CONTRACT NO. 04224

Backsfed.020124

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION
BID PACKAGE

Sealed bids for construction of this project will be received by the Montana Department of Transportation, Construction Contracting Bureau, Room 101, 2701 Prospect, Helena, Montana until 9:00 a.m. on February 1, 2024. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

STPB 9025(91) Blackfoot River – 3M W Lincoln

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 #04224
AWARDED ON: FEBRUARY 13, 2024
TO: SLETTEN CONSTRUCTION COMPANY

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Malcolm “Mack” Long
Director of Transportation

Contract No.04224
SEH:ST:9776000AWD

AWARD COPY

CURRENT QUESTIONS & ANSWERS

101 - BLACKFOOT RIVER - 3M W LINCOLN - February 01, 2024

Notifications

-1-

Submitted: Wednesday 10-JAN-2024 08:20 AM

New Federal Wage Rates, General Decision Number MT20240079, are now in effect and hereby replace General decision number MT20230079 found in the advertised proposal: **WAGE RATES** **(See end of Q & A)**

Addendums

-1-

Submitted: Tuesday 30-JAN-2024 10:05 AM

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

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

Clarifications

-1-

Submitted: Friday 12-JAN-2024 08:46 AM

The current Special Provision No. 37, TRAFFIC CONTROL – DETOUR, is rescinded and replaced with the revised Special Provision **TRAFFIC CONTROL DETOUR UPDATED** **(See end of Q & A)** and is hereby incorporated into the contract.

-2-

Submitted: Thursday 18-JAN-2024 10:25 AM

Bid Item 108 000 010 STRUCTURE ANALYSIS is deleted.

An Addendum will be posted with amended bid files

-3-

Submitted: Wednesday 31-JAN-2024 11:15 AM

The 'ADDENDUM' insert instructions have been revised with the following language to clarify the new addenda process

Addendum/Addenda: Consist of contract revision(s) after advertisement and before opening proposals. Addenda to the advertised bid package include the Question and Answer Forum and Amendments. All Addenda are acknowledged by checking the box at the bottom of the Bidding Acknowledgement tab in AASHTOWARE Project Bids. Bid files for AASHTOWARE Project Bids will only be updated for Amendments.

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

Questions

-1-

Submitted: Friday 05-JAN-2024 10:07 PM

Company: Frontier West

Contact: Kris Anderson

Would MDT please provide as-builts for the existing structure?

Answer

Submitted: Tuesday 16-JAN-2024 09:36 AM

During the design process, as-built plans for the existing structure could not be found.

CURRENT QUESTIONS & ANSWERS

-2-
Submitted: Tuesday 09-JAN-2024 11:39 AM
Company: Sletten Construction Co.
Contact: Michael Anderson
Special Provision 21 SPA 124 line C.3) discusses pulling pile utilizing "the direct pull method". Please tell me where we can find the Project's definition of "the direct pull method". If the Project's "direct pull method" precludes the use of a vibratory hammer that should be known. Thank you.
Answer
Submitted: Friday 12-JAN-2024 7:35 AM
Based on the current permit conditions, vibratory devices are not allowed for use outside of the July 15-September 30 in-stream work window.

-3-
Submitted: Wednesday 17-JAN-2024 09:52 AM
Company: Jackson Contractor Group
Contact: Adam Smith
Special Provision 27 required the Prime Contractor to be a Prequalified Stream Restoration Contractor to complete the bioengineered bank work. The special provision also says that contractors not currently pre-qualified can obtain pre-qualification information from the Construction Engineering Services and a complete SOQ must be received a minimum of 14 calendar days prior to bid opening. In reviewing the qualifications of this SOQ, it requires the Contractor's Key Personnel and operators to have at least two weeks of training in natural channel design such as those provided by Wildland Hydrology or other equivalent approved coursework. While this is typical of stream restoration-specific contractors such as those already prequalified and listed on the MDTs website, it may not be typical of bridge-building general contractors. Furthermore, all classes by Wildland Hydrology and required per the SOQ are already filled this year. Can you please that this requirement will be held for this bid or if it can be circumvented by using one of the already approved stream restoration contractors?
Answer
Submitted: Wednesday 17-JAN-2024 01:10 PM
Special Provision 27, PREQUALIFIED STREAM RESTORATION CONTRACTORS is rescinded and replaced with the revised special provision: **PREQUALIFIED STREAM RESTORATION CONTRACTORS** **(See end of Q & A)**
Section A. Description, is modified as follows: A. Description. A Prequalified Stream Restoration Contractor is required to complete the bioengineered bank work as shown in the plans and described elsewhere in the bid documents.

-4-
Submitted: Friday 19-JAN-2024 02:48 PM
Company: Contech
Contact: Tim Miller
This project will be on a very tight timeline for fabrication of the vehicular truss. What will be the anticipated review time for MDT/Consultant on the bridge shops? Could the contractor be allowed a Winter shutdown which would allow for the bridge to be erected and deck poured in Spring 2025? On the Milk River Vehicular truss (near Zurich) stay in place decking was allowed. Would stay in place decking be allowed for this project?
Answer
Submitted: Tuesday 23-JAN-2024 08:33 AM
The intent is to open the new structure to traffic by fall of 2024. The Department will review submittals in accordance with Section 105.02.1. Contract Time will be charged in accordance with Section 108.07.3. The use of stay in place forms was considered but are not allowed. Current Department policy does not allow deck forms to stay in place as they prevent our inspectors from evaluating the deck soffit.

CURRENT QUESTIONS & ANSWERS

-5-
Submitted: Tuesday 23-JAN-2024 08:49 AM
Company: Sletten Construction Co.
Contact: Michael Anderson
Please confirm deck drains and associated drain systems are not required on this project. Thank you.
Answer
Submitted: Tuesday 23-JAN-2024 01:13 PM
That is correct. There are no deck drains or drainage systems as part of this bridge.

-6-
Submitted: Tuesday 23-JAN-2024 03:49 PM
Company: Frontier West LLC
Contact: Kris Anderson
Plan Sheet B8 Approach slab note 4 calls for transverse grooving for the approach slab but we do not see a call out for transverse grooving on the deck. Is transverse grooving required for the deck but just not called out or is approach slab note 4 on plan sheet B8 a mistake?
Answer
Submitted: Thursday 25-JAN-2023 12:09 PM
Special Provision 35, Pre-Fabricated Truss, states to provide transverse deck grooving and provides an estimated quantity for the bridge deck. Transverse deck grooving of the concrete bridge deck is included in the Bridge Superstructure (LS) Bid Item as noted under the Basis of Payment section.
Regarding the approach slabs, the note on B8 is accurate: As indicated on sheet B8, provide transverse deck grooving in the unit price bid per square yard of Approach Slab – Concrete.

-7-
Submitted: Monday 29-JAN-2024 09:21 AM
Company: Frontier West, LLC
Contact: Craig Lien
Superstructure design, procurement, and fabrication will be extremely challenging to meet the project requirements. Would the department be able to do an accelerated award to allow for design and material procurement as soon as possible? Will payment for superstructure early phase items be available prior to official notice to proceed time? Thanks
Answer
Submitted: Monday 29-JAN-2024 11:29 AM
Contract Award will remain as scheduled on February 13, 2024. Special Provision 2, Contract Time, is rescinded and replaced with the linked special provision: **CONTRACT TIME - FLEX**.
(See end of Q & A) A flex time - Notice To Proceed of April 1, 2024 will allow the Contractor to advance the notice to proceed date to an earlier date with written notification.

General Decision Number: MT20240079 01/05/2024

Superseded General Decision Number: MT20230079

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30,2022, or the contract is renewed or extended (e.g., an option is exercised) on or option is exercised) on or after January 30, 2022.	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022.	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts .

Modification Number	Publication Date
0	01/05/2024

SUMT2023-001 04/01/2022

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

DIVER

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

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

Depth Pay (Surface Diving):
0-20 ft.: Free zone
>20-100 ft.: $2.00 per ft.
>100-150 ft.: $3.00 per ft.
>150-220 ft.: $4 00 per ft.
>220 ft.: $5.00 per ft.

Diving in Enclosures (Diver Only):
0-25 ft.: Free zone
>25-300 ft.: $1.00 per ft.

ELECTRICIAN (LINE CONSTRUCTION)

Equipment Operator	$ 38.38	18.60
Groundman.	$ 29.96	17.64
Lineman	$ 50.11	19.88

ELECTRICIAN

All Areas	$ 39.08	20.00

IRONWORKER	$ 30.43	25.22

LABORER

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

GROUP 1: Flag Person

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

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

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

PAINTER $ 36.00 12.84

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

POWER EQUIPMENT OPERATOR:

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

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

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 CU Yard; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher, Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer; Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front End Loader 1 CU Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types; Hoist/Tugger, All; Hydralift & Similar; Industrial Locomotive; Motor Patrol, Except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, Other Than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 Tons and Over; Ross Carrier; Rotomill Under 6 Ft; Trenching Machine; Washing/Screening Plant

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

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

GROUP 5: Cranes, 45 Tons To Including 74 Tons

GROUP 6: Cranes, 75 Tons To Including 149 Tons; Crane, Whirley (All)

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

TRUCK DRIVER

Group 1	$ 28.21	12.57
Group 2	$ 35.74	12.57

GROUP 1: Pilot Car

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

1. TRAFFIC CONTROL – DETOUR

A. Description. This work consists of providing traffic control in order to close the present traveled way (PTW) and detour to alternate routes.

B. Construction Requirements.

1) Do not close the present traveled way (PTW) prior to July 8, 2024. Prior to working within the PTW, close the roadway to through-traffic as necessary to replace the bridge. Work outside the PTW such as limited excavation, clearing & grubbing, vegetation removal, and fencing may be performed prior to detouring traffic, at the discretion of the Project Manager. Maintain traffic along each end of Dalton Mountain Road at all phases of construction.

2) The anticipated alternate routes are Stemple Pass Road from MT 200 to Herrin Lake Road, Herrin Lake Road from Stemple Pass Road to Dalton Mountain Road and, Dalton Mountain Road from Herring Lake Road to the project begin. The detour length is approximately 11 miles, bridge end to bridge end. Notify local emergency services (Sheriff, Fire, Ambulance, etc.) personnel of the closure and detour routes prior to closure. Maintain emergency services and local access to either side of the bridge location at all times.

3) The Contractor will be responsible for dust control on Herrin Lake Road (4.5-miles) along the detour route during construction. Dust control to consist of a minimum of two applications of Magnesium chloride - one at beginning of work and one halfway through construction.

4) Provide traffic control meeting the approved traffic control plan, Specification Section 618 and the Manual on Uniform Traffic Control Devices. Furnish Detour Signs in accordance with the Detour Route Detail and special provisions.

C. Measurement and Payment. No separate payment will be made. Maintenance of the detour is not measured for payment. Include all costs associated with work including maintenance and dust control described in this provision in the Traffic Control- LS item.

1. PREQUALIFIED STREAM RESTORATION CONTRACTORS

A. Description. A Prequalified Stream Restoration Contractor is required to complete the bioengineered bank work as shown in the plans and described elsewhere in the bid documents.

B. Requirements.

1) A list of pre-qualified stream restoration contractors is located at the following website: http://www.mdt.mt.gov/business/contracting/prequalified.shtml.

2) Contractors not currently pre-qualified by the Department to perform stream restoration work can obtain pre-qualification information from the Construction Engineering Services Bureau, (406) 444-6015, 2701 Prospect Ave., Helena, Montana. A complete Statement of Qualifications (SOQ) must be received a minimum of 14 calendar days prior to the bid opening as specified in the Invitation for Bids.

3) The Contractor and Stream Restoration Contractor will attend a Pre-Work meeting on site to discuss the proposed work with the MDT District Biologist and Project Manager. Notify the Project Manager a minimum of five days prior to the desired meeting time. Construction equipment, task sequencing, and construction methods will be discussed and finalized before work can commence.

