

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION
BID PACKAGE**

Sealed bids for construction of this project will be received by the Montana Department of Transportation, Construction Contracting Section, Room 101, 2701 Prospect, Helena, Montana until 9:00 a.m. on August 6, 2026. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

NHPB-STPB 1-1(122)15

LIBBY AREA BRIDGE DECKS

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).

MONTANA DEPARTMENT OF TRANSPORTATION

Loran Frazier, Chairperson
Montana Transportation Commission

Christopher Dorrington
Director of Transportation

Contract No.03826
BB:NB:10513000ADV

SPECIAL PROVISIONS

CONTRACT NO. 03826

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 03826

PROJECT: NHPB-STPB 1-1(122)15 10513122000 LIBBY AREA BRIDGE DECKS

SECTION: 0001 - MINOR BRIDGE REHAB

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0010	104030010	MISCELLANEOUS WORK	UNIT	50,000.00
0020	108000010	STRUCTURE ANALYSIS	LS	1.00
0030	109200005	MOBILIZATION	LS	1.00
0040	202020058	REMOVE GUARD ANGLE	LNFT	563.80
0050	202020139	REMOVE ASPHALT FROM DECK	SQYD	1,140.10
0060	208010000	BMP ADMINISTRATION-LS	LS	1.00
0070	208010005	PAR BMP ADMINISTRATION-LS	LS	1.00
0080	208010015	AQUATIC RESOURCE MONITOR	LS	1.00
0090	208010200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0100	401020157	COMMERCIAL MIX-3/8 IN-PG 58H-34	TON	479.00
0110	402020315	EMULSIFIED ASPHALT-TACK COAT	GAL	188.00
0120	403010255	CRACK SEALING	LB	324.00
0130	411010000	COLD MILLING	SQYD	2,837.00
0140	552010140	TRANSVERSE DECK GROOVING	SQYD	2,523.90
0150	552010160	BRIDGE DECK CRACK SEAL	SQYD	3,413.40
0160	552010199	BRIDGE DECK HYDRODEMOLITION	SQYD	2,437.20
0170	552011120	JOINT SEALS-POLYURETHANE	LNFT	327.50
0180	556000100	PAINT EXISTING STRUCTURAL STEEL	SQYD	14.00
0190	561010525	EXPANSION JOINT-PRECOMPRESSED	LNFT	116.30
0200	562000020	CLASS A BRIDGE DECK REPAIR	SQYD	81.60
0210	562000030	CLASS B BRIDGE DECK REPAIR	SQYD	5.00
0220	563000010	CONCRETE-CLASS OVERLAY	SQYD	2,437.20
0230	563000012	CONCRETE-CLASS OVERLAY-FIXED	UNIT	500.00
0240	563000020	FURNISH PPC OVERLAY	CUYD	3.90
0250	563000030	PLACE PPC OVERLAY	SQYD	188.30
0260	563000100	PREPARE DECK	SQYD	1,140.10
0270	563000110	WATERPROOF MEMBRANE	SQYD	951.80
0280	606011503	RESET TEMP IMPACT ATTENUATOR	EACH	12.00
0290	606011518	TEMPORARY IMPACT ATTENUATOR	EACH	12.00
0300	618030015	TRAFFIC CONTROL-FIXED	UNIT	500.00

SPECIAL PROVISIONS

CONTRACT NO. 03826

SECTION: 0001 - MINOR BRIDGE REHAB

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0310	618030080	TRAFFIC CONTROL-LS	LS	1.00
0320	618100000	SINGLE USE SIGNS	SQFT	377.00
0330	618100001	MOTORCYCLE ADVISORY SIGN	EACH	2.00
0340	618100005	PORTABLE VARIABLE MESSAGE SIGN	EACH	6.00
0350	618100008	TRAFFIC ACTUATED TEMPORARY SIGNALS	LS	1.00
0360	618190100	TEMPORARY BARRIER RAIL	LNFT	1,200.00
0370	618190110	RESET TEMP BARRIER RAIL	LNFT	1,200.00
0380	620013000	STRIPING-WHITE PAINT	GAL	62.00
0390	620013960	STRIPING-WHITE EPOXY	GAL	39.00
0400	620014000	STRIPING-YELLOW PAINT	GAL	52.00
0410	620014960	STRIPING-YELLOW EPOXY	GAL	33.00

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SPECIAL PROVISIONS
FEDERAL AID PROJECT NO(S). NHPB-STPB 1-1(122)15
 (REVISED 6-25-26)

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

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

- "Question and Answer Forum": [Question and Answer Forum](#)
- "Standard Specifications for Road and Bridge construction":

[Standard Specifications June 2026](#)

- The most recent version of the Detailed Drawings: [Detailed Drawings](#)
- Materials Manual of Test Procedures: [Materials Manual June 25, 2026](#)

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

The Question-and-Answer Forum opens at 5:00 p.m. on the bid letting advertisement date and closes at 8:00 a.m. on the Monday before the bid letting. If Monday is a state holiday, the forum will close on Friday before the bid letting at 3:00 p.m. Answers provided by the Department to the questions, clarifications, and notifications can be posted up to 5:00 p.m. on the day before the letting.

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

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

1. PROJECT DESCRIPTION [102]

The Libby Area Bridge Decks project is bridge deck rehabilitation to prolong the life of deck surfaces for six bridges in Lincoln County. MDT Structure IDs 05007, 05009, 05010, 05011, and 05012 are located on US-2 near Troy and Libby. MDT Structure ID 06932 is on S-567 north of Libby. Rehabilitation efforts include bridge deck concrete mill and overlay, PPC overlay, spall repair, expansion joint repair, bearing repair, roadway cold mill and PMS overlay, and pavement markings.

2. 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 March 1, 2027. 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 130 working days.

3. SEQUENCE OF OPERATIONS AND TRAFFIC CONTROL

A. Description. This Special Provision outlines the basic sequencing strategy and any specific limitations required for this project's traffic control requirements. However, the basic strategy is not intended to cover every situation which may arise in the field as a result of the contractor's operations or otherwise. Cooperate with the Project Manager and make adjustments to the traffic control as required to fit specific field conditions. The construction phase diagrams show the minimum widths to maintain for traffic at each structure.

B. Traffic Control Plan. Provide a Traffic Control Plan in accordance with Section 618 of the Standard Specifications, MDT Detailed Drawings, and the Manual on Uniform Traffic Control Devices (MUTCD). Comply with the following:

- 1) Structure 05007 Lake Creek:
 - a) Maintain a minimum of one 16-foot lane for traffic over the bridge. Utilize traffic actuated temporary signals to maintain single-lane, alternating two-way traffic.
 - b) Place Temporary Barrier Rail with Temporary Impact Attenuators to maintain work zone safety.
 - c) Complete all work on the first phase of the structure before moving traffic and proceeding with phase 2 work.
 - d) Plant mix milling and paving on the approach roadway can be completed in phases with the work on the structure or completed after the structure work is complete and temporary barrier is removed.
- 2) Structures 05009 Parmenter Creek and 05010 Flower Creek:
 - a) Maintain two 14-foot lanes for traffic with two-lane, two-way traffic control for each phase of the bridge construction activities.
 - b) Place Temporary Barrier Rail with Temporary Impact Attenuators to maintain work zone safety.
 - c) Complete all work on the first phase of the structure before moving traffic and proceeding with phase 2 work.
 - d) Structure 05010 – Temporarily close during construction the Rosauers grocery store approach on the southwest quadrant of the bridge. Rosauers' other approach 200 feet to the west must remain open throughout construction. Provide business access signage for the Rosauers and Ace Hardware parking lot approaches.
 - e) Structure 05010 – The sidewalk on the south edge of the bridge must remain open to pedestrians throughout construction. Install temporary 6-foot-tall chain link fence along the north edge of the sidewalk throughout the construction zone for the duration of construction at this bridge.
- 3) Structure 05011 Big Cherry Creek:
 - a) Maintain two 15-foot lanes for traffic with two lane, two-way traffic control for each phase of the bridge construction activities.
 - b) Place Temporary Barrier Rail with Temporary Impact Attenuators to maintain work zone safety.
 - c) Complete all work on the first phase of the structure before moving traffic and proceeding with phase 2 work.
 - d) Plant mix milling and paving on the approach roadway can be completed in phases with the work on the structure, or completed after the structure work is complete and temporary barrier is removed.
- 4) Structure 05012 Libby Creek:
 - a) Maintain one 16-foot lane for traffic over the bridge. Utilize traffic actuated temporary signals to maintain single-lane, alternating two-way traffic.
 - b) Place Temporary Barrier Rail with Temporary Impact Attenuators to maintain work zone safety.
 - c) Complete all work on the first phase of the structure before moving traffic and proceeding with phase 2 work.

d) Plant mix milling and paving on the approach roadway can be completed in phases with the work on the structure, or completed after the structure work is complete and temporary barrier is removed.

