure, Wibaux, Yellowstone Nat'l Park	
Non-SMSA Counties	
Daniels, Sheridan, Richland, Roosevelt	4.4%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.