4) Adjustments may be necessary to minimize disturbance to existing vegetation or other river features and to field-fit the design. Ensure all adjustments are approved by Project Manager prior to execution of the work. The Project Manager will coordinate the proposed changes with the MDT District Biologist prior to approval.

C. Measurement and Payment. Include all costs associated with using a prequalified Stream Restoration Contractor in the associated bid items.

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

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

B. Notice to Proceed. The notice to proceed will be issued with an effective date of April 1, 2024 for compliance with the Migratory Bird Treaty Act. After Migratory Bird requirements are completed, contract time will be suspended until July 8, 2024. The Contractor may change the notice to proceed date to an earlier date if written notification is received at least ten calendar days in advance of the date selected and the selected date is approved by the Project Manager. Include an updated schedule with the notification.

C. Contract Time. Contract time assessment will begin on the notice to proceed date issued by the Department or as changed by the Contractor, whichever is earlier. Work is to be completed in 100 working days.

CONTRACT NO. 04224

Montana Department of Transportation
Construction Contracting Bureau

Date(s) Issued:
January 30, 2024

A D D E N D U M

For The Following Project(s)
To Be Let On:
February 1, 2024

101 – Blackfoot River – 3 M W Lincoln
STPB 9025(91)

REVISED SCHEDULE OF ITEMS
Deleting Item #:
108 000 010 - Structure Analysis – 1.00 - LS

INSTRUCTIONS – READ CAREFULLY

Addendum/Addenda: Consist of contract revision(s) after advertisement and before opening proposals. Addenda to the advertised bid package include the Question and Answer Forum and Amendments. All Addenda are acknowledged by checking the box at the bottom of the Bidding Acknowledgement tab in AASHTOWARE Project Bids. Bid files for AASHTOWARE Project Bids will only be updated for Amendments.

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Darin Reynolds, Bureau Chief
Construction Contracting Bureau

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 04224

PROJECT: STPB 9025(91) 9776091000 BLACKFOOT RIVER 3 MILES WEST LINCOLN

SECTION: 0001 - BRIDGE REPLACMENT

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0010	104030010	MISCELLANEOUS WORK	UNIT	20,000.00
0020	104030011	MISCELLANEOUS ITEMS-LS	LS	1.00
0030	104030037	MISCELLANEOUS ITEMS-SQYD	SQYD	48.00
0040	105070000	CONTRACTOR SURVEY AND LAYOUT	LS	1.00
0050	108000000	CRITICAL PATH SCHEDULE	LS	1.00
0070	109200005	MOBILIZATION	LS	1.00
0080	202020041	REMOVE STRUCTURE	LS	1.00
0090	203020100	EXCAVATION-UNCLASSIFIED	CUYD	2,160.00
0100	203020310	SPECIAL BORROW-NEAT LINE	CUYD	2,225.00
0110	208010150	TEMPORARY EROSION CONTROL-LS	LS	1.00
0120	208010200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0130	208010500	BIOENGINEERED BANK	LS	1.00
0140	301020111	SELECT SURFACING	CUYD	851.00
0150	301020254	BRIDGE END BACKFILL-TYPE 3	CUYD	915.00
0160	301020340	CRUSHED AGGREGATE COURSE	CUYD	70.00
0170	501010120	PORT CEM CONC PAVE 8 IN	SQYD	210.00
0180	551020035	CONCRETE-CLASS STRUCTURE	CUYD	114.60
0190	551020166	CONCRETE-CLASS DRILLED SHAFT	CUYD	246.20
0200	552010053	BRIDGE SUPERSTRUCTURE	LS	1.00
0210	552010810	APPROACH SLAB-CONCRETE	SQYD	57.80
0220	555010100	REINFORCING STEEL	LB	44,395.00
0230	555010200	REINFORCING STEEL-EPOXY COATED	LB	5,834.00
0240	555010400	REINFORCING STEEL-SEISMIC	LB	13,758.00
0250	557010013	BRIDGE RAIL-W830	LNFT	308.80
0260	558000160	DRILLED SHAFT - 5.0 FT	LNFT	338.50
0270	558001225	DRILLED SHAFT CASING	LB	13,610.40
0280	558001300	TEMP DRILLED SHAFT CASING	LNFT	338.50
0290	558010050	THERMAL INTEGRITY PROFILER	EACH	4.00
0300	603015270	EMBANKMENT PROTECTOR 18 IN	LNFT	78.00

SECTION: 0001 - BRIDGE REPLACMENT

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0310	606010230	GUARDRAIL-STL/BR APPR-TY 3	EACH	4.00
0320	606010335	MASH W-BEAM TERMINAL SECTION	EACH	3.00
0330	606010337	MGS GUARDRAIL/LONG POSTS	LNFT	50.00
0340	606010346	MGS INTERSECTING RDWAY TERMINAL	LNFT	62.50
0350	607100009	FENCE - WILDLIFE FRIENDLY FW	LNFT	934.00
0360	607100360	FARM FENCE-PANEL/SINGLE FW	EACH	14.00
0370	607100380	FARM FENCE-PANEL/DOUBLE FW	EACH	13.00
0380	607100430	FARM GATE-WIRE-TYPE G-2	LNFT	80.00
0390	607100450	FENCE-PEDESTRIAN PASS	EACH	1.00
0400	607100720	DEADMAN	EACH	2.00
0410	609010112	CURB 4 IN-CONCRETE	LNFT	184.80
0420	610100559	REVEGETATION	LS	1.00
0430	610100560	RIPRAP REVEGETATION	SQYD	601.00
0440	613100040	RIPRAP-CLASS 2 RANDOM	CUYD	672.40
0450	613300050	BANK PROTECTION-TYPE 3	CUYD	12.00
0460	618030015	TRAFFIC CONTROL-FIXED	UNIT	500.00
0470	618030080	TRAFFIC CONTROL-LS	LS	1.00
0480	619010090	SIGNS-ALUM REFL SHEET XI	SQFT	5.80
0490	619010230	REMOVE SIGN	EACH	12.00
0500	619010310	POSTS-STEEL U SIGN	LB	33.00
0510	622011043	PERM EROSION CONTROL-HIGH SURV	SQYD	1,919.00
0520	622011172	GEOCOMPOSITE DRAIN	SQYD	75.00

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SPECIAL PROVISIONS

FEDERAL AID PROJECT NO(S). STPB 9025(91)

(REVISED 1-11-24)

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

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

- "Question and Answer Forum": https://www.mdt.mt.gov/business/contracting/qacurrent.shtml
- "Standard Specifications for Road and Bridge construction": https://www.mdt.mt.gov/other/webdata/external/const/specifications/2020/SPEC-BOOK/2020-SPEC-BOOK-V5-0.pdf
- The most recent version of the Detailed Drawings: https://www.mdt.mt.gov/business/contracting/detailed_drawings.shtml
- The most recent version of the Materials Manual: https://www.mdt.mt.gov/other/webdata/external/materials/materials_manual/MDT-MATERIALS-MANUAL-011124-LETTING.pdf

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

The Question-and-Answer Forum opens at 5:00 p.m. on the bid letting advertisement date and closes at 10:00 a.m. on the Monday before the bid letting. If Monday is a state holiday, the forum will close on Friday before the bid letting at 3:00 p.m. Answers provided by the Department to the questions, clarifications, and notifications can be posted up to 5:00 p.m. on the day before the letting.

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

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

1. PROJECT DESCRIPTION [102]

Replacement of the existing structure and reconstruction of approaches on Dalton Mountain Road located in Lewis and Clark County. Work includes grading, Portland cement concrete surfacing, remove and replace structure, bioengineered bank, fencing, and riprap. The project is located three miles west of Lincoln at RP 0.3.

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

~~The work begins on the effective date stated in the Notice to Proceed (NTP) and is to be completed in 100 Working Days. The NTP will be issued with an effective date of April 1, 2024, for compliance with the Migratory Bird Treaty Act. After Migratory Bird requirements are completed, contract time will be suspended until July 8, 2024~~.

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

The following definitions have been revised or added:

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

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

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

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

4. CONSULTANT ENGINEERING AND INSPECTION (CEI) ADMINISTERED PROJECTS

This project will use CEI services to administer the project. The CEI will be the authorized representative for the department as the Project Manager and Inspectors.

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

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

1) Table of Contractor's Submittals. (Revised 1-11-24)
2) Traffic Control Rate Schedule (Revised 3-9-23)
3) Erosion Control Rates

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

The DBE goal for this contract is 0.00%. Use the AASHTOWare Project BidsTM Electronic Bid System (EBS) to print the DBE submittal and timing requirements. If the contract does not have a project-specific goal, the field will display in the AASHTOWare Project BidsTM bid file as a blank field.

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

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

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

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

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

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

Contract specific goals are not placed on contracts; however, the Department has an overall 6.3% DBE goal it must achieve. To assist contractors in determining their DBE

commitment level, the Department has reviewed the estimates for this contract, and has established an aspirational goal of 4.0% DBE usage. Although not a contract requirement, the Department believes that the aspirational goal can realistically be achieved through race neutral measures based on current availability of DBEs and standard competitive procurement processes. While the utilization is not mandatory to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Montana's DBE Program.

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

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

Contractors are encouraged to identify any opportunities to subcontract to DBEs. The Department's DBE directory may be found at the following website: https://app.mdt.mt.gov/ess-dbe/.

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

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

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

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

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

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

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

11. 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.

12. 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.

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

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

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

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 #
Lincoln Telephone	Underground Fiber Optic	Justin Grosfiel	406-437-3146

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

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

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

Furnish construction materials manufactured in the United States. Construction materials include articles, materials, or supplies that are or consist primarily of:

- Non-ferrous metals.

- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).
- Glass (including optic glass).
- Fiber optic cable (including drop cable).
- Optical fiber.
- Lumber.
- Drywall, and
- Engineered wood.

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

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

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

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

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

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

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

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

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

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

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

2 CFR 184 applies to all construction materials on projects receiving federal financial assistance funds. Submit Form MDT-MAT-407 “Manufacturer’s Certificate of Compliance” for every material identified as a construction material in the Department’s Materials Manual Section MT 601 furnished to the project. For all other materials, documentation will be required upon request. Do not incorporate construction materials into the project until all required documentation is submitted to the Department. Ensure that suppliers and manufacturers understand the BABA and contract requirements to supply the required documentation.

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

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

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

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

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

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

The following consultants performed work on the project.

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

18. 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.

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

This contract is located within the regulated floodplain of the Blackfoot River, Lewis and Clark County, Montana, Community Panel Number 30049C1478E. The Department has obtained a preconstruction floodplain permit from the Lewis and Clark County, 406-447-8374 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 MT POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (REVISED 8-10-23)

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

of-way and areas outside of the right-of-way. A NOI package includes a Notice of Intent, with a topographic map, a SWPPP, the erosion control plans, sage grouse consultation letter, if applicable, and supporting documentation.

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

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

C. Construction Requirements.

1) MPDES Permit Required.

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

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

Comply with the requirements of the General Permit and implement the SWPPP. Provide an electronic copy of the NOI Package submitted to DEQ and confirmation for receipt of a complete NOI Package from DEQ to the Project Manager prior to conducting any ground disturbance activities.

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

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

Provide copies of all NOI Packages submitted to DEQ and confirmations for receipt of complete NOI Packages from DEQ to the Project Manager prior to conducting any ground disturbance activities.

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

c) Complete and document all inspections in accordance with the requirements of the General Permit. Use DEQ's most current self-inspection form available online at: https://deq.mt.gov/files/Water/WQInfo/Documents/WPBForms/2023-Attachment-B-MTR100000.pdf. Provide a copy of all inspection reports to the Project Manager within 7 calendar days of the inspection.

Report potential noncompliance in accordance with applicable regulations, guidance, and permit conditions. Submit to the Project Manager within 7 calendar days of sending or receiving all correspondence to or from regulatory agencies regarding potential noncompliance or violations.