5) Structure 06932 Pipe Creek:

a) Maintain one 12-foot lane for traffic over the bridge. Utilize traffic actuated temporary signals to maintain single-lane, alternating two-way traffic.

b) Place Temporary Barrier Rail with Temporary Impact Attenuators to maintain work zone safety.

c) Complete all work on the first phase of the structure before moving traffic and proceeding with phase 2 work.

d) Plant mix milling and paving on the approach roadway can be completed in phases with the work on the structure, or completed after the structure work is complete and temporary barrier is removed.

6) See plan sheets for the construction phase diagrams. MDT will consider alternate traffic control plan options meeting the same or better level of service as described. The Contractor may submit an alternate sequence of operations to the Project Manager for review at the Pre-Construction Conference.

C. Sequence of Operations. In addition to the requirements of Subsection 104.05, Maintenance of the Work, and Subsection 108.04, Limitation of Operations, schedule operations in a manner to provide the least amount of inconvenience possible to the traveling public.

1) Do not begin work that disturbs the roadway until approval of the proposed sequence of operations has been received. Approval of the proposed sequence of operations will be contingent upon the work being a continuous operation. Any of the work sequences may be modified during construction if such modifications are in the best interest of the traveling public and adjacent property owners.

2) Complete construction during one construction season.

3) Perform Migratory Bird protective measures in accordance with 203.03.4A. This work must be completed before April 15.

D. Basis of Payment. All of the work resulting from this special provision is covered under the respective items of the contract. Where work is specified and not distinctly covered by a unit quantity and price, that work is considered as incidental to and absorbed in the various bid items of the contract and no separate payment will be made.

Traffic Control will be measured Lump Sum and paid for in accordance with Section 618 of the Standard Specifications.

Traffic Actuated Temporary Signals are measured and paid per the Special Provision included in this contract.

Temporary Barrier Rail is paid per the Special Provision included in this contract.

4. CONTRACT DOCUMENTS [102] (REVISED 1-15-26)

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 1-15-26)

2) [Traffic Control Rate Schedule](#) (Revised 3-9-23)

3) [Erosion Control Rates](#) (Revised 1-09-25)

5. LABOR AND CIVIL RIGHTS REQUIREMENTS [102] (REVISED 1-15-26)

Executive Orders 13658 and 13706 do not apply to this contract. Pay the minimum wage rates contained elsewhere in the bid package and 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).

Ensure bulletin board requirements contained in the FHWA Form 1273 are met. Please see the following webpage for required bulletin board materials:

[Bulletin Board Materials & Requirements](#)

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

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

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

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

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

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

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

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

- a) Non-ferrous metals: Initial smelting or melting through final shaping, coating, and assembly.
- b) Plastics: Initial combination of plastic, polymer based, or composite materials until item is in its final form.
- c) Glass: Initial batching and melting, annealing, cooling, and cutting.
- d) Fiber Optic Cable: Initial ribboning, buffering, and fiber stranding and jacketing.
- e) Optical Fiber: Initial preform fabrication through completion of draw.
- f) Lumber: Initial debarking, treatment, and planing.
- g) Drywall: Initial blending of gypsum, cutting, and drying of sandwiched panels.
- h) Engineered Wood: Initial combination of constituents until item is in its final form.

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

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

D. General. Domestic materials preference applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the

completion of the project (e.g., temporary aluminum scaffolding). Buy America preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the structure (e.g., movable chairs, desks, or computer equipment used at or within the project but are not integral or permanently affixed to a structure).

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

Submit Form MDT-MAT-407 "Manufacturer's Certificate of Compliance" for every material identified as a construction material or manufactured product. Do not incorporate materials covered by Form MDT-MAT-407 into the project until all required documentation is submitted to the Department. Ensure suppliers and manufacturers understand the domestic material and contract requirements to supply the required materials and associated documentation.

The Department will not accept items installed until all supporting documentation has been reviewed and is found to be in accordance with the contract requirements. Insufficient or unavailable documentation or documentation showing products containing construction materials of foreign origin are grounds for removal and replacement at the contractor's expense. The Department has designated contract materials as either "construction materials" or "manufactured products" by their respective 9-digit material codes in section MT 601 of the Montana Materials Manual. The Department recognizes there will be situations where a product or material may not fit the designation indicated in section MT 601. In these cases, submit documentation demonstrating or justifying the supplier or manufacturer's position that their specific item has been misclassified to the Project Manager at least 10 business days in advance of installation. The Department, in conjunction with FHWA, will review the submitted documentation and decide as to how that specific product or material will be classified. These determinations will be final, and the appropriate documentation as defined above is required.

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

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

The above waiver does not apply to iron and steel, the existing de minimis standard for iron and steel under subsection 106.09 continues to apply.

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

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

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

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

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

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

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

- a) Legal Loads. A vehicle that is a legal load as defined by Section 61-10 MCA.
 - b) Pre-Approved Equipment. The equipment is currently listed on MDT's [Approved Construction Equipment List \(ACEL\)](#) and will be operated according to any conditions stated in the ACEL.
- 2) For bridges with a posted load restriction or if bridge deck concrete is partially milled or removed, submit a full engineering submittal for approval for any of the following cases:
- a) Equipment weight exceeds 25 tons.
 - b) Vehicle weight and configuration does not satisfy the posted load restriction.
 - c) More than one piece of equipment will be simultaneously located on a span.
 - d) Concrete removal results in significant debonding of the top mat of deck reinforcing steel. The Project Manager, in conjunction with the Bridge Bureau, will determine if significant debonding is present.
 - e) Repairs to bridge beams or truss members are specified in the contract and repairs are not complete.
 - f) Equipment outriggers will be used.
- 3) Full engineering submittal requirements. Submit an engineering analysis and report performed by a Professional Engineer registered in Montana.
- a) Engineering analysis. Clearly describe loading conditions and assumptions and provide calculations. Investigate an envelope within which the equipment may function without damaging the structure or endangering workers or the public. MDT proposes the following topics, at a minimum. Provide additional information when necessary.
- (1) Load Cases.
 - (a) Minimum suggested live load vehicles are Type 3 and Type 3S2 trucks in live load combinations from AASHTO "Manual for Condition Evaluation of Bridges."
 - (b) Consider all loads on the bridge including axle loads, outriggers, equipment dynamic forces, and wind forces on the load, the boom, and the equipment. Consider deflection and secondary force effects. Include traffic live load if the structure will carry traffic during equipment operations.
 - (c) Investigate different loading combinations for all configurations. Include the distribution of dead load and changing center-of-gravity of the equipment with and without load at different boom extensions, rotations, and elevations.
 - (2) Structural Effects. Identify critical members. Determine any conditions under which the equipment cannot safely operate.
 - (a) Written Report. Provide a report containing a narrative summarizing the results of the analysis. Describe special measures necessary to protect the structure through all phases of the equipment's positioning and use. Include drawings as necessary and indicate any minimum equipment clearances to relevant portions of the structure and to traffic flow. Estimate the work's duration.
- D. Method of Measurement. Work associated with this provision is not measured for payment.
- E. Basis of Payment. Include all costs associated with the requirements of this provision in the lump sum bid for Structure Analysis. Exception: If a full engineering analysis is required as a result of top mat debonding alone (none of the other criteria listed under C.2 are met) then it will be considered extra work and considered for time extension under 108.07.5.
9. SUBCONTRACTING CONSULTANTS [108] (REVISED 2-27-14 M)
The following consultants performed work on the project.
- TD&H

10. 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.

11. 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/WPBFForms/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.

12. PROTECTION OF AQUATIC RESOURCES AND THREATENED AND ENDANGERED SPECIES [208]

A. Description. Aquatic resources are protected under federal, state, and tribal laws and regulations including but not limited to the Clean Water Act and the Stream Protection Act. Lake Creek, Parmenter Creek, Flower Creek, Big Cherry Creek, Libby Creek, and Pipe Creek are documented bull trout occupied streams. Libby Creek and Pipe Creek are designated bull trout critical habitat within the project area. Impacts to aquatic resources may result in violation of the Endangered Species Act. The following approximate location(s) have been identified as apparent aquatic resources in the project limits:

- 1) Structure 05007 at Lake Creek. Perennial stream Riparian fringe wetlands may exist.
- 2) Structure 05009 at Parmenter Creek. Perennial stream Riparian fringe wetlands may exist.
- 3) Structure 05010 at Flower Creek. Perennial stream Riparian fringe wetlands may exist.
- 4) Structure 05011 at Big Cherry Creek. Perennial stream Riparian fringe wetlands may exist.
- 5) Structure 05012 at Libby Creek. Perennial stream Riparian fringe wetlands may exist.
- 6) Structure 06932 at Pipe Creek. Perennial stream Riparian fringe wetlands may exist.
- 7) Additional aquatic resources may be present within the project limits. Coordinate with the Project Manager to identify these areas in the field.