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

Upon approval of site conditions, measures, devices and all pertinent records, the Department will notify the Contractor to begin the Permit Transfer Notification in DEQ FACTS. Once completed, provide verification that all fees have been paid and the permit is ready for transfer in DEQ FACTS. The Department is not liable for the completeness or accuracy of Contractor records completed prior to the permit transfer. Ensure permit conditions and responsibilities are met until confirmation of the transfer is received from DEQ. Defend and hold the Department harmless from any violations, claims, enforcement actions, penalties or fines issued for Contractor activities or recordkeeping that occurred prior to the transfer of the General Permit.

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

2) MPDES Permit not Required.

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

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

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

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

For project including the BMP-Administration item, include the cost of all erosion control, devices, and inspections in the BMP-Administration bid item. Partial payment for the BMP-Administration will be monthly based on the lump sum contract price in accordance with Table 208-2 in Subsection 208.05.1.

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

21. STREAM PROTECTION ACT 124 [107] [208]

A. Description. The proposed project has been authorized by Preconstruction Stream Protection Act (SPA) 124 No.: MDT-R2-101-2023, 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
24+50-27+50	Blackfoot River

B. General Conditions

1) Meet the specifications listed in Subsection 208.03.3.

2) Install and maintain best management practices and temporary erosion control measures where appropriate to protect the waterbodies and adjacent areas listed in the table above. Conduct all work in a manner that minimizes turbidity and other disturbance to these areas.

3) All surface applied erosion control materials used in or adjacent to the waterbodies listed in the table above must comply with Subsection 713.12 and be comprised of 100% natural fiber and biodegradable material to ensure decomposition. This condition also applies to mesh materials used for wattles, rolled materials, and bank wraps placed within the bed and banks of the waterbodies listed in the table above.

4) Limit the clearing of vegetation to only what is necessary for the construction of the project within riparian areas. Restore temporary access routes and any temporarily disturbed areas to original conditions, including original contours and vegetation reclamation.

5) Obtain a temporary facility SPA 124 Permit/Authorization. This Preconstruction SPA 124 Permit/Authorization does not cover the construction of temporary facilities such as work bridges, work pads, cofferdams, temporary detours, diversions, etc. This authorization does not include removal and disposal of the existing structure, access to and from authorized locations, sequencing and construction methodology to construct authorized features, or any other unauthorized impacts affecting permitted drainages. These items, and any other items not covered here but potentially affecting a stream/river or its channel(s), need to be permitted separately by the Contractor.

C. Special Conditions

1) Impact pile driving for the construction of temporary and permanent facilities that has not been attenuated for noise can occur between July 15 and August 31. This work includes dry land and in-water impact pile driving.

2) For in-stream activities, work will be conducted from July 15-September 30.

3) The direct pull method for removal of existing bridge piles and the driven piles used for the temporary work bridge will be allowed outside the above listed in-stream work window. Piles used for the temporary work bridge will likely be removed outside of the above listed in-stream work window, using the direct pull method.

4) 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.

5) Obtain a Short-Term Water Quality Standard for Turbidity (318 Authorization) from DEQ.

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.

22. 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 14 Description. The permanent features of this project are authorized under US Army Corps of Engineers Nationwide Permit 14 – Linear Transportation Projects, (Army Corps File Number NWO-2017-01444-MT).

1) The permit for this project authorizes the following permanent features within waters of the US.

a) Bridge replacement at Blackfoot River (STA 48+21) Section 28, Township 14 N, and Range 9 W. Latitude 46.943515, Longitude -112.739639. Permanent discharge of fill into a 0.09-acre (102 linear feet) area below the Ordinary High Water Mark (OHWM) of the Blackfoot River, and 0.062 acres of wetland impact. Approximately 672 cubic yards of rip rap and bioengineered banks.

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

3) Obtain the 2021 Nationwide Permit 14 Fact Sheet that fully describes the Nationwide Permit 14 and lists the General Conditions that must be adhered to for this authorization to remain valid. Adhere to the General Conditions.

4) In addition to the General Conditions, adhere to the following Special Conditions provided by the US Army Corps in the Authorization:

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 2021 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 2011 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 U.S. 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 US must be removed.

E. CWA Section 401 Water Quality Certification is granted for Nationwide Permits 14 and 33 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 14 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 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.

23. ENVIRONMENTAL MITIGATION AND COORDINATION MEASURES FOR BULL TROUT [107] [208]

A. Description. Bull trout, a federally listed threatened species protected under the Endangered Species Act, are documented to use the Blackfoot River in the vicinity of this project for foraging, overwintering and migration. The Blackfoot River is federally designated bull trout critical habitat under the Endangered Species Act. Contact the Project Manager for coordination with the District Biologist if you have any questions regarding this authorization.

B. Requirements.

1) The following standard specifications are identified as conservation measures to avoid and minimize impacts to bull trout and bull trout critical habitat. As such, these specifications are enforceable under the authority and penalties of the Endangered Species Act and the U.S. Fish and Wildlife Service.

a) Section 107.11 Environmental Protection

b) Section 208-1 Environmental Protection, as applicable.

c) Section 208.03.1 Water Pollution Control

d) Section 208.3.2 Aquatic Resource Protection.

2) Comply with all permit conditions and special provisions related to water quality and aquatic resource protection.

3) Perform all work as shown on the plans and as described in the contract documents. Coordinate changes in project limits, extents, materials, character, or scope with the Project Manager prior to conducting the work. The Project Manager will coordinate the proposed changes with the District Biologist to determine if re-initiation of formal consultation under Section 7 of the Endangered Species Act is required. The Project Manager must approve any changes in project limits, extents, materials, character, or scope prior to initiation of the work.

4) Contractor-provided sites, including, but not limited to staging areas, material sources, and fill sites, will not adversely affect listed species or their designated critical habitats.

5) For in-stream activities, work will be conducted from July 15-September 30.

6) To minimize impacts to bull trout, impact pile driving for the construction of temporary and permanent facilities that has not been attenuated for noise can occur between July 15 and August 31. This work includes dry land and in-water impact pile driving.

a) To minimize the risk of barotraumas and fish mortality from driving piles for construction of the new bridge and any temporary work bridges outside the above time period:

(1) Use a vibratory hammer to drive piles to such a point when an impact hammer will be required to drive the pile to the point of refusal OR;

(2) Initiate impact hammer pile-driving of each pile with lower hammer strokes than are required for the initial six strikes to encourage fish to vacate the surrounding area and use the National Marine Fisheries Service Calculator Tool to determine how many pile strikes can occur during a day, based on pile type and size, prior to the thresholds being attained. Once the number of strikes has been attained, impact pile driving must be stopped for the day. If driving pile with an impact hammer over consecutive days, do not drive piling between the hours of 9:00 PM and 6:00 AM. OR;

(3) Use MDT-approved noise reduction methods, such as those offered in Leslie and Schwertner (2013) (e.g., bubble curtain, cofferdams) AND;

(4) Conduct hydroacoustic monitoring. Through hydroacoustic monitoring, should it be determined that the physical harm thresholds of the peak sound pressure level (SPL) OF 206 dB (re: 1 µPa), or the cumulative sound exposure level (SEL) of 187 dB (re: 1 µPa) for fish > 2 g, or 183 dB (re: 1 µPa) for fish < 2 g have been attained or exceeded, impact pile driving must be stopped for the day, with impact pile driving permitted to commence the next morning.

7) To the maximum extent possible, disassemble the existing bridge and remove without pieces being allowed to fall into the stream. If portions of the old bridge do fall into the stream during demolition, they will be removed from the stream without dragging the material along the streambed. Any blasting that is required should be contained to the maximum extent possible by using some type of containment shielding device to attenuate the blast's pressure wave in the water and to prevent debris from entering the stream.

8) In-stream work conducted within the channel shall be kept to the minimum amount necessary, preferably during periods of low flow. This includes, but is not limited to, construction and removal of any coffer dams that may be needed for the driving and removal of pilings for any temporary support structures that may be necessary. In-stream construction work shall be completed in the shortest amount of time possible.

9) Any temporary work or detour bridges necessary at these crossings should clear span the stream channel, if possible. No construction equipment should be allowed to operate within the active channel of any stream unless permitted to do so. If at all possible, schedule instream construction activities such that as many of the necessary construction activities as possible occur "in the dry."

10) Do not allow materials excavated from inside any dewatering structures to enter any stream.

11) Ensure best management practices for erosion control are applied to this project, including, but not limited to:

a) Install and maintain appropriate BMPs to prevent erosion and sediment transport;

b) Reseed and revegetate all disturbed areas with desirable vegetation;

c) Stabilize disturbed channel banks using appropriate BMPs; and

d) Conduct work to minimize disturbance to riparian vegetation.

12) Collect and dispose of all waste fuels, lubricating fluids, herbicides, and other chemicals in accordance with all applicable laws, rules and regulations to ensure no adverse environmental impacts will occur. Inspect construction equipment daily to ensure hydraulic, fuel and lubrication systems are in good condition and free of leaks to prevent these materials from entering any stream. Locate vehicle servicing and refueling areas, fuel storage areas, and construction staging and materials storage areas to ensure that spilled fluids or stored materials do not enter any stream.

13) Structures designed to minimize sediment and pollutant runoff from sensitive areas such as settling ponds, vehicle and fuel storage areas, hazardous materials storage sites, erosion control structures, and coffer dams should be visually monitored daily, especially following precipitation events, to ensure these structures are functioning properly.

14) The construction zones within coffer dams will be visually checked during dewatering activities to ensure bull trout are not trapped. In the unlikely event a bull trout is found within a coffer dam, it will immediately be returned to the stream.

15) Any detention basin outlets will be designed such that they are stabilized to prevent streambank erosion and will not otherwise impact the stream channel bank.

16) If irrigation is required and necessitates placement of a pump in the river, consult with FWP and the Service for recommendations to avoid impacts to bull trout, such as using screened pump intakes.

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

24. WATERWAY PASSAGE AND SIGNING

A. General. Provide and sign at all times during the bridge work a passable waterway channel for waterway users.

B. Construction Requirements

1) Construct falsework and work bridges to provide a clear waterway opening of a minimum 25 foot-wide perpendicular to the flow or as directed by the Project Manager. The low beam should match the existing bridge low beam elevation of 4468.70 or higher to maintain the existing clearance. Review the site with the Project Manager 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.

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.

3) Install signs on the Blackfoot River upstream of the construction site, and at the locations specified in this provision.

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

1) Install “IN-STREAM CONSTRUCTION AT DALTON MOUNTAIN ROAD BRIDGE-NAVIGATION RESTRICTION” flyers at locations approved by the Project Manager at the following sites:

a) Lincoln Community River Park (southeast quadrant of Stemple Pass Road intersection with the Blackfoot River, south of Lincoln)

b) U.S. Forest Service Office, Lincoln Ranger District, 1569 Highway 200 Lincoln, MT 59639

c) U.S. Post Office, 237 Main St, Lincoln, MT 59639

d) D & D Foodtown, 510 Main St, Lincoln, MT 59639

e) Grizzly Hardware, 628 MT-200, Lincoln, MT 59639

2) Install signs on the Blackfoot River as follows:

a) Install 4 ft x 3 ft "NAVIGATION RESTRICTION AHEAD" signs on both banks at approximately 500 feet and 1000 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.

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

25. GRIZZLY BEAR – ENDANGERED SPECIES ACT (REVISED 04/07/2022M)

A. Description. This project is located within grizzly bear habitat. Comply with this provision to minimize impacts to the grizzly bear, which is a federally listed species under the Endangered Species Act. Not following the conditions set forth in this special provision may result in a violation of the Endangered Species Act.

B. Requirements.

1) No work will be conducted between 8:00 pm and 6:00 am.

2) Follow the requirements of Subsection 208.03.4(E) for all project activities.

3) Notify the Project Manager of any animal carcasses found in the area. The Project Manager will contact MDT Maintenance to promptly remove and dispose of carcasses.

4) Notify the Project Manager of any bears observed in the vicinity of the project. The Project Manager will promptly inform the MDT District Biologist at 406-444-9438 of bear observations.

5) Conduct project-related activities outside of construction limits in accordance with the requirements above.