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

SPECIAL PROVISIONS

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- 1) Conduct work in a manner that avoids impacts to aquatic resources. Prevent all material from entering aquatic resources.
- 2) Submit an Aquatic Resource Protection Plan to the Project Manager and District Environmental Engineering Specialist (DEES) detailing the BMPs or alternate methods proposed for each location a minimum of 10 business days prior to start of work. Modification(s) to the Contractor's aquatic resource protection plan or BMPs requires approval from the Project Manager. The Project Manager will coordinate with the Aquatic Resource Monitor (ARM) prior to any modification approvals.
- 3) Implement BMPs to prevent placement of materials in aquatic resources. BMPs may include:
 - a) A stable physical barrier that prevents 100% of material from entering aquatic resource areas.
 - b) Modified sweeping and brooming methods.
 - c) Pickup and disposal of millings, chips, and broadcast aggregates. Millings must be treated as a solid waste.
- 4) Stop work and immediately notify the MDT Project Manager if any material enters any aquatic resource. The Project Manager will direct the resumption of work only after the non-compliance is resolved.
- 5) Remove and dispose of any physical BMPs upon completion of the project work.
- C. Measurement. Work and materials to protect aquatic resources and threatened and endangered species is measured by the lump sum.
- D. Basis of Payment. Include the costs to install, maintain, monitor, and remove BMPs in the contract unit price for PAR-BMPs – Lump Sum.

13. ENVIRONMENTAL SPECIFICATIONS [208]

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)
Work in Bear Habitat	Subsection 208.03.4E

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

A. Description. Bull trout, a threatened species protected under the Endangered Species Act, are documented to use Lake Creek, Parmenter Creek, Flower Creek, Big Cherry Creek, Libby Creek, and Pipe Creek. Libby Creek and Pipe Creek are designated bull trout critical habitat within the project area. Contact the Project Manager for coordination with the District Biologist if you have any questions regarding this authorization.

- 1) Stop work and immediately notify the MDT Project Manager if any material enters an aquatic resource listed above as bull trout occupied streams or bull trout critical habitat. Non-compliance will be documented and reported to the U. S. Fish and Wildlife Service (USFWS). The Project Manager will direct the resumption of work only after the non-compliance is resolved.
- 2) Conduct project-related activities outside of construction limits in a manner which will not adversely affect species and/or designated critical habitat listed under the Endangered Species Act.

15. AQUATIC RESOURCE MONITOR (ARM) [208]

A. Description. This contract requires a Prequalified Aquatic Resource Monitor (ARM) to provide oversight and guidance to the Contractor during the construction phase of the

project. The ARM will assist the Department in ensuring Contractor compliance with Subsection 208.03.2 and the Endangered Species Act during construction of the work.

B. Contractor Requirements.

1) Use a prequalified Aquatic Resource Monitor to complete the work required in the contract. A list of prequalified contractors is located at the following website:

<http://www.mdt.mt.gov/business/contracting/prequalified.shtml>.

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

a) The preconstruction meeting,

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

c) The post-construction final walk-through.

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

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

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

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

C. ARM responsibilities.

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

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

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

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

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

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

7) Oversee BMP removal and reclamation action.

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

D. Submittals. All submittals will be made by the monitor to the USFWS with copy to FHWA, the Project Manager, District Biologist, and DEES within 72 hours of completion of that milestone.

1) Prior to the first submittal to USFWS, Submit Draft inspection form(s) and supporting documentation to MDT for review.

2) Submittal #1. The Contractor will be required to submit a plan proposal for each site identified in the Protection of Aquatic Resource and Threatened and Endangered Species special provision. The monitor will submit the contractor's plan.

3) Submittal #2. The monitor will propose modifications of BMPs as needed, oversee and document the installation of approved best management practices (BMPs) including positive means proposed by the contractor at specified locations. The monitor will submit the form and supporting documentation including photographs and any revision to the contractor's plan from Submittal #1 documenting the implementation of BMPs.

4) Submittal #3. The monitor will oversee and document the performance and effectiveness of the implemented measures during operations. If it is determined that the measures are ineffective or require maintenance, the work will be stopped until the measure is

brought into compliance, and the situation will be documented by the monitor. Upon completion of the subject work and removal of the BMP's, as required, the monitor will submit the final form and supporting documentation including photographs, performance and effectiveness of the implemented BMPs, BMP revisions or modifications taken during construction, observed non-compliance and corrective measures implemented during construction, and post-construction condition of the aquatic resources.

E. Measurement and Payment. Aquatic Resource Monitor is measured and paid for in the lump sum bid item AQUATIC RESOURCE MONITOR. Payment at the contract unit price is full compensation for all resources necessary to complete the item of work in accordance with the contract.

16. PUGMILL MIXING [301] (ADDED 1-1-03)

Pugmill mixing of surfacing aggregates called for in Subsection 301.03.5 B is not required for this contract.

17. ELECTRONIC TICKETING – PMS [401] (REVISED 4-09-26)

A. Description. This work consists of providing electronic ticketing (E- ticket) for material delivery of plant mix surfacing to the project.

B. Equipment and Programming. Coordinate with the Project Manager and the Haulhub representative to facilitate export of data from the plant's existing scale to the Department's E-ticketing portal provided by Haulhub. Provide electronic data from the load read-out weigh system to provide information as described in Subsection 401.03.8(B).

The Department's E-ticket portal can be found at the following link:

[MDT E-Ticket Portal](#)

1) Internet Availability. E-ticketing requires internet access. Ensure internet access at the hot plant location.

2) Set-up and Calibration. A minimum of 3 calendar days prior to plant mix paving, set-up and calibrate the interface with the Department's Haulhub portal and provide at least 5 calibration E-tickets for plant mix weights marking each ticket "Test".

3) Upload time. Ensure the upload time to the Department's portal does not exceed 5 minutes from the time the ticket was created.

Representatives from Haulhub will be available virtually to assist in the set-up, calibration, and production throughout the project duration. Contact information for Haulhub can be found at the following link: <https://www.haulhub.com/agency/montana>

For immediate support contact Carlos Osorio at Haulhub; Phone (929) 298-3396; email: carlos.osorio@haulhub.com

Printed tickets will be required along with E-tickets unless otherwise directed by the Project Manager.

All work for programming, training and utilizing E-ticketing is not measured for payment.

4) If the Project Manager determines that best efforts have been made to integrate the current plant technologies available, or technologies for integration do not exist, this special provision may be rescinded, and paper tickets will be required in accordance with Subsection 401.03.13.

18. 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.

19. POTENTIAL FOR CONTAMINATED MEDIA

A. Description. Project is located within the boundaries of the Libby Asbestos National Priorities List (NPL) Superfund site. Testing by the U.S. Environmental Protection Agency (EPA) has confirmed the presence of Libby amphibole asbestos (LA) within vermiculite which may be present in the soil adjacent the roadway.

B. Construction Requirements.

1) Coordinate with Lincoln County Asbestos Resource Council in Libby MT. 503 California Avenue, Libby MT 59923 (406) 291-5335. Website: [Lincoln County Asbestos Resource Program \(lcarp.org\)](http://Lincoln County Asbestos Resource Program (lcarp.org)).

2) If roadside soil to be disturbed by project activities or staging areas, wet down as necessary for dust control. Continue to wet material during disturbance.

3) Wash all equipment, tools, and gear that encounters disturbed soil.

C. Contractor Responsibilities. Require all employees or contractors that might be engaged with soil disturbance activities to obtain all necessary training with the Lincoln County Asbestos Resource Program a minimum of two weeks prior to fieldwork as required to obtain all necessary training to identify vermiculite and utilize best management practices to decrease potential exposure to possible LA contamination. Conduct work in compliance with applicable state and federal asbestos worker regulations.

D. Payment. Expenses associated with dust control and training to be included in other items.

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

A. Description. Lead and other heavy-metal based paint *removed* from steel highway bridge structures is considered a hazardous waste. EPA defines LBP as any surface coating that contains 1.0 milligram per square centimeter (mg/cm² or 0.5% by weight). The paint was tested utilizing field X-Ray Fluorescent (XRF) methodology that determined that lead is present in the paint exceeding those levels on structures 05010, 05011, & 06932. Therefore, the bridge paint on structures 05010, 05011, & 06932 is considered lead containing. Lead-based paint can cause serious health effects to workers and the environment if precautionary measures are not expended.