C. Method of Measurement and Basis of Payment. Requirements in this provision are not measured for payment.

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

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

Migratory Bird Treaty Act Compliance – Vegetation Removal	Subsection 208.03.4A(1)
Migratory Bird Treaty Act Compliance – Structures	Subsection 208.03.4A(2)
AIS Watercraft and Equipment Inspection	Subsection 208.03.2D

27. PREQUALIFIED STREAM RESTORATION CONTRACTORS

~~A. Description. The Prime Contractor must be a Prequalified Stream Restoration Contractor to complete the bioengineered bank work as shown in the plans and described elsewhere in the bid documents.~~

~~B. Requirements.~~

~~1) A list of pre-qualified stream restoration contractors is located at the following website: http://www.mdt.mt.gov/business/contracting/prequalified.shtml.~~

~~2) Contractors not currently pre-qualified by the Department to perform stream restoration work can obtain pre-qualification information from the Construction Engineering Services Bureau, (406) 444-6015, 2701 Prospect Ave., Helena, Montana. A complete Statement of Qualifications (SOQ) must be received a minimum of 14 calendar days prior to the bid opening as specified in the Invitation for Bids.~~

~~3) The Contractor and Stream Restoration Contractor will attend a Pre-Work meeting on site to discuss the proposed work with the MDT District Biologist and Project Manager. Notify the Project Manager a minimum of five days prior to the desired meeting time. Construction equipment, task sequencing, and construction methods will be discussed and finalized before work can commence.~~

~~4) Adjustments may be necessary to minimize disturbance to existing vegetation or other river features and to field-fit the design. Ensure all adjustments are approved by Project Manager prior to execution of the work. The Project Manager will coordinate the proposed changes with the MDT District Biologist prior to approval.~~

~~C. Measurement and Payment. Include all costs associated with using a prequalified Stream Restoration Contractor in the associated bid items.~~

28. 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.

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

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

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

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

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

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

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

A. Description. When Concrete – Class Structure Low Slump is furnished for all full depth bridge deck concrete and 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. 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 digital pdf files 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.

7) TIP results. Submit digital pdf files of the results in a written report from the TIP Consultant to the Project Manager 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.

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

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

B. Materials.

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

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

3) Temperature data logging. Submit for approval a temperature monitoring system having at least 4 channels, capable of measuring internal concrete and ambient temperatures, recording time and temperature at 30-minute intervals or less for a minimum of 14 days, with an accuracy of 1 degree or less.

C. Construction Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. PRE-FABRICATED TRUSS

A. Description. Design, fabricate, rate, furnish and install a new steel truss bridge with bolted connections in accordance with the plans, this Special Provision and the Standard Specifications.

1) Provide a steel truss that meets the design intent and geometric constraints shown on the plans. Use two parallel trusses consistent with the concept, clear width, and span

as shown on the plans. Submit geometry verification to the Department for approval before starting construction of the substructure. Begin procurement of truss as soon as contract is awarded.

2) Design a reinforced concrete deck with curb, do not use stay in place deck forms. Use epoxy coated reinforcing steel. Account for relative deck displacements by providing a positive means of connection to supporting members. Provide Transverse Deck Grooving. Use 2½ inch concrete cover over the top reinforcement in the bridge deck. Assume that ½ inch of that cover is a sacrificial wearing surface for design of the bridge. Refer to MDT issued Bridge Deck Design Memos, dated June 9, 2015, June 10, 2015, and February 6, 2017. Use the curb geometry specified on the plans.

3) Design and furnish bearings and strip seal expansion joints in accordance with MDT's strip seal joint detailing guidance.

- https://www.mdt.mt.gov/other/webdata/external/bridge/2023-01-31-Joint-Guidance.pdf

4) Provide a preliminary load rating and resubmit a final in-service load rating in accordance with MDT's Load Rating Requirements for Bridge Design Contracts

- www.mdt.mt.gov/other/webdata/external/Bridge/LOAD-RATING/Design/Bridge-Design-Load-Rating-Requirements.pdf

B. Materials. Provide structural steel that meets the following requirements:

STRUCTURAL STEEL	AASHTO M270, Grade 50W
STRUCTURAL STEEL TUBING	ASTM A847
BEARING ASSEMBLY ANCHOR BOLTS FOR BRIDGES	AASHTO M314, Grade 55

1) Surface Preparations Steel - Weathering Steel

2) Construct so that erection marks on the steel are not visible after the structure is completed.

3) Commercially blast all surfaces according to the standard specifications. Refer to SSPC-SP 6.

4) Commercially blast the following surfaces to meet SSPC-SP 10:

a) Top chord and diagonals.

b) Exposed surfaces of bottom chord, floor beams, and bottom bracing.

c) All welded surfaces.

5) Develop even patinas at completion of welding repair and after surface has been accepted by Engineer.

6) Clean members of any debris after deck concrete is placed.

7) Re-develop patina as needed.

C. Design Standards, Rating Standards, and Fabricator Certification.

1) AASHTO LRFD Bridge Design Specification, current Edition.

2) Meet all LRFR (Load Resistance Factor Rating) requirements of the AASHTO Manual for Bridge Evaluation, 2nd Edition and all Interim Revisions thereto.

3) Use metal fabricators that are pre-qualified for Certified Bridge Fabricator – Advanced (ABR) with Fracture Critical Endorsement or meet the requirements of 556.03.1 for Intermediate Bridge certification (IBR).

D. Loads, Movements, and Displacements Design the steel truss as a single-span, two-lane bridge with bolted connections with the following design criteria:

1) Future Wearing Surface: 30psf (pounds per square foot).

2) Bridge Rail: 50plf (pounds per linear foot of rail).

3) Curb: 123plf (pounds per linear foot of curb).

4) Future Utility Load: 10plf per edge (pounds per linear foot per utility, attached to floor beam at each bridge edge).

5) Vehicular Live Load Design: HL-93

6) Vehicular Live Load Rating: HL-93, AASHTO Legal Loads, AASHTO SHV, EV2, EV3 loads.

7) Live Load Deflection: Less than the span length divided by 800 (L/800).

8) Camber the bridge to offset dead load deflections, excluding future wearing surface, such that there is no sag in the finished grade profile. Show the bridge camber on the drawings. The finished grade profile should match the profile on the plans. Adjust the floor beam elevations to achieve the finished grade profile.

9) Design the bridge bearings to accommodate expansion and contraction within a temperature range of 110°F to -40°F. Show expected movements from the setting temperature in the design and on the plans. Provide tapered sole plates if required. Coordinate the bearing system with the substructure details shown on the plans.

E. Bridge Geometric Requirements.

1) Provide a Pony truss superstructure with the bay geometry as shown on the plans.

2) Design the truss with a centerline of bearing to centerline of bearing length of 150’-0” and the roadway width of 26’-0”.

3) Design and detail foundation connections to allow access to the anchor bolts for ease of installation, maintenance, and inspection. See bridge plans for foundation geometry.

a) The superstructure dead load (including deck) was assumed to be 413 kips per bent. Provide new substructure calculations if the dead loads are greater than those assumed.

F. Estimated Bridge Plan Quantities. For Informational purposes only.

Class Deck Concrete (YD^3)	Expansion Bearing (Each)	Fixed Bearing (Each)	Epoxy Reinforcing Steel (LB)	Transverse Deck Grooving (SY)
Unknown	2	2	Unknown	450

G. Construction Requirements.

1) A representative of the bridge fabricator must be on site during any field assembly and setting of the truss. Make any field modifications under the direct supervision of the fabricator’s representative.

2) Erect structure in compliance with the Erection Plan and in a manner that prevents damage to all elements of the structure.

3) Do not open traffic under a partially-erected bridge superstructure unless allowed in the Erection Plan or approved by the Professional Engineer who approved, signed, and sealed the Erection Plan.

4) Design any truss field splices as bolted connections. Welding will not be allowed for any field connections of the truss.

H. Submittal Requirements. Submit for approval, three copies of the following:

1) Design and rating calculations for the steel truss, reinforced concrete deck, bridge bearings, gusset plates, and anchorages. Furnish design calculations that are sealed and signed by a Professional Engineer licensed in the state of Montana.

2) Installation, erection, and assembly details and drawings. Refer to Section 556 of the Standard Specifications.

3) Design drawings showing all of the changes to bents one and two that are required to accommodate the new truss.

4) Certificate of Compliance stating that the materials and fabrication comply with the requirements set forth in these provisions.

I. Method of Measurement: Include all costs resulting from the requirements of this provision in the lump sum bid for Bridge Superstructure.

J. Basis of Payment: Payment is made for one Bridge Superstructure and includes one pre-fabricated steel truss designed and installed as approved by the Project Manager. A partial payment of 50% of the LS bid may be paid to the contractor once the superstructure design is approved and submitted back to the manufacturer for fabrication. Payment is full compensation for the steel truss, reinforced concrete deck, transverse deck grooving, silane sealer, reinforced concrete curb, bearings, strip seal, and anchorages to the substructure. Also included are all of the materials, equipment, tools, and labor necessary to completing the work in accordance with these specifications.

36. STRIP SEAL EXPANSION JOINT

A. Description. Use a strip seal with factory-machined, steel edge members. Use an expansion joint system capable of accommodating the movements determined by the truss manufacturer. Furnish and install the joint system in accordance with these specifications, the plans and the manufacturer's recommendations subject to the approval of the Project Manager. Use a joint system designed to withstand an HL - 93 truck loading and impact in accordance with AASHTO Specifications. Use an elastomeric seal with the following minimum requirements:

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

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

3) Be installed according to manufacturer's recommendations.

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

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

B. Materials. Use materials conforming to the following:

1) Use steel edge members and all other steel plates, studs and shapes meeting the requirements of AASHTO M 270 Grade 36 or grade 50W (AASHTO M 270M Grade 250 or grade 345W). Use edge members anchored by studs or other means that provide at least the minimum area of anchorage steel shown. Provide at least the minimum clearance between the anchor bars and the deck surface shown on the plans. On any alternate method of anchorage, provide for the above requirements and the attachment to two separate planes of the edge members surfaces. Attach half the total number of anchors to each plane with adjacent anchors attached to alternating planes. Alternate edge members submitted for approval and any additional anchorage for alternate edge members determined necessary by the Department to meet the above requirements are made at no cost to the Department.

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

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

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

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

2) Use only certified welders. Ensure that all splice welds develop the full strength of the welded members. Grind smooth all welds in contact with the elastomeric strip seals.

Clean any foreign material from the elastomeric strip seals and edge members prior to installation.

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

E. Measurement. Include all costs resulting from the requirements of this provision for both bridge joints in the lump sum bid for Bridge Superstructure

F. Method of Payment. Include all costs associated with providing all material, labor, tools, equipment, and incidentals necessary to complete the work in the unit price bid for Bridge Superstructure.

37. TRAFFIC CONTROL – DETOUR

~~A. Description. This work consists of providing traffic control in order to close the present traveled way (PTW) and detour to alternate routes.~~

~~B. Construction Requirements.~~

~~1) Prior to working within the present traveled way (PTW), close the roadway to through-traffic as necessary to replace the bridge. Work outside the PTW such as limited excavation, clearing & grubbing, vegetation removal, and fencing may be performed prior to detouring traffic, at the discretion of the Project Manager. Maintain traffic along each end of Dalton Mountain Road at all phases of construction.~~

~~2) The anticipated alternate routes are Stemple Pass Road from MT 200 to Herrin Lake Road, Herrin Lake Road from Stemple Pass Road to Dalton Mountain Road and, Dalton Mountain Road from Herring Lake Road to the project begin. The detour length is approximately 11 miles, bridge end to bridge end. Notify local emergency services (Sheriff, Fire, Ambulance, etc.) personnel of the closure and detour routes prior to closure. Maintain emergency services and local access to either side of the bridge location at all times.~~

~~3) The Contractor will be responsible for dust control on Herrin Lake Road (4.5-miles) along the detour route during construction. Dust control to consist of a minimum of two applications of Magnesium chloride - one at beginning of work and one halfway through construction.~~

~~4) Provide traffic control meeting the approved traffic control plan, Specification Section 618 and the Manual on Uniform Traffic Control Devices. Furnish Detour Signs in accordance with the Detour Route Detail and special provisions.~~

~~C. Measurement and Payment. No separate payment will be made. Maintenance of the detour is not measured for payment. Include all costs associated with work including maintenance and dust control described in this provision in the Traffic Control- LS item.~~

38. BIOENGINEERED BANK

A. Description. The purpose of this work is the incorporation of revegetation material into the new riprap installation and channel improvements at the bridge site. The work includes channel stabilization and revegetation elements to the dimensions and locations indicated in the plans.