B. Contractor Responsibilities

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

2) Adhere to all requirements of Standard Specification 612.03 when impacting lead-based paint on the structure.

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

C. Contractor Responsibilities

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

the Montana Department of Environmental Quality, Hazardous Waste Program at 406-444-5300.

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

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

21. BRIDGE DEMOLITION NOTIFICATION

A. Description. Prior to demolition or rehabilitation 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.

B. Contractor Responsibilities. Submit the completed form to the DEQ and the Project Manager at least 30 calendar days prior to commencement of any bridge activities. Provide a copy of the notification acknowledgement to the Project Manager upon receipt from the DEQ.

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

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

B. Materials.

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

2) Furnish a joint system that functions properly between -40°F and 113°F.

C. Construction Requirements.

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

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

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

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

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

a) Product specifications

b) Material safety data sheet

c) Manufacturer's recommended application procedure

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

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

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

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

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

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

23. EXPANSION JOINT – PRECOMPRESSED [707] (ADDED 10-08-20)

A. Description. This work is furnishing and installing a preformed, pre-compressed, self-expanding, sealant system with a silicone pre-coated surface.

B. Materials. Use a joint system designed to withstand an HL-93 truck loading and impact in accordance with AASHTO specifications. Furnish materials comprised of the following 3 components:

- 1) Cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone.
- 2) Field-applied epoxy adhesive primer.
- 3) Field-injected silicone sealant bands.

Use an impregnation agent having proven non-migratory characteristics. Furnish a highway-grade, low modulus, fuel resistant silicone applied to the impregnated foam sealant at a width greater than maximum allowable joint extension and which when cured and compressed will form a bellows. Furnish expansion joint foam seal having a depth as recommended by the manufacturer. Ensure joint system is capable of movements of +50%, -50% (100% total) of nominal material size. Use factory-fabricated transition assemblies where changes in plane and direction are necessary. Ensure transitions are watertight at inside and outside corners through the full movement capabilities of the product.

C. Construction Requirements. Provide accurate dimensions of the joint length and opening size to the joint manufacturer so they can appropriately size the joint system.

Prepare the joint opening in accordance with the manufacturer's recommendations.

Ensure all concrete surfaces adjacent to the joint are in sound condition.

Repair any unsound concrete in accordance with the manufacturer's recommendations.

Install the joint system using the manufacturer's standard field-applied epoxy adhesive.

Install the joint system such that when the field-applied injection band of silicone is installed between the substrates and the foam-and-silicone-bellows, the system will be recessed 1/2-inch (12.5 mm) below the substrate surface. Do not permit vehicle traffic to travel over the joint for a period of 3 hours after installation is complete.

- 1) Submittals.

a) Certifications. Certify that the joint material meets the following:

(1) Free in composition of any waxes or asphalts, wax compounds, or asphalt compounds.

(2) Capable of withstanding 150°F (65°C) for 3 hours while compressed down to the minimum of movement capability dimension of the basis of design product (-25% of nominal material size) without evidence of any bleeding of impregnation medium from the material.

(3) That the same material after the heat stability test will self-expand to the maximum of movement capability dimension of the basis-of-design product (+30% of nominal material size) within 24 hours at room temperature 68°F (20°C).

b) Shop Drawings. Submit shop drawings describing the following:

- (1) Name of the manufacturer.

- (2) Joint dimensions.
- (3) Joint location and details of field splices, and
- (4) Expansion joint at curbs and sidewalks.

Do not begin fabrication of the joint until the Department has approved the shop drawings.

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

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

(2) Straightness. Provide methods that will ensure the joint does not deviate from a straight line by more than ½-inch (12.5 mm).

D. Method of Measurement and Basis of Payment. Pre-compressed expansion joints are measured and paid for by the linear foot along the centerline of the joint, parallel to the plane of the finished joint surface.

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

24. CLEAN AND PAINT EXISTING ABUTMENT BEARINGS

A. Description. Clean and paint the exposed areas of the steel bearing shoes at Bent No. 1 and Bent No. 4 at Structure ID No. 05007 Lake Creek, and at Bent No. 1 and Bent No. 2 at Structure ID No. 06932 Pipe Creek, in accordance with the standard specifications as modified below.

Paint the exposed shoe areas at the following locations:

- 1) Str. 05007: Bent No. 1, six steel bearing shoes located at backwall.
- 2) Str. 05007: Bent No. 4, six steel bearing shoes located at backwall.
- 3) Str. 06932: Bent No. 1, five steel bearing shoes located at backwall.
- 4) Str. 06932: Bent No. 2, five steel bearing shoes located at backwall.
- 5) Paint the existing steel bearing plates, rockers, anchor bolts, shims, and exposed shoe areas.
- 6) Any other locations directed by the Project Manager.

B. Materials. Provide a paint product that meets the requirements of Section 612 and 710.02, subject to approval by the Project Manager. Match the color of the existing shoes (green at 05007, silver at 06932). Provide a paint sample for approval to the Project Manager.

C. Construction Requirements.

1) Remove sanding materials and any other debris that has accumulated on the beam seat area from end to end of the concrete caps prior to painting the shoes. Dispose of the material as solid waste in conformance with applicable laws, rules, regulations, and the Montana Solid Waste Management Act.

2) Girder bearings at 05007 Lake Creek and 06932 Pipe Creek have existing lead-based paint. Handle in accordance with the special provision LEAD-BASED PAINT (LBP) REMOVAL AND DISPOSAL.

3) Meet the requirements of Section 612.03. Overcoat the existing steel bearings.

a) Provide a minimum two coat paint system that can be applied to minimally prepared surfaces and existing paint without debonding.

b) Follow the surface preparation requirements stated in subsection 612.03.3.D. Apply new paint in accordance with section 612.03.4. Minimize overspray to adjacent concrete.

4) Keep the time between cleaning and the application of paint to a minimum so the surface will be completely sealed before any moisture has had time to collect.

D. Measurement. Paint Existing Structural Steel is measured by the square yard of the surface area of the steel shoes cleaned, prepared and painted. At Structure 05007, each girder bearing is quantified as 1.0 square yard, regardless of the actual surface painted. At Structure 06932, each girder bearing is quantified as 0.2 square yard, regardless of the actual surface painted. Measurement for cleaning and painting other locations will be actual areas as measured in the field.

E. Method of Payment. Cleaning and painting the existing shoes will be paid for at the unit bid price for Paint Existing Structural Steel. Include all material, labor, tools, equipment, and incidentals necessary. Cost of removing sanding material and debris from the caps is considered incidental and included in other items.

25. BRIDGE PAVING JOINTS

A. Description. This work consists of sawcutting, cleaning, and sealing transverse contraction joints in asphalt overlays at bridges, at Structure IDs 05009 Parmenter Creek and 05010 Flower Creek.

B. Materials.

1) Joint Sealant. Use a crack sealant that is listed on the QPL and in accordance with Subsection 707.01.1.B.

2) Blotter Material. Use toilet paper or an approved liquid blotter material for crack sealant. The liquid blotter must be a commercially manufactured surfactant. Provide blotter that is not detrimental to the crack sealant or the surfacing material.

C. Construction Requirements.

1) General

a) Construct joints as shown in the Plans and in accordance with the following provisions. Place in accordance with the manufacturer's recommendations.

b) Submit the type of blotter material, application rates, and installation instructions to be used for joint sealant. The application rate must be sufficient to protect the sealant material.

2) Sawcutting

a) Prior to placing asphalt on the bridge deck, establish alignment points for locating saw cuts at both ends of the bridge, at interior joints within the bridge deck, and where shown in the Plans, to ensure alignment of the saw cuts for the joint seals are within a tolerance of $\pm 1/8$ inch of the location shown in the Plans. Establish saw cut alignment points in a manner that they remain functional for use in aligning the saw cut after placing the asphalt overlay.

b) Sawcut contraction joints with suitable power-driven concrete saws. Provide sufficient sawing equipment capable of completing the sawing to the required dimensions and at the required rate to control cracking. Tolerance must not vary from the specified or indicated line by more than $3/4$ inch. Commencement of sawing transverse contraction joints will be dependent upon the setting time of the asphalt and shall be done at the earliest possible time following placement of the asphalt without tearing or raveling the adjacent asphalt excessively.

c) Sawcut when the roadway is dry.

d) Remove and dispose of the sawcut material from the roadway before opening the roadway to traffic.

3) Cleaning

a) Ensure the joint has been properly cleaned using compressed air. Vegetation that cannot be removed using compressed air must be removed using other means.

b) The joint must be dry and free of dust, dirt, and loose materials immediately before applying the joint sealant.