B. Materials. Furnish all materials and equipment required to perform this work. Furnish and install topsoil and native seed mix in accordance with the Riprap Revegetation Special Provision. Furnish and install live fascine, coir logs, wooden stakes, coir netting, high performance rolled erosion control blanket, topsoil, native material, erosion control blanket, Type 2 Filter Material, willow cuttings, and willow irrigation as indicated on the plans. Native material and topsoil material utilized in the bank reconstruction to be approved by Project Manager.

1) Topsoil: Furnish topsoil meeting Subsection 713.05.

2) Fascine: Provide conifer and willow bundle fascines constructed from live cuttings as shown on the plans. Cuttings to be ½ to 2-inches in diameter and not less than 4-

feet in length. Fascine to be tightly wrapped with untreated, biodegradable jute twine every 12" to 18". Breaking strength of twine to be minimum of 80 lbs.

3) Coir Logs: Furnish coir logs of the following dimensions and technical specifications:

Length	Minimum 10 foot lengths
Diameter/ Unit Weight	20-inch / Min. 19.4 lbs per lineal foot
Diameter/ Unit Weight	12-inch / Min. 7 lbs per lineal foot
Density	Min 9 lbs per cubic foot
Wrapping Material	Encased in spun, multiple ply coir twine or yarn
Wrapping Strength	Min. 90 lbs
Wrapping Mesh Size	2 in x 2 in
Core Material	100% coir fibers, uniformly distributed

4) Coir Netting: Provide coir erosion control net consisting of a woven blanket made from bristle coir twines. Meet the following requirements:

Thickness	ASTM D1777	0.30 in
Tensile Strength (dry)	ASTM D4595	100 x 50 lb/in
Mass Per Unit Area	ASTM D3776	26 oz/sq yd
Open Area	Measured	40% (max)
Roll Width	NA	feet

5) High performance erosion control blanket: Furnish blanket meeting Subsection 713.12.

6) Willow Cuttings: Cuttings can be taken from the willows removed by this contract and may also be taken from other live willows within 20 miles of the project site. Coordinate with private landowners when applicable. Collect cuttings within the immediate vicinity of the project site to the extent practical. Collect and provide short term storage of the willow cuttings during the collection period in a manner that preserves their vigor and health. Harvest cuttings during their dormant period and prior to April 15th.

a) Quantity of Cuttings: 3,410 (quantity accounts for a 15% mortality rate)

b) Length: 4 to 5 feet long

c) Cut surface diameter: 0.75 to 1.25 inch

d) Condition: Live, dormant, and freshly cut.

The Project Manager, or their representative, will inspect the cuttings for acceptance prior to transfer to a rearing/rooting facility. Cuttings not conforming to the specifications will be rejected and replaced at no cost to MDT.

Within 48 hours of harvest, transfer the cuttings to a rearing facility (nursery) for the purposes of placing the lower half of the cuttings in an aqueous rooting solution to initiate root development. Coordinate with the rearing facility (nursey) to ensure that once rooting tissue forms (roughly 2 weeks) they transfer the cuttings to a moist, climate controlled organic medium for continued root development until the time of delivery to the project site. Root development on the cuttings should reach 3 to 6 inches by the time of delivery in mid to late summer, as specified below. Provide the name, location, and contact information for the rearing facility (nursery) to the Project Manager upon transfer.

The Project Manager or their representative will inspect the cuttings at the rearing/rooting facility on a monthly basis until final delivery. A minimum survival rate of 85% at the time of delivery is required under this contract.

The nursery shall maintain the rooted cuttings until the time of delivery. Once delivered maintain the rooted cuttings in a manner that preserves their vigor and health. Rooted cuttings must be installed within 48 hours of delivery.

Any willows installed after November 1st should be cut in their dormant state from locations specified per B.5 in this provision and installed within 48 hours of cutting.

Irrigation for willows: Provide two lines of porous soaker hose, one at each lift of willows running the length of the willow cutting installation. Install hose on top of the willow cuttings in the root zone. Ensure stakes do not penetrate or conflict with soaker hose. Soaker hose to be vinyl and minimum of 1/2 inch diameter. Provide appropriate pump(s) for supplying irrigation water from the river. Soaker hose should be installed at all locations receiving willow plantings, regardless of timing of installation.

C. Construction Requirements. The contractor and Stream Restoration Contractor will attend a Bioengineering Bank Pre-Work meeting on site to discuss the proposed bioengineering bank work with the District Biologist and Project Manager, no less than ten working days prior to start of the bioengineered bank work. Construction equipment, task sequencing and construction methods will be discussed and finalized before work can commence. All work on the channel improvements must be performed by the Stream Restoration Contractor. The following tasks, not necessarily in order of work performance, are to be accomplished.

Fascine: Ensure fascine is in contact with the coir netting of the encapsulated soil lift. Lap fascine segments a minimum of 18-inches. Lap the overlapping sections in the downstream direction to prevent the fascine from being dislodged by river flows. Stakes used to secure the fascine to be 30-inches long, untreated 2x4 lumber split diagonally.

1) Coir fiber logs: Place coir fiber logs along the channel bank as shown on the plans.

2) Coir netting and high performance erosion control blanket: Wrap all encapsulated soil lifts with coir netting and high performance erosion control blanket as shown on the plans. Longitudinal joints in the coir netting are not permitted. The top lift is to be constructed of a continuous length of fabric. Stake the coir, erosion control blanket, and soil lift as shown on the plans.

3) Willow Cuttings: Store the rooted willow cuttings so that they remain viable from the time of delivery until final placement. The Stream Restoration Contractor and Project Manager (EPM) must inspect and approve all rooted cuttings before installation. Cuttings that appear dead, damaged or visibly stressed will be rejected.

a) Place the cuttings as shown in the plan details to ensure the cuttings are infilled with 100% contact with suitable rooting material (soil). Saturate the cuttings/infill material before additional layers of rock infill are placed. The lower 50% of the cutting should be buried in the infill.

b) Install willow cuttings in bundles of two (2) to three (3) in a roughly 45 degree angle orientation from the bank as shown in the details to achieve approximately six (6) willow cuttings per linear foot per row.

4) Hand broadcast seed the native soils prior to placement of the coir netting with the seed blend specified in the riprap revegetation special provision. Rake the seed into the soil to a ¼ to ½-inch depth after seeding. Submit a plan to the Project Manager for securing the blanket and coir netting following the manufacturer's recommendations. Wooden stakes 12-inch long – nominal 1-inch by 2-inch are to be used to secure the blanket and coir netting. It is important that all edges of the blanket/netting be secured.

5) Saturate the willows with the soaker hose a minimum of twice per week. Application rate should be adjusted based on the observed health of the willows and weather conditions to ensure the soil remains moist at all times. Apply irrigation immediately after planting through November 1st. Leave soaker hose in place after work is completed. Resume

willow irrigation in the Spring until the Contractor leaves the project. Irrigation at the time of installation is not required for willows installed after November 1st.

D. Method of Measurement & Basis of Payment. Native material placement, fascine, coir netting, coir logs, wooden stakes, willow cuttings, filter material, topsoil, seed, irrigation, and erosion control blanket are measured and paid for as Bioengineered Bank lump sum. Payment is full compensation for all labor, tools, materials, equipment and other incidentals necessary to complete the work in accordance with the specifications and as directed by the Project Manager. Bedding material outside the Bioengineered Bank will be paid for as part of RIPRAP REVEGETATION.

39. GEOCOMPOSITE SHEET DRAIN

A. Description. Furnish all materials, labor, and equipment necessary to install a single-sided geocomposite sheet drain along the fill face of each end bent with subsurface drainage geotextile, and drainage pipe as shown on the plans or as directed by the Project Manager.

B. Materials.

1) Provide a geocomposite sheet drain constructed of a polymeric drainage core with a continuous solid drainage invert and a Polypropylene drainage geotextile attached to or encapsulating the drainage core. Use a drainage core and drainage fabric that conforms to the physical requirements of the following tables:

Minimum Physical Requirements for Drainage Core

Property	Value	ASTM Test Method
Compressive Strength (lbs/sq. ft.)	9000	D 1621
In-Plane Flow Capacity (Gal/min./ft.(min))	12.5	D 4716
Approximate Core Thickness (inch)	0.4	D 1777

Minimum Physical Requirements for Drainage Fabric

Property	Value	ASTM Test Method
Water Flow Rate (gpm/sq. ft.)	110	D-4491
Grab Tensile Strength (lbs)	160	D-4632
Puncture Resistance (lbs)	90	D-4833
Apparent Opening Size (sieve)	70	D-4751
Permittivity (sec^{-1})	1.8	D-4491
Grab Elongation (%)	70	D-4632
UV resistance (%/500 hrs)	70	D-4355
Survivability (AASHTO Class)	Class 1	AASHTO M288-06)

2) Provide splices, fittings, and connections with sufficient strength to withstand construction handling and permanent loading and will not impede flow or damage the geocomposite sheet drain.

C. Construction.

1) Handle and install geocomposite sheet drain material according to manufacturer's recommendations.

2) Prior to installation, inspect geocomposite sheet drain material for damage. Replace any damaged or unusable material at no cost to the Department.

3) Place the geocomposite sheet drain along the backside of Bent 1 and Bent 2.

4) Place geocomposite sheet drain prior to placing backfill.

D. Method of Measurement. Measure geocomposite sheet drain by the square yard.

E. Basis of Payment. Accepted quantities of geocomposite sheet drain are paid at the contract unit price per square yard. Payment is full compensation for all labor, equipment, materials, fittings, splices, subsurface drainage geotextile, and other incidentals necessary to complete the item of work.

40. 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 2 Riprap must have a minimum mass per unit area of 16 oz./sq. yard in accordance with ASTM D5261.

41. CRUSHED TOP SURFACING (MODIFIED)

A. Description. Place Crushed Top Surfacing (modified) at the locations shown on the project plans and cross sections.

B. Materials. Furnish Crushed Top Surfacing (Modified) from sources meeting Section 106 requirements to produce material, including added binder or blended material, in accordance with Section 301 and the gradation table below:

Requirement Sieve	Crushed Top Surfacing Percent Passing
1 ¼"	100
3/4"	70-90
No. 4	45-75
No. 10	25-55
No. 200	8-20
Plasticity Index (PI) target of 7 with a tolerance of ± 2	

Plasticity Index (PI) = Liquid Limit (LL) – Plastic Limit (PL)
The maximum liquid limit for the material passing the No. 40 sieve must not exceed 35.
The wear factor shall not exceed 50% at 500 revolutions.
At least 50% by weight of the aggregate retained on the No. 4 sieve must have 1 fractured face.

C. Construction. Place and compact Crushed Top Surfacing (Modified) in accordance with Subsection 301.03.

D. Method of Measurement. Crushed Top Surfacing (Modified) is measured in accordance with Subsection 301.04.

E. Basis of Payment. Crushed Top Surfacing (Modified) is paid in accordance with Subsection 301.05 utilizing Item No. 301 020 111 Select Surfacing.

42. 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.

43. SPECIAL BORROW (REVISED 2-2-2022)

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.

44. FIRE DEPARTMENT FILL STATION

The County or Lincoln Volunteer Fire Department to remove the PVC drop pipe on the existing bridge. After construction is completed on the new bridge the County or Lincoln Volunteer Fire Department to reinstall the fill station. Contractor to provide the County 30 calendar days notice prior to removing the existing bridge.