4) Joint Sealing

a) Place sealant material as soon as practicable after the sawcut joints are deemed clean and dry. Place sealant material within 24 hours of sawcutting.

- b) Follow the sealant manufacturer's handling, mixing and application temperature requirements. Meet the following requirements:
 - (1) Ensure no moisture is present in joints to prevent bubbling and nonadhesion of sealant during installation.
 - (2) Apply sealant filling the joint flush to the top of finished pavement using a pressure type applicator.
 - (3) Do not allow sealant to collect or pool at the low end of joint elevation.
 - (4) Open the completed work to traffic once the sealant does not track; and
 - (5) Repair or replace all seal work damaged by traffic at Contractor expense.
- c) Apply blotter material to all crack sealant.
- 5) Weather Limitations
 - a) Do not sawcut when the mat temperature is below 35 °F.
 - b) Apply the sealant when the roadway surface temperature is between 40 and 120 °F.

c) Cease joint sealing operations if a rain event occurs. Do not resume operations until cracks are clean and dry.

D. Method of Measurement.

Crack Sealing in accordance with Subsection 403.04.

E. Basis of Payment.

Crack Sealing in accordance with Subsection 403.05.

Sawcutting is included in the contract unit price for Crack Sealing and is not paid for separately.

26. BRIDGE DECK HYDROMILLING AND CONCRETE OVERLAY

A. Description. Requirements for bridge deck milling and placement of concrete overlays on bridge decks. Perform Bridge Deck Milling in accordance with Section 561 and Modified Concrete Overlay in accordance with Section 563 except as modified herein.

B. Construction Requirements. Use hydromilling to reach the mill depth specified in the plans. The specified depth is the approximate depth to the top mat of rebar. Due to variable hardness of the existing concrete, expect concrete removal depths to vary. In some locations the rebar may shield the concrete during hydrodemolition and strips of concrete could remain under the bar. These strips of concrete may remain in place where bonded to the concrete and final rebar cover can be achieved, if approved by the Project Manager. Remove scaling corrosion from rebar. Light corrosion, as determined by the Project Manager, may remain. See 561.03.3A for additional hydrodemolition procedures.

C. Method of Measurement. Measurement for Concrete – Class Overlay will be by the square yard of accepted bridge deck surface. The estimated volume(s) of overlay concrete shown in the plans is not measured for payment. It was calculated by multiplying the specified overlay depth by the deck area(s) between barriers, curbs, or rail faces and is incidental to the Concrete-Class Overlay item. Concrete incorporated into the overlay in excess of the volume(s) shown in the plans will be measured for payment by cubic yards. Volumes of concrete within class A and B repair areas are excluded. Measurement for hydromilling is according to 561.04. When the Project Manager directs the contractor to remove strips of concrete remaining under the rebar after hydromilling, this work will be measured for payment under 109.04. except when it is directed to repair contractor-caused damage to the work.

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

removal areas vary from the nominal plan removal depth. When the Project Manager directs the contractor to remove strips of concrete under the rebar, this work will be paid as Miscellaneous Work.

27. BRIDGE CONCRETE DECK OVERLAY – ASPHALT

A. Description. This work includes the preparation of the bridge deck and approach slabs, placing a waterproof membrane and a plant mix overlay, at Structure IDs 05009 Parmenter Creek and 05010 Flower Creek.

B. Construction Requirements

(a) Remove Existing Overlay. Remove existing overlay materials from the deck and approach slabs including bituminous overlays, membranes, chip-seals, and traffic markings, down to the level of the concrete deck surface. Remove traces of overlay materials from the faces of curbs up to the level of the new surfacing. Use abrasive blasting, shot blasting, hammers, chisels, torches and scrapers as necessary to remove the materials. The use of rotomilling to remove existing plant mix from decks and approach slabs is not permitted. Avoid damaging the deck during this process. Repair damage done to the concrete bridge deck and approach slab during removal at no cost to the State. This subsection for Remove Existing Overlay also applies to Structure 06932 where the existing asphalt overlay is to be removed and replaced with a PPC overlay.

(b) Chain Drag Deck. The EPM will chain the deck surface and determine the percentage of deck area with delamination. Submit to the EPM, Engineer of Record, and the Bridge Bureau a deck grid that maps and identifies the areas of delamination. Limit Class A deck repair to a maximum of 5% of the deck area as directed by the EPM. Notify the EOR and Bridge Bureau for approval of repairs beyond the 5% limit. Submit an as-built plan of Class A deck repair performed to the Bridge Bureau. This subsection for Chain Drag Deck also applies to Structure 06932 where the existing asphalt overlay is to be removed and replaced with a PPC overlay.

2) Patch Deck. Perform Class A deck repair in accordance with Standard Specification 562. No Class B deck repair is expected.

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

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

5) Pavement Removal. Remove the existing pavement on the approach roadway section and the concrete structure in a sequence and manner so that the traveling public does not encounter abrupt transitions. Remove the existing plant mix surfacing as the plans and special provisions specify.

6) Membrane. Install the selected membrane system as the manufacturer requires and in compliance with the plans and specifications. Begin the membrane application within four hours of completion of the abrasive blasting. Apply the membrane to a clean, dry deck surface and with the deck and ambient air temperatures above 50°F. Apply primer to the concrete surfaces if the membrane manufacturer requires it. Overlap prefabricated membrane strips a minimum of 4". Use hand rollers to ensure a firm, uniform bond between the membrane

and the concrete surface. Keep the membrane free of wrinkles, bubbles, tears, and other placement defects. Patch tears or cuts in the membrane prior to placing the plant mix, by placing a piece of membrane bonded firmly to the surface and extending at least 4" beyond the edges of the defect. Seal vertical curb face surfaces with membrane to the height of the finished asphalt surface. If required by the membrane manufacturer, apply a bond coat of an acceptable adhesive to the surface of the membrane prior to applying the overlay. Allow only necessary rubber tire traffic on the membrane. Do not allow public traffic on the membrane. Maintain the membrane in good condition until the overlay covers it.

7) Pavement Placement. See the Road Plans for plant mix surfacing specification and thickness. Note that the crown may change between the bridge and the adjacent road. Mark the location of the end of each deck and approach slab locations before placing the plant mix. The contractor may apply the bridge deck overlay continuously with the final lift of the roadway surfacing. Use care to avoid damaging the membrane while operating equipment on it and while placing the overlay. Repair damage to the membrane with a method the Project Manager has approved prior to placing the overlay. Apply compactive effort in accordance with Subsection 401.03.21.B of the Standard Specifications. Do not use vibratory rollers on bridges.

a) Saw cutting and sealing joints. After placing the plant mix surfacing, saw cut and seal asphalt joints at the bridge ends and approach slab ends in accordance with the Special Provision BRIDGE PAVING JOINTS.

C. Materials.

1) Deck Patching Concrete in accordance with Section 562.

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

- Fiberglass Fabric: Use fabric weighing 0.17 lb/sq.ft minimum.
- Fiberglass Binder: Use a binder compatible with the fiberglass matting

and meeting or exceeding the following requirements.

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

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

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

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

- 5) Deck grid that maps and identifies the areas of delamination.
- 6) Deck patching concrete.
- 7) Reinforcement matting and binder.

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

9) Crack sealant.

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

D. Method of Measurement and Basis of Payment.

1) Remove Asphalt from Deck. Measure Remove Asphalt from Deck by the square yard of deck between the curb faces and between the ends of approach slab (STR 05009 & 05010). The unit price bid for Remove Asphalt from Deck will include compensation for materials, equipment, tools, labor and incidentals necessary to remove asphalt from approach slabs and bridge deck. Preparing and submitting the deck grid that maps and identifies the areas of delamination is incidental to this pay item.

2) Prepare Deck. Measure Prepare Deck by the square yard of deck between the curb faces and between the ends of approach slab (STR 05009 & 05010). The unit price bid for Prepare Deck will include compensation for materials, equipment, tools, labor and incidentals necessary to clean and prepare the deck, and to seal cracks and joint openings.

3) Class A Bridge Deck Repair. In accordance with Subsections 562.04 and 562.05.

4) Waterproof Membrane. Measure Waterproof Membrane for payment by the square yard of deck between the curb faces and the area of the curb faces covered by membrane, between the ends of approach slab (STR 05009 & 05010). The unit price bid for Waterproof Membrane will include compensation for labor and materials required to furnish and place the membrane, including necessary primers and bond coats.

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

6) Pavement Joints. In accordance with Special Provision BRIDGE PAVING JOINTS.