45. 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.

46. REVEGETATION

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

B. Materials.

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

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

Reclamation Seed Mixture			Drill Seeding Rate		
Scientific Name	Common Name	Variety	PLS / sq. ft.	% of Mix	Pounds PLS/ acre
Elymus trachycaulus	Slender wheatgrass	Pryor	6	8	2.0
Elymus canadensis	Canada wildrye	Helena Valley or VNS	11	15	4.0
Elymus lanceolatus	Streambank wheatgrass	Sodar	14	18	4.0
Pascopyrum smithii	Western wheatgrass	Rosana	9	11	4.0
Nassella viridula	Green needlegrass	Lodorm	13	16	3.0
Poa secunda	Canby bluegrass	Canbar	21	27	1.0
Gaillardia aristata	Blanketflower	Meriwether	4	5	1.0
		Grand Total	78	100	19.0

C. Construction Requirements.

1) Salvage sufficient quantities of topsoil to place 4 inches over the shoulder gravel, embankment slopes and other disturbed areas. Immediately following topsoil placement, condition and drill seed with the seed mix and equivalent rates.

2) Drill Seed in accordance with Subsection 610.03.2

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

4) Install Long Term Erosion Control Blanket on broadcast seeded slopes greater than 3:1.

D. Basis of Payment. Topsoil salvage, replacement, seeding and erosion control blanket are paid for as REVEGETATION at the Contract unit price per lump sum.

47. 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 Filter Material No. 2, 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 seed mix from the Revegetation Special Provision. Use individual substitute species only if the recommended species is not available and substitution is approved by MDT's Reclamation Specialist. Broadcast seeding rate is double the drill seeding rate.

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.

48. MISCELLANEOUS ITEMS-SQYD

A. Description. Furnish and install concrete or asphalt pavement behind the guardrail at the embankment protectors. Refer to Embankment Protector Standard Drawing 603-28.

B. Materials.

1) Concrete: Use Class General Concrete. Furnish concrete at a minimum depth of 3-inches. Use reinforcing steel and control joints as required in the Concrete Slope Protection Standard Drawing 613-10.

2) Asphalt: Furnish plant mix surfacing at a minimum depth of 0.2-ft.

C. Construction Requirements.

Provide blockouts around guardrail posts on hard surfacing as shown on standard detail 606-05A.

D. Method of Measurement and Basis of Payment. The concrete or asphalt shoulder surfacing at the embankment protectors are paid for as MISC ITEMS at the contract unit bid price per square yard.

49. COUNTY SIGN SPECIFICATIONS

A. Description. Furnish and install R1-2 sign to meet the following Lewis and Clark County requirements.

B. Materials. Furnish 3 lb/ft green or galvanized U-Post with 6 inch overlap break away connection. Base post to consist of a 4-ft long, 3 lb/ft Ridgeback green or galvanized U-channel base post. All sign mounting hardware may be purchased from Lewis and Clark County Road Department.

C. Construction Requirements. Furnish and install R1-2 sign according to Detailed Drawing 618-01, as approved by the EPM.

D. Basis of payment. Include the cost to furnish and install the R1-2 sign in 619 bid items.

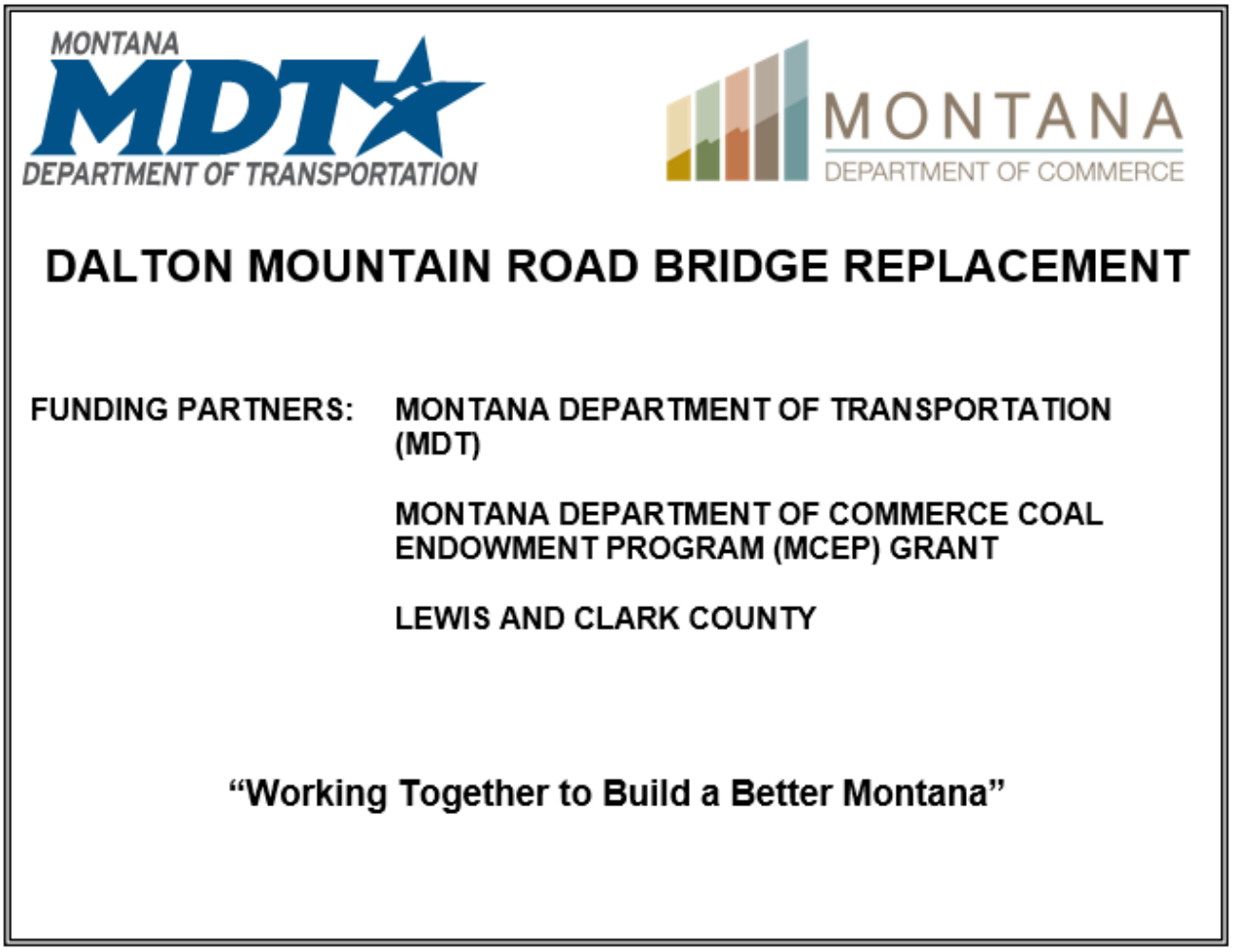
50. PROJECT SIGN

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 shall 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. 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 preceeding template.

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



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.

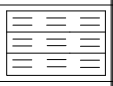
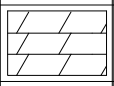
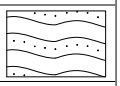
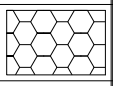
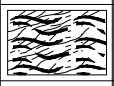
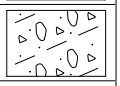
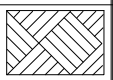
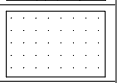
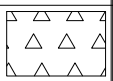
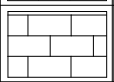
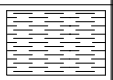
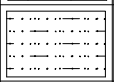
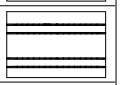
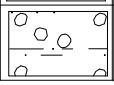
(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with 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.

AWARD COPY

12/06/12

SK Geotechnical Boring Log Descriptive Terminology

Key to Rock Symbols and Terms

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

Order of Descriptors

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

Criteria For Descriptors

Grain Size

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

Stratum Thickness

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

Rock Field Hardness

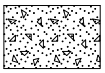
Very Soft	-Can be carved with knife. Can be excavated readily with point of rock hammer. Can be scratched readily by fingernail.
Soft	-Can be grooved or gouged readily by knife or point of rock hammer. Can be excavated in fragments from chips to several inches in size by moderate blows of the point of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

Notes:

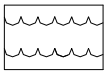
UCS = Unconfined Compressive Strength obtained from laboratory testing at the given depth.

See Soil Boring Information Special Provision.

Miscellaneous Soil/Rock Symbols and Terms

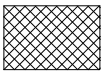
 Concrete

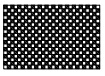
 Asphalt

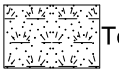
 Water

 Boulders and Cobbles

 Coal

 Fill

 Millings

 Topsoil

Explanation of Text Fields in Boring Logs:

Material Description: Lithologic Description of soil or rock encountered.

Remarks: Comments on drilling, including method, bit type, and problems encountered.

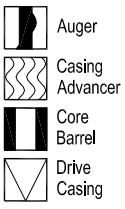
Unless stated on logs as being surveyed by district survey, all locations are considered approximate.

General Notes

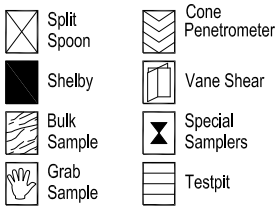
- Descriptions on these boring logs apply only at the specific boring, and at the time the time the borings were made. These logs are not warranted to be representative of subsurface conditions at other locations or times.
- Water level observations apply only at the specific boring, and at the time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

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

Operation Types:



Sample Types:



Example Rock Log

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

SK Geotechnical Boring Log Descriptive Terminology
Key to Soil Symbols and Terms

12/06/12

SK GEOTECHNICAL

SOIL CLASSIFICATION CHART

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

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Order of Descriptors

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

Criteria For Descriptors

Consistency of Fine Grained Soils

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

Apparent Density of Coarse Grained Soils

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

Moisture Condition

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

Definition of Particle Size Ranges

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

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

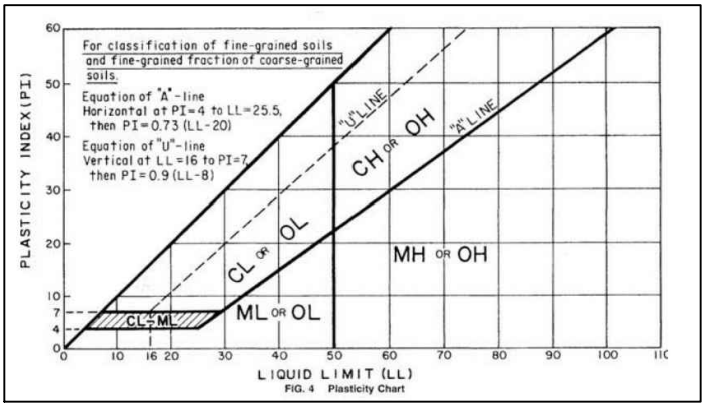


FIG. 4 Plasticity Chart

Notes

See Soil Boring Information Special Provision.