28. POLYESTER POLYMER CONCRETE OVERLAY

A. Description. Provide a polyester polymer concrete (PPC) overlay system on the prepared concrete surface as specified. The overlay system is defined as the furnished material necessary to complete the PPC overlay, including high molecular weight methacrylate (HMWM) resin primer, PPC resin binder, combined aggregate, and abrasive finish sand. Prepare the surface by shot blasting. Use a PPC overlay system including HMWM supplied by Kwik Bond Polymers, LLC (or approved equal).

Kwik Bond Polymers, LLC

Kris Krabill, Manager Pacific Northwest Region U.S. and
Western Canada Email: krabill.kris@us.sika.com Phone:
(360) 600-7762

B. Materials.

1) Primer. Apply a wax-free, low odor, HMWM prime coat consisting of a resin, initiator, and promoter to the prepared surface. Ensure HMWM resin complies with the following requirements:

Property	Test Method	Requirement
Viscosity**	ASTM D 2196	25 cps maximum (Brookfield RVT with UL adapter, 50 RPM at 77 °F)
Volatile Content**	ASTM D 2369	30 percent, maximum
Specific Gravity**	ASTM D 1475	0.90 minimum at 77 °F
Flash Point	ASTM D 3278	180 °F minimum
Vapor Pressure**	ASTM D 323	1.0 mm Hg, maximum at 77 °F

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Tack-Free Time	ASTM C679	400 minutes maximum at 77 °F
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**Perform test before adding initiator.

a) Ensure the prime coat promoter/initiator system for the methacrylate resin consists of a metal drier and peroxide. If supplied separately from the resin, do not mix the metal drier with the peroxide directly or a VIOLENT EXOTHERMIC REACTION will occur. Do not store contaminated materials (e.g., containers, measuring devices, rags) in a manner that allows leakage, spillage, or other contact of these materials with the other.

2) Polyester Resin Binder. The polyester concrete consists of polyester resin binder and dry aggregate. Ensure the resin is an unsaturated isophthalic polyester-styrene co-polymer and complies with the following requirements:

Property	Test Method	Requirement
Silane Coupler	NMR	1.0%, minimum (by weight of polyester-styrene resin)
Viscosity*	ASTM D 2196	75 – 200 cps (RVT No.1 Spindle, 20 RPM at 77 °F)
Specific Gravity*	ASTM D 1475	1.05 to 1.10 at 77 °F
Elongation	ASTM D 638	35 percent, minimum Type I specimen, thickness 0.25 ± 0.03" at Rate = 0.45 inch/minute.
Tensile Strength	ASTM D 618	Sample Conditioning: 18/25/50+5/70
	ASTM D 638	2,500 psi, minimum Type I specimen, thickness 0.25 ± 0.03" at Rate = 0.45 inch/minute.
	ASTM D 618	Sample Conditioning: 18 hours/77°F/50% + 5 hours/158°F

**Perform test before adding initiator.

a) The silane coupler must be an organosilane ester, gamma-methacryloxypropyltrimethoxysilane. The promoter must be compatible with suitable methyl ethyl ketone peroxide (MEKP) and cumene hydroperoxide (CHP) initiators.

3) Combined Aggregate.

Ensure the aggregate for polyester concrete complies with one of the following combined aggregate gradings:

Sieve Size	Percent Passing	
	3/8 Max	No. 4 Max
1/2"	100	100
3/8	83-100	100
No. 4	62-82	62-85
No. 8	45-64	45-67
No. 16	27-48	29-50
No. 30	12-30	16-36
No. 50	6-17	5-20
No. 100	0-7	0-7
No. 200	0-3	0-3

a) Ensure that aggregate retained on the No. 8 sieve has a maximum of 45 percent crushed particles when tested in accordance with AASHTO T 335.

b) Ensure the Mohs scale hardness is at least 6.0 and fine aggregate consists of natural sand only.

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c) Ensure that the combined aggregate absorption does not exceed 1 percent as determined by AASHTO T 84 and T 85.

d) At the time of mixing with the polyester resin binder, ensure that the moisture content of the aggregate, as determined by AASHTO T 255, does not exceed ½ of the aggregate absorption.

4) PPC Composite.

Testing must be performed by an independent testing laboratory. The following tests are required to verify PPC composite properties.

Property	Test Method	Requirement
SSD Bond Strength – with an unprimed surface	California Test 551	500 psi minimum at 24 hrs. and 70° ± 1° F (without primer, at 12% resin content by weight of the dry aggregate, on Saturated Surface Dry Specimen)
SSD Bond Strength – with a HMWM primed surface	California Test 551	700 psi, minimum at 24 hours and 70° ± 1° F (at 12% resin content by weight of the dry aggregate), HMWM primed surface
Abrasion Resistance	California Test 550	<2g weight loss

a) For SSD bond strength, test 1 sample each of the composite material with and without prime coat to be used during overlay construction. Submit a representative sample to the testing laboratory and submit test results at least 21 calendar days before work begins. This requirement may be waived if historical laboratory data shows consistency of testing results from the same mix design.

5) Sand for Abrasive Finish.

The sand for abrasive finish must comply with the following gradation:

Sieve Size	Percent Passing
No. 8	90-100
No. 20	0-10

a) Ensure that the sand for abrasive finish is commercial-quality blast sand. Ensure that absorption does not exceed 2 percent as determined by AASHTO T 84 and T 85.

6) Certification of Materials.

a) Submit, from the system provider, a certificate of compliance stating that the materials meet the requirements listed in this special provision. Ensure the system provider's Certificate of Compliance states that the HMWM resin is compatible with the polyester resin binder.

b) Submit test reports from the independent testing laboratory verifying that the test requirements for the PPC composite have been met.

c) Submit the certificate of compliance and test reports at the time of the mix design

d) review.

7) Storing and Handling.

a) Deliver materials in their original containers bearing the system provider's label, specifying date of manufacturing, batch number, trade name brand, quantity, and mixing ratio. Accompany each shipment of polyester resin binder and HMWM resin with a SDS.

b) Store the material to prevent damage by the weather and to ensure the preservation of their quality and fitness for the work. Keep the storage space clean and dry and provide a high-low thermometer. The temperatures of the storage space must not fall below or rise above the system provider written instructions. Take every precaution to avoid contact with flame.

c) Inspect stored materials before use and ensure compliance with these requirements at the time of use. Immediately replace rejected material at no cost to the Department.

d) Store a sufficient amount of material to perform the entire PPC overlay application at each location before starting any deck preparation to avoid delay in procuring the materials for each day's application.

e) Issue appropriate protection equipment to personnel working with the polyester concrete. Appropriate impermeable protective garments must be used by workers who may contact the resin or initiators. Immediately wash off the resins or initiators if skin contact occurs. Immediately remove clothing that becomes saturated with resin.

C. Submittals. Do not begin the deck preparation operations or begin placing PPC until receiving Project Manager approval. Submit the following items for approval:

1) Overlay Placement Plan. Submit an overlay placement plan in pdf format that includes the following:

- a) Schedule of overlay work and testing for each bridge.
- b) Anticipated concrete deck repair locations and repair method.
- c) Staging plan describing overlay placement sequence, including:
 - (1) Construction joint locations. Construct longitudinal joints between passes along the centerline or edge of travel lanes.
 - (2) Sequence of placement.
 - (3) Placement widths.
 - (4) Anticipated placement lengths
 - (5) Placement direction.
 - (6) Joint work.
 - (7) Location of proposed trial overlay(s).
 - (8) Description of equipment and method for:
 - (9) Surface preparation, including grinding and/or shot blasting.
 - (10) The method and materials used to blow, contain, collect, and dispose of concrete debris generated by the deck preparation process, including provisions for protecting adjacent traffic from flying debris.
- (11) Mixing and applying HMWM resin primer.
- (12) Measuring, mixing, placing, and finishing the PPC.
- (13) Applying surface finish sand.
- d) The method and materials used to contain HMWM resin and PPC components within the deck area receiving the overlay, including protecting and finishing inlets, bridge drains, and expansion joints.

e) The method, materials, and equipment used to protect, clean, isolate, and replace expansion joints.

- f) Method for measuring and maintaining overlay thickness and profile.
- g) Cure time for PPC.
- h) Storage and handling of HMWM resin and PPC components.
- i) Procedure for disposal of excess HMWM resin, PPC, and containers.
- j) Procedure for cleanup of mixing and placement equipment.
- 2) Overlay System. Submit copies of the system provider's material and polyester mix design information, written installation instructions, safety data sheets, independent test results, and certificate of compliance for approval.

3) System Provider Qualifications. Install an overlay system with all components provided through a single system provider with documented experience successfully supplying at least 2 PPC overlay projects of similar size and scope within the past 5 years. Submit documentation of the system provider's project experience including the following:

a) The name of the system provider of the PPC overlay system materials, including the name and phone number of the system provider's technical representative.

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- b) Project location.
- c) Owner agency.
- d) Project construction dates.
- e) Overlay quantities.
- 4) Contractor Qualifications.

a) Experience. The PPC overlay company must provide a project reference list of at least 2 successful PPC overlay projects with a 50 cubic yards minimum PPC quantity completed within the last 5 years and that use the same PPC overlay system and materials as specified in this contract. Provide the name and location of each project, quantity of overlay placed, the project contracting agency, and the name and current phone number of the contracting agency's contact person.

b) Onsite supervisors and personnel operating the mobile mixer and finishing machines must have equivalent work experience in mixing and placing PPC overlay as the Contractor. Provide documentation of project experience with PPC overlay, including the name and location of the project, the project Contracting Agency, the quantity of overlay placed, and the name and current phone number of the Contracting Agency's contact person.

c) The Project Manager may suspend the overlay work if the Contractor substitutes unapproved personnel. Additional costs resulting from suspension of work due to the changing of personnel is the Contractor's responsibility, and adjustment in contract time will not be allowed.

5) Mixing Equipment. Submit documentation verifying the mixing equipment is calibrated (Caltrans California Test CT 109 or similar accepted).

D. Construction Requirements

1) General.

a) The System Provider must have a Technical Representative available on site to give the installer advice on the installation of polyester concrete. This includes, but not limited to surface preparation, HMWM resin primer application, polyester concrete application, and polyester concrete cure. A Technical Representative must be available at the request of the Contractor, and for a minimum of three (3) days per project, or per installation crew per construction season for bundled bridge projects.

b) The system provider of the PPC overlay resin binder and HMWM resin will furnish technical service relating to the application of material and health and safety training for personnel who are to handle the PPC overlay and the HMWM resin prime coat. Hold a pre-placement conference before any overlay operations begin. Attendees must include representatives from all parties involved in the work. If necessary, teleconferencing of attendees may be approved.

2) Trial Overlay.

a) Place a trial overlay of PPC using Project Manager approved equipment and procedures. Follow the construction requirements sections as specified in this Special Provision. Do not perform trial overlay on the bridge concrete. Notify the Project Manager of the time and location of the trial overlay at least 7 calendar days before the scheduled trial overlay.

(1) Select a location and place the trial overlay on a previously cast and cured concrete substrate. The minimum plan dimensions of the concrete pad and the trial overlay are 12 feet in width and 15 feet in length. Provide a trial overlay at the same thickness as the project overlay.

(2) Perform 3 pull-off tests on the trial overlay in accordance with ASTM C1583. The pull-off tests must have a minimum tensile bond strength of 250 psi or a failure area at a depth of 1/8 inch or more into the base concrete in at least 50 percent of the test area. Record the pull-off test results and failure value into the base concrete and provide written documentation of the test results. The Project Manager will designate the location of the pull-off tests.

(3) Acceptance of the trial overlay will be based on successful completion of the following:

- (a) Specified surface preparation.
- (b) Proper sequence of PPC overlay placement.
- (c) Submittal of mixing readouts at proper mix ratios at required intervals.
- (d) Passing values for all specified tests.
- (4) After receiving approval of the completed trial overlay, the concrete pad and trial overlay becomes the Contractor's property. Remove and dispose of material as specified in 202.
- (5) Do not begin any surface preparation operations at the project site until the Project Manager has approved the completed trial overlay.
- 3) Equipment.
 - a) Shot Blasting Machine. Use a shot blasting machine to obtain the specified surface texture on the concrete surfaces receiving the PPC overlay. Provide a shot blasting machine that consists of a self-contained mobile unit using steel abrasive to texture the sound concrete to achieve the specified surface profile. The shot blasting machine must vacuum and store all material removed from the blasted concrete surface into a self-contained unit.
 - b) Mobile Mixer for PPC. Use a continuous automated mixer for all polyester concrete overlay applications. Use a continuous mixer meeting the following requirements:
 - (1) Employ an auger screw/chute device capable of sufficiently mixing catalyzed resin with dry aggregate.
 - (2) Employ a plural component pumping system capable of handling polyester binder resin and catalyst while maintaining proper ratios to achieve set/cure times within the specified limits. Catalyzed resin must flow through a static mix tube for sufficient duration to completely mix the liquid system.
 - (3) Equipped with an automatic metering device that measures and records aggregate and resin volumes. Record volumes at least every five minutes, including time and date. Submit recorded volumes at the end of the work shift.
 - (4) Have a visible readout gage that displays running totals of aggregate and resin being recorded.
 - (5) Produce a satisfactory mix consistently during the entire placement.
 - c) Portable Mixer. A portable mechanical mixer of appropriate size for proposed batches, as recommended by the System Provider, is acceptable for smaller area overlay applications if with approval by the Project Manager.
 - d) Finishing Machine. Furnish a self-propelled slip-form paving machine that is modified or specifically built to effectively place the PPC overlay in a manner that meets the objectives and requirements of the project. Use a continuous mixer meeting the following requirements:
 - (1) Employ a vibrating pan to consolidate and finish the PPC. Use paver primary finishing pan size measuring not less than two (2) feet in the dimension parallel to the direction of paver travel. Secondary profile finishing attachments, bolt on sections, and trailing pan extensions are not included in this measurement.
 - (2) Fitted with hydraulically controlled grade automation to establish the finished profile. The automation must be fitted with substrate grade averaging devices on both sides of the new placement; the device must average 15 feet in front and behind the automation sensors; or the sensor constructed to work with string-line control. It is acceptable to match grade when placing lanes adjacent to previously placed PPC.
 - (3) Have sufficient engine power and weight to provide adequate vibration of the finishing pan while maintaining consistent forward placement speed.
 - (4) Capable of both forward and reverse motion under its own power.
 - e) Vibratory Screed Machine. A vibratory screed machine riding on preset forms or rails can be used for shoulder pours of six (6) feet wide or less with approval from the Project Manager. Roller type screed machines are not acceptable.
 - f) Any PPC overlay placement method that does not use a slip form paver must be addressed in the overlay placement plan and be approved by the Project Manager.

- g) Hand Tools. Complete finishing of patch areas using hand concrete finishing tools. Finish patches flush with the top of the existing deck surface.
- 4) Surface Preparation.
 - a) Perform Class A and Class B deck repair work as specified elsewhere in the contract prior to installation of the PPC overlay. Use products for deck repair which are compatible with the PPC overlay system. Some polymer systems require concrete repair material to cure 28 days prior to placing PPC overlay.
 - b) Before placing the overlay, obliterate all pavement markings and thoroughly texture the entire concrete deck by steel shot blasting to ensure proper bonding between the overlay and the concrete substrate. Achieve final surface texture meeting concrete surface profile numbers 5 through 7 as defined in ICRI Guideline No. 03732 and as shown by surface profile samples available from ICRI, or ASTM E965 pavement macrotexture depth of 0.04 to 0.08 inch. Shot blasting is meant to expose the coarse aggregate. The prepared surface must be free of asphalt material, oil, dirt, rubber, curing compounds, paint carbonation, laitance, weak surface mortar, and other potentially detrimental material that may interfere with the bonding or curing of the overlay.
 - c) Remove and repair loosely bonded patches. Thoroughly clean the concrete surface and expansion joints of dust and debris adhering to it by blowing off with moisture and oil-free compressed air. After completion of the initial compressed air removal, blow the surface again to remove any residual dust.
- 5) Mixing PPC.
 - a) Mix PPC in mobile mixers as specified and in accordance with the approved mix design. Use calibration checks on the aggregate, resin, and initiator to verify the mix produces ratios and is placed within the ranges established in the mix design.
 - b) The polyester resin binder in the PPC must be 12 percent plus or minus 1 percent by weight of the dry aggregate.
 - c) Provide a sufficient amount of initiator used in polyester concrete to produce an initial set time between 30 and 90 minutes. The set time can be determined in the field when the in-place PPC overlay cannot be deformed by pressing with a finger, indicating that the resin binder is no longer in a liquid state. If the initial set time is not within 30 to 90 minutes, remove and replace the material at no cost to the Department.
 - d) Accelerators or inhibitors may be required to achieve proper set times and are to be used as recommended by the polyester resin binder system provider and as approved.
 - e) Record the aggregate and resin volumes at no greater than 5-minute intervals along with the date of each recording. Print out the recordings, along with the dimensions of placed PPC overlay, at the end of each work shift.
 - f) Prevent cleaning chemicals from reaching the polyester concrete mix during mixing operations.
- 6) Placement of PPC.
 - a) Do not begin applying the HMWM prime coat and the PPC overlay if rain is expected. The prime coat area must be visibly dry at the time of placement. Immediately before applying the prime coat, blow the receiving surface according to Section D.4.
 - b) The concrete bridge deck surface temperature must be between 40°F and 100°F when the prime coat is applied.
 - c) Apply 1 coat of HMWM resin primer on the prepared concrete surface. Saturate the deck surface with promoted/initiated HMWM and push excess resin primer forward to ensure uniform primer coverage and penetration of the area to receiving the polyester concrete.
 - d) If the primed surface becomes contaminated, remove the contaminated area by abrasive blasting and reprime at no additional cost to the Department.
 - e) Cure the prime coat for at least 15 minutes before placing the PPC overlay.