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

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

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

Angularity of Coarse-Grained Particles

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

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

SK GEOTECHNICAL

LOG OF BORING

Boring 9776000-ST-1

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998277.2 ft **Coordinates** E: 1160140.0 ft	**Station:** 27 + 71 **Offset:** 10 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4466.5 ft
Date Started: 11/24/20	**Date Finished:** 11/24/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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
			94		40 - 50 - 12		FILL, Silty GRAVEL with sand (GM), medium dense, brown, moist, fine to coarse grained, rounded to subangular, [A-1]. Frozen to about 1 ft.	1.4 *4465.1*	9					
			78		3 - 4 - 11		Sandy Lean CLAY (CL), medium stiff, brown, moist, [A-6]. Trace Rust. (Alluvium).	2.5 *4464.0*	27	33	21	61		Bulk Sample 1½'-2½' MDD-114.2 pcf OMC- 15.0%
5 *4461.5*			22		11 - 9 - 8		Poorly-Graded GRAVEL with silt and sand (GP-GM), loose to medium dense, brown, moist to wet, fine to coarse grained, rounded to subrounded, [A-1]. (Alluvium). ▼		9					
			22		3 - 5 - 4				14					
10 *4456.5*			22		5 - 4 - 3				19					
							Boring Depth: 10.5 ft, *Elevation: 4456.0 ft*	10.5 *4456.0*						

Water Level Observations

- ▽ During Drilling: **5.5 ft** ***(4461.0 ft)***
- ▼ After Drilling: **5.5 ft** ***(4461.0 ft), Augers In***
- ▼ After Drilling: **Not Encountered, Augers Out**

Remarks: Water not encountered to a dry cave in depth of 2' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-101

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998623.2 ft **Coordinates** E: 1160046.6 ft	**Station:** 25 + 30 **Offset:** 3 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4470.4 ft
Date Started: 11/19/20	**Date Finished:** 11/19/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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
			67		2 - 3 - 4		FILL, Silty GRAVEL with sand (GM), loose, brown, moist to wet, fine to coarse grained, subrounded to subangular, [A-1].		8					
			44		3 - 3 - 3				9					
								3.5 *4466.9*						
5 *4465.4*			28		2 - 2 - 2		FILL, Silty SAND with gravel (SM), loose to very loose, brown, wet, fine to coarse grained, [A-2]. Some wood debris.		7	21	18	13		
			11		WH - WH - 4			7.5 *4462.9*						
							FILL, Silty GRAVEL with sand (GM), loose to medium dense, brown, wet, fine to coarse grained, subrounded to subangular, [A-1]. ▽							
10 *4460.4*			44		9 - 11 - 9			10.0 *4460.4*	8	0	0	7		Added Bentonite slurry to control sand heave below 10 ft.
			33		6 - 5 - 4		Poorly-Graded GRAVEL with silt and sand (GP-GM), loose to medium dense, brown, wet, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).		14	0	0	5		
15 *4455.4*			56		10 - 12 - 10				11					
20 *4450.4*			39		10 - 10 - 9				18					
								21.5 *4448.9*						
							Clayey SAND with gravel (SC), loose, brown, wet, fine to coarse grained, [A-4]. (Alluvium).							
25 *4445.4*			56		5 - 3 - 3				13					
								27.5 *4442.9*						
							Sandy Lean CLAY with gravel (CL), stiff, brown, wet, [A-6]. (Alluvium).							
30 *4440.4*			61		4 - 7 - 4				14					

Water Level Observations

▽ During Drilling: **9.4 ft *(4461.0 ft)***

▼ After Drilling: ***(), Augers In***

▽ After Drilling: ***(), Augers Out***

Remarks: Wet cave in depth of 13½' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-101

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998623.2 ft **Coordinates** E: 1160046.6 ft	**Station:** 25 + 30 **Offset:** 3 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4470.4 ft
Date Started: 11/19/20	**Date Finished:** 11/19/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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
							Sandy Lean CLAY with gravel continued...	30.0 *4440.4*						
							Silty GRAVEL with sand and cobbles (GM), medium dense to very dense, brown, wet, fine to coarse grained, angular to subrounded, [A-1]. (Alluvium).	31.5 *4438.9*						
35 *4435.4*			61		11 - 30 - 23				9					
40 *4430.4*			22		22 - 16 - 19				13					
45 *4425.4*			56		19 - 15 - 13				17					
							Boring Depth: 45.5 ft, *Elevation: 4424.9 ft*	45.5 *4424.9*						

Water Level Observations		
▼ After Drilling: *(), Augers In*	▽ During Drilling: **9.4 ft** ***(4461.0 ft)***	Remarks: Wet cave in depth of 13½' immediately after withdrawal of auger.
	▼ After Drilling: *(), Augers Out*	

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LOG OF BORING

Boring 9776000-ST-101A

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998619.2 ft **Coordinates** E: 1160049.9 ft	**Station:** 25 + 35 **Offset:** 2 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4470.2 ft
Date Started: 11/19/20	**Date Finished:** 11/24/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

Depth (ft) / Elev. (ft)	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
	FILL, Silty GRAVEL with sand (GM), [A-1].							See Boring ST-101 for soils information to 45 feet.
	FILL, Silty SAND with gravel (SM), [A-2].	3.5 / 4466.7						
5 / 4465.2	FILL, Wood Debris.	6.0 / 4464.2						
	FILL, Silty GRAVEL with sand (GM), [A-1].	7.5 / 4462.7						
10 / 4460.2	Poorly-Graded GRAVEL with silt and sand (GP-GM), [A-1]. (Alluvium).	10.0 / 4460.2						Added Bentonite mud to control sand heave below 10 ft.
15 / 4455.2								
20 / 4450.2								
	Clayey SAND with gravel (SC), [A-4]. (Alluvium).	21.5 / 4448.7						
25 / 4445.2								
	Sandy Lean CLAY with gravel (CL), [A-6]. (Alluvium).	27.5 / 4442.7						
30 / 4440.2								

Water Level Observations

- ▽ During Drilling: 9.6 ft *(4460.6 ft)*
- ▼ After Drilling: *()*
- ▼ After Drilling: 5.0 ft *(4465.2 ft), Augers Out*

Remarks: Wet cave in depth of 12' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-101A

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998619.2 ft **Coordinates** E: 1160049.9 ft	**Station:** 25 + 35 **Offset:** 2 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4470.2 ft
Date Started: 11/19/20	**Date Finished:** 11/24/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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
							Sandy Lean Clay with gravel continued...	30.0 *4440.2*						
							Silty GRAVEL with sand and cobbles (GM), [A-1]. (Alluvium).	31.5 *4438.7*						
35 *4435.2*														
40 *4430.2*														
45 *4425.2*														
							Silty GRAVEL with sand and cobbles (GM), dense, brown, wet, fine to coarse grained, angular to subrounded, [A-1]. (Alluvium).	45.5 *4424.7*						
50 *4420.2*			44		29 - 18 - 20				14					
55 *4415.2*			44		15 - 22 - 22				7					
60			39		8 - 15 - 16				9					
4410.2														

Water Level Observations

- ▽ During Drilling: **9.6 ft** ***(4460.6 ft)***
- ▼ After Drilling: ***()***
- ▼ After Drilling: **5.0 ft** ***(4465.2 ft), Augers Out***

Remarks: Wet cave in depth of 12' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-101A

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998619.2 ft **Coordinates** E: 1160049.9 ft	**Station:** 25 + 35 **Offset:** 2 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4470.2 ft
Date Started: 11/19/20	**Date Finished:** 11/24/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
							Silty GRAVEL with sand and cobbles continued...	60.0 *4410.2*						
65 *4405.2*			56		10 - 18 - 16				13					
							SILT (ML), soft, light brown, wet, [A-7]. (Alluvium).	66.5 *4403.7*						
70 *4400.2*			3		2 - 2 - 2									
75 *4395.2*			58						33	46	28	95	89	Pen: 2¼ psf UCS: 1322 psf
														Pen: ½ tsf
80 *4390.2*			89		13 - 15 - 17		Silty GRAVEL with sand (GM), dense, brown, wet, fine to coarse grained, angular to subangular, [A-1]. (Alluvium).	79.5 *4390.7*	12					
							Poorly-Graded GRAVEL with silt and sand (GP-GM), medium dense, brown, wet, fine to coarse grained, angular to subangular, [A-1]. Seams of sands. (Alluvium).	82.5 *4387.7*						
85 *4385.2*			28		14 - 14 - 13				10					
							Clayey GRAVEL with sand and cobbles (GC), dense, brown, wet, fine to coarse grained, angular to subangular, [A-2]. (Alluvium).	88.0 *4382.2*						
90			33		14 - 22 - 21				10					
4380.2														

Water Level Observations

- After Drilling: ()
- During Drilling: 9.6 ft *(4460.6 ft)*
- After Drilling: 5.0 ft *(4465.2 ft), Augers Out*

Remarks: Wet cave in depth of 12' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-101A

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998619.2 ft **Coordinates** E: 1160049.9 ft	**Station:** 25 + 35 **Offset:** 2 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4470.2 ft
Date Started: 11/19/20	**Date Finished:** 11/24/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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
							Clayey GRAVEL with sand and cobbles continued...	90.0 *4380.2*						
							Poorly-Graded GRAVEL with silt, sand, and cobbles (GP-GM), dense, brown, wet, fine to coarse grained, angular to subrounded, [A-1]. (Alluvium).	92.5 *4377.7*						
95 *4375.2*			72		13 - 20 - 24				9					
100 *4370.2*			61		15 - 18 - 22				8					
105 *4365.2*			39		12 - 18 - 22				10					
							Boring Depth: 105.5 ft, *Elevation: 4364.7 ft*	105.5 *4364.7*						

Water Level Observations		Remarks: Wet cave in depth of 12' immediately after withdrawal of auger.
After Drilling: *()*	During Drilling: **9.6 ft** ***(4460.6 ft)***	
	After Drilling: **5.0 ft** ***(4465.2 ft), Augers Out***	

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LOG OF BORING

Boring 9776000-ST-102

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998726.3 ft **Coordinates** E: 1159974.2 ft	**Station:** 26 + 60 **Offset:** 15 ft L
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4471.0 ft
Date Started: 11/17/20	**Date Finished:** 11/18/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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
			56		3 - 5 - 6		FILL, Poorly-Graded GRAVEL with silt and sand (GP-GM), medium dense, brown, moist, fine to coarse grained, angular to subangular, [A-1].		4					
			39		6 - 5 - 3				7					
5 4466.0			33		3 - 3 - 2				5	0	0	9		
			56		1 - 2 - 3		Sandy Lean CLAY (CL), medium stiff, brown, moist, [A-4]. Some organics, some gravel.	6.0 4465.0	22	37	28	51		
			100						23	34	25	50	90	Pen: 1¾ tsf
10 4461.0			83		2 - 4 - 7		Silty SAND with gravel (SM), medium dense, brown, moist to wet, fine to coarse grained, [A-2]. (Alluvium).	9.5 4461.5	10					
			33		12 - 38 - 12		Silty GRAVEL with sand and cobbles (GM), very dense, brown, wet, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).	11.0 4460.0	9					
15 4456.0			22		22 - 29 - 12		SILT (ML), very stiff, brown, wet, [A-4]. Trace gravels. (Alluvium).	14.0 4457.0	25					
							Silty GRAVEL with sand and cobbles (GM), dense, brown, wet, fine to coarse grained, subrounded to rounded, [A-1]. (Alluvium).	14.5 4456.5						
							Silty GRAVEL with sand (GM), dense, brown, wet, fine to coarse grained, subrounded to rounded, [A-1]. Some interbedded sand layers. (Alluvium).	16.5 4454.5						
20 4451.0			39		9 - 20 - 12				17					
							Silty SAND with gravel (SM), medium dense, brown, wet, fine to coarse grained, [A-2]. Slightly cemented. Seams of medium plasticity clay. Trace FeOx. (Alluvium).	22.0 4449.0						
25 4446.0			56		4 - 6 - 8				20					
30			39		6 - 6 - 11				17					
4441.0														

Water Level Observations

- During Drilling: **11.4 ft** ***(4459.6 ft)***
- After Drilling: ***(), Augers In***
- After Drilling: ***(), Augers Out***

Remarks: Wet cave in depth of 14' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-102

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998726.3 ft **Coordinates** E: 1159974.2 ft	**Station:** 26 + 60 **Offset:** 15 ft L
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4471.0 ft
Date Started: 11/17/20	**Date Finished:** 11/18/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

Depth (ft) / Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) / Elev. (ft)	MC (%)	LL	PL	-200 (%)	DD (pcf)	Remarks and Other Tests
							Silty SAND with gravel continued...	30.0 *4441.0*						
35 *4436.0*			33		7 - 6 - 7				16	31	21	10		
							Silty GRAVEL with sand (GM), dense, brown, wet, fine to coarse grained, angular to subangular, [A-1]. Occasional cobbles. (Alluvium).	36.5 *4434.5*						
40 *4431.0*			56		24 - 25 - 16				8					
							Poorly-Graded GRAVEL with sand (GP-GM), medium dense to dense, brown, wet, fine to coarse grained, angular to subangular, [A-1]. Some silt lenses. (Alluvium).	43.0 *4428.0*						
45 *4426.0*			56		20 - 14 - 18				12					
50 *4421.0*			67		14 - 12 - 16				10					
55 *4416.0*			56		5 - 20 - 18				8					
							Silty GRAVEL with sand (GM), dense, brown, wet,	59.0 *4412.0*						
60 *4411.0*			61		10 - 14 - 16				9					

Water Level Observations

- During Drilling: **11.4 ft** ***(4459.6 ft)***
- After Drilling: ***(), Augers In***
- After Drilling: ***(), Augers Out***

Remarks: Wet cave in depth of 14' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-102

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998726.3 ft **Coordinates** E: 1159974.2 ft	**Station:** 26 + 60 **Offset:** 15 ft L
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4471.0 ft
Date Started: 11/17/20	**Date Finished:** 11/18/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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
							fine to coarse grained, angular to subangular, [A-1]. (Alluvium).							
65 *4406.0*			67		15 - 15 - 11				13					
							SILT (ML), medium stiff, light brown, wet, [A-7]. (Alluvium).	66.5 *4404.5*						Pen: 2 tsf
70 *4401.0*			100						48	42	26	100		
75 *4396.0*			66		1 - 3 - 3				40	37	25	98		
80 *4391.0*			100		WH - 8 - 12		Silty SAND with gravel (SM), medium dense, brown, wet, fine to coarse grained, angular to subangular, [A-1]. (Alluvium).	79.5 *4391.5*	18					
							Silty GRAVEL with sand (GM), medium dense, brown, wet, fine to coarse grained, angular to subangular, [A-1]. (Alluvium).	83.0 *4388.0*						
85 *4386.0*			56		7 - 11 - 9				18					
							Poorly-Graded GRAVEL with silt and sand (GP-GM), medium dense to dense, brown, wet, fine to coarse grained, subangular to angular, [A-1]. (Alluvium).	87.5 *4383.5*						
90 *4381.0*			50		11 - 8 - 10				17					

Water Level Observations

- During Drilling: **11.4 ft** ***(4459.6 ft)***
- After Drilling: ***(), Augers In***
- After Drilling: ***(), Augers Out***

Remarks: Wet cave in depth of 14' immediately after withdrawal of auger.

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LOG OF BORING

Boring 9776000-ST-102

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 998726.3 ft **Coordinates** E: 1159974.2 ft	**Station:** 26 + 60 **Offset:** 15 ft L
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4471.0 ft
Date Started: 11/17/20	**Date Finished:** 11/18/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 28 - ABA	

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 silt and sand continued...	90.0 *4381.0*						
95 *4376.0*			72		11 - 20 - 22		Silty GRAVEL with sand and cobbles (GM), dense to very dense, brown, wet, fine to coarse grained, subangular to angular, [A-1]. (Alluvium).	94.5 *4376.5*	8					
100 *4371.0*			72		19 - 30 - 31				8					
105 *4366.0*			44		9 - 42 - 37				9					
							Boring Depth: 105.5 ft, *Elevation: 4365.5 ft*	105.5 *4365.5*						

Water Level Observations		Remarks: Wet cave in depth of 14' immediately after withdrawal of auger.
After Drilling: *(), Augers In*	During Drilling: **11.4 ft** ***(4459.6 ft)***	
	After Drilling: *(), Augers Out*	

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 10/20/22 16:50 - Z:\GINT\GINT\PROJECTS\3801-39003876.GPJ

SK GEOTECHNICAL

LOG OF BORING

Boring 9776000-ST-2

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 999084.4 ft **Coordinates** E: 1159842.9 ft	**Station:** 30 + 41 **Offset:** 8 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4477.3 ft
Date Started: 11/24/20	**Date Finished:** 11/24/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 21 - DCC	

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
			100		25 - 21 - 6		FILL, Sandy Lean CLAY (CL), medium stiff, brown, moist, [A-4]. Some gravels. Frozen to about 1 ft.		16	25	17	51		No Bulk Sample.
			44		2 - 3 - 3		Sandy Lean CLAY (CL), medium stiff, dark brown, moist, [A-4]. (Alluvium).	1.5 *4475.8*	13	25	17	50		
							Poorly-Graded GRAVEL with silt, sand, and cobbles (GP-GM), dense, brown, moist, fine to coarse grained, rounded to subangular, [A-1]. (Alluvium).	2.5 *4474.8*						
5 *4472.3*			72		16 - 23 - 25				5					
			89		12 - 24 - 17		Lean CLAY with sand and gravel (CL), very stiff, brown, moist, [A-6]. (Alluvium).	7.0 *4470.3*	6					
							Poorly-Graded SAND with silt and gravel (SP-SM), dense, brown, moist, fine to coarse grained, subrounded to subangular, [A-1]. (Alluvium).	7.5 *4469.8* 8.5 *4468.8*						
10 *4467.3*			67		17 - 20 - 18				5					
							Poorly-Graded GRAVEL with silt, sand, and cobbles (GP-GM), dense, brown, moist, fine to coarse grained, angular to subangular, [A-1]. (Alluvium).	10.5 *4466.8*						

Boring Depth: 10.5 ft, *Elevation: 4466.8 ft*

Water Level Observations		Remarks
▽ After Drilling: Not Encountered, Augers In	▽ During Drilling: Not Encountered ▼ After Drilling: Not Encountered, Augers Out	Water not encountered to a dry cave in depth of 3½' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 10/20/22 16:50 - Z:\GINT\GINT\PROJECTS\3801-39003876.GPJ

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LOG OF BORING

Boring 9776000-ST-3

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 999103.7 ft **Coordinates** E: 1159960.7 ft	**Station:** 30 + 18 **Offset:** 125 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4476.7 ft
Date Started: 11/17/20	**Date Finished:** 11/17/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 21 - DCD	

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
							FILL, Silty GRAVEL with sand (GM), medium dense, brown, moist, fine to coarse grained, angular to rounded, [A-1].	0.3 *4476.4*	13					
			89		18 - 11 - 5									
			78		3 - 11 - 16		Clayey SAND with silt and gravel (SC-SM), medium dense, brown, moist, fine to coarse grained, [A-4]. (Alluvium).	2.0 *4474.7*	5					
			0		50/0.2ft		Poorly-Graded GRAVEL with silt, sand, and cobbles (GP-GM), medium dense to very dense, brown, moist, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).	4.2 *4472.5*						

Auger Refusal at 4.2'.
Boring Depth: 4.2 ft, *Elevation: 4472.5 ft*

Water Level Observations		
After Drilling: **Not Encountered, Augers In**	During Drilling: **Not Encountered**	Remarks: Water not encountered to a dry cave in depth of 1' immediately after withdrawal of auger.
	After Drilling: **Not Encountered, Augers Out**	

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LOG OF BORING

Boring 9776000-ST-3A

Project: Blackfoot River - 3M W Lincoln		**Rig:** CME 75HT **Hammer:** Auto	**Boring Location** N: 999108.1 ft **Coordinates** E: 1159962.8 ft	**Station:** 30 + 31 **Offset:** 129 ft R
Project Number: 19-3876S	**UPN:** 9776000	**Boring Diameter:** 9"	**System:** MT S.P. (E) **Datum:** NAD83	**Top of Boring Elevation:** 4476.7 ft
Date Started: 11/17/20	**Date Finished:** 11/17/20	**Drilling Fluid:** None	**Location Source:** Sanderson Stewart	**Elevation Source:** Sanderson Stewart
Driller: E. Hollibaugh **Logger:** D. Hutzenbiler		**Abandonment Method:** Backfilled with Cuttings	**Township, Range, and Section:** 14N 9W 21 - DCD	

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
							FILL, Silty GRAVEL with sand (GM), [A-1].	0.3 *4476.4*						See Boring ST-3 for soil data from 0-6½' MDD- 117.5 pcf OMC- 13.9%
							Clayey SAND with silt and gravel (SC-SM), [A-4]. (Alluvium).	2.0 *4474.7*	14	26	19	44		
5 *4471.7*							Poorly-Graded GRAVEL with sand, silt, and cobbles (GP-GM), dense to very dense, brown, moist, fine to coarse grained, subangular to subrounded, [A-1]. (Alluvium).							
			56		10 - 27 - 42				5					
10 *4466.7*			56		45 - 17 - 22				5					
							Boring Depth: 10.5 ft, *Elevation: 4466.2 ft*	10.5 *4466.2*						

Water Level Observations

- During Drilling: **Not Encountered**
- After Drilling: **Not Encountered, Augers In**
- After Drilling: **Not Encountered, Augers Out**

Remarks: Water not encountered to a dry cave in depth of 3' immediately after withdrawal of auger.

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 10/20/22 16:50 - Z:\GINT\GINT\PROJECTS\3801-39003876.GPJ

STANDARD PROVISIONS INDEX

FEDERAL AID PROJECTS **CONTAINS**

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

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

Required Contract Provisions Federal-Aid Const. Contracts (FORM FHWA-1273) [Rev.10-23-2023] ..... 14 Pages

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

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

General Decision Number: MT20230079 04/28/2023

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

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

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

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts .

Modification Number	Publication Date
0	04/28/2023

SUMT2023-001 04/01/2022

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

DIVER

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

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

Depth Pay (Surface Diving):
0-20 ft.: Free zone
>20-100 ft.: $2.00 per ft.
>100-150 ft.: $3.00 per ft.
>150-220 ft.: $4 00 per ft.
>220 ft.: $5.00 per ft.

Diving in Enclosures (Diver Only):
0-25 ft.: Free zone
>25-300 ft.: $1.00 per ft.

ELECTRICIAN (LINE CONSTRUCTION)

Equipment Operator	$ 38.38	18.60
Groundman.	$ 29.96	17.64
Lineman	$ 50.11	19.88

ELECTRICIAN

All Areas	$ 39.08	20.00

IRONWORKER	$ 30.43	25.22

LABORER

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

GROUP 1: Flag Person

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

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

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

PAINTER $ 36.00 12.84

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

POWER EQUIPMENT OPERATOR:

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

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

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 CU Yard; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher, Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer; Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front End Loader 1 CU Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types; Hoist/Tugger, All; Hydralift & Similar; Industrial Locomotive; Motor Patrol, Except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, Other Than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 Tons and Over; Ross Carrier; Rotomill Under 6 Ft; Trenching Machine; Washing/Screening Plant

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

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

GROUP 5: Cranes, 45 Tons To Including 74 Tons

GROUP 6: Cranes, 75 Tons To Including 149 Tons; Crane, Whirley (All)

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

TRUCK DRIVER

Group 1	$ 28.21	12.57
Group 2	$ 35.74	12.57

GROUP 1: Pilot Car

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S ACKNOWLEDGMENT:

_____
Company

By: _____
Name

_____
Title

_____
Date

WORK SITE LOCATION:

_____
Town

_____
State

_____
Project #

Rev. 01/01/04

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

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

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

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

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

GOALS FOR FEMALE PARTICIPATION (statewide) 6.9%

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE
Economic Areas:

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

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

Non-SMSA Counties 4.1%
Blaine, Broadwater, Chouteau, Fergus, Glacier, Hill, Jefferson, Judith Basin, Lewis & Clark, Liberty, Meagher, Petroleum, Phillips, Pondera, Teton, Toole, Valley, Wheatland

154 Missoula, MT
Non-SMSA Counties 2.7%
Beaverhead, Deer Lodge, Flathead, Granite, Lake, Lincoln, Madison, Mineral, Missoula, Powell, Ravalli, Sanders, Silver Bow

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

Non-SMSA Counties 3.3%
Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Gallatin, Garfield, Golden Valley, McCone, Musselshell, Park, Powder River, Prairie, Rosebud, Stillwater, Sweet Grass, Treasure, Wibaux, Yellowstone Nat'l Park

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

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

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