- f) Cover the HMWM prime coat with the PPC overlay within 2 hours of placing the prime coat. Place PPC before gelling and within 15 minutes following initiation, whichever occurs first. Discard PPC that is not placed within this time.
 - g) If the PPC is not placed over the prime coat within 2 hours, suspend work and propose remedial action.
 - h) Do not allow any HMWM resin primer or PPC to run into drains and expansion joints, or otherwise escape the collection and containment system.
 - i) Isolate and/or blackout expansion joints before placing the overlay as specified or directed.
 - j) The surface temperature of the area receiving the PPC overlay and the relative humidity must be the same as specified for the HMWM prime coat.
 - k) Ensure a minimum 0.75-inch overlay depth. If the overlay thickness at any location on the bridge or approach is expected to be more than 0.75-inch thick, string lines must be used for grade control of the finishing machine.
- 7) Finishing PPC.
- a) Using the Project Manager approved finishing machine, strike off the PPC to the established grade and cross-section and consolidate to the required compaction.
 - b) Ensure that the PPC overlay receives an abrasive sand finish. Apply the sand finish before gelling occurs. Uniformly broadcast at approximately 3 pounds per square yard of sand onto the surface.
 - c) Some areas may require finishing with tools (e.g., termination edges). Follow hand finishing with surface texturing and broadcast sand finish while the overlay is still wet.
 - d) The Project Manager will determine acceptable surface smoothness immediately after the overlay has hardened. Acceptable surface will not vary more than ¼ inch 10 feet from the lower edge of the straightedge and 90 percent of the readings must not exceed 1/8 inch in 10 feet.
 - e) Grind unaccepted surfaces at no additional cost to the Department. Grind surfaces until smoothness requirements are met and according to the following requirements:
 - (1) Grind the specified bridge deck areas in the longitudinal direction. Equip the grinding equipment with diamond-tipped saw blades mounted on a power-driven, self-propelled machine that is specifically designed to texture concrete surfaces.
 - (2) Equip the grinding equipment with a blade spacing that provides grooves as close as possible to match the spacing provided by the texturing comb. Provide grooves that are between 0.10 and 0.15 inches wide.
 - (3) Ensure that the grinding procedure does not damage the existing bridge deck. Rotary milling machines are not allowed.
 - (4) Demonstrate, to the Project Manager's satisfaction, the method and equipment for grinding the PPC overlay are adequate for the intended purpose and provide satisfactory results.
 - (5) Do not commence removal without approval of the grinding equipment. Contain, collect, and dispose of debris generated by the grinding operation.
 - f) Before opening the overlay area to vehicular traffic, power sweep the finished overlay to remove excess or loose aggregate and abrasive sand. To the Project Manager's satisfaction, demonstrate that the power broom equipment cannot damage the finished overlay. Repair any damage to the finished overlay caused by the power broom at no additional cost to the Department.
- 8) Testing PPC. Testing for compressive strength, bond pull-out strength, and relative compaction must be performed by an independent testing company. Test the placed PPC overlay as described below:

Property	Test Method	Requirement
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SPECIAL PROVISIONS

CONTRACT NO. 03826

Bond Pull-out Strength (every 20 CY placed)	ASTM C 1583	250 psi, min or substrate failure whichever occurs first
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a) Cure. Traffic and equipment is not allowed on the PPC overlay for at least 2 hours after finishing and not until the overlay has reached a minimum compressive strength of 3,000 psi as verified by the rebound number in accordance with ASTM C805.

Protect the PPC overlay from moisture until traffic and equipment is allowed. Cure time depends upon the ambient and deck temperatures as well as initiator/accelerator levels.

Remove and replace areas in the polyester concrete that do not fully cure, or that fail to attain the minimum compressive strength as verified by the rebound number in 6 hours with new PPC overlay material, at no additional cost to the Department.

b) Bond Pull-Out Strength. Test 1 location corresponding to each 20 cubic yards of PPC overlay placed during overlay construction. Record the date and location for each 20 cubic yards represented.

c) Remove and Replace. Remove and replace areas in the PPC overlay that correspond to failed test for compressive strength, bond pull-out strength, and relative compaction at no additional cost to the Department.

9) Checking PPC for Bond.

After the requirements for curing have been met, use a chain drag or other appropriate tool or device, in the presence of the Project Manager or their designee, to determine if any unbonded areas exist between the new overlay and the mating concrete surface. Remove and replace PPC in unbonded areas with PPC at no additional cost to the Department.

10) Checking PPC for Thickness.

Minor surface irregularities on the prepared deck surface to receive PPC overlay are expected. The Contractor must ensure a minimum 0.75-inch overlay depth. The Department may perform random checks of PPC overlay thickness. Remove and replace areas found deficient at no additional cost to the Department.

E. Method of Measurement. Furnished overlay material is measured by the actual volume of polyester concrete material complete-in-place and includes the volume of material used for overlay as detailed in the contract plans, as well as patching unsound concrete and deck rehabilitation as directed by the Project Manager. Extra material may be required in areas of unsound concrete where additional milling is required as defined in the Bridge Deck Concrete Milling special provision and as directed by the Project Manager. This additional material is measured for payment. Material required to maintain the existing grade in areas where milling depth exceeds the amount shown on the contract plans and that is not directed by the Project Manager is not measured for payment. Provide to Project Manager documentation showing quantities of PPC produced that are sufficient to calculate volume of material placed.

Overlay placement is measured and paid for as the quantity of final surface finishing. Preparation of the deck surface is measured and paid for as the quantity of deck surface prepared.

Construction and removal of trial applications including concrete base surfaces will not be measured and paid for separately but be included in the work.

F. Basis of Payment. Polyester Polymer Concrete Overlay will be paid at the unit price bid as follows:

Payment will be made under:

Pay Item	Pay Unit
Furnish PPC Overlay	Cubic Yard
Place PPC Overlay	Square Yard
Prepare Deck	Square Yard

Payment for Furnish PPC Material includes all costs required to furnish the polyester concrete material including HMWM primer, freight to the project site, receiving, storage, and disposal of any unused overlay material.

Payment for Place PPC Overlay will be full compensation for all labor, equipment, and all incidentals necessary to complete the overlay placement, including construction and removal of trial applications.

Payment for Prepare Deck includes all costs associated with preparation of the deck in accordance with this Special Provision.

29. UTILITY INVOLVEMENT AND COORDINATION

Coordinate construction activities near existing utilities with the Project Manager, District Utility Agent, and affected utility companies. Protect in place. Use extreme caution when working near, above, or below existing power, gas, water, sanitary sewer and telephone utilities.

Contact the District Utility Agent two weeks in advance of construction activities within two feet of buried facilities or with facilities attached to a bridge to coordinate construction activities and work place safety.

Dana Stevens
District Utility Agent
85 5th Avenue East North / PO Box 7308
Kalispell, MT 59903-0308
406-751-2043

Additional compensation for delays and work required to avoid existing and relocated utilities will not be considered.

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

A. Description. Furnish, install, maintain, and remove 6 portable variable message boards (VMS).

B. General.

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

Location	Description
HWY 2 - MP 45.5 WB, MP 35.7 WB, MP 29.8 EB, MP 13.0 EB	
HWY 37 – MP 0.9 SB	
HWY 56 – MP 34.1 NB	

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

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

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

5) Furnish VMS that meet MUTCD requirements.

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

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

SPECIAL PROVISIONS

CONTRACT NO. 03826

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

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

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

31. WIDE LOAD RESTRICTIONS [618] (ADDED 02-05-26 M)

Coordinate with the Project Manager for location and placement of the wide load restriction signs.

Furnish and install signs shown on the following detail, meeting the requirements of Detailed Drawing 618.01.

- 1) Route will specify the route number
- 2) Dir will specify the direction of the construction.
- 3) Mp will specify the milepost(s) of the work

Remove signs within 24 hours of removing the wide load restriction.



Sign information, if known:

10' Width Restriction
US 2 MP 7- MP 45
S-567 MP 7- MP 8
"Info on 511MT.net"

Sign Location	Location Description
S-567	MP 0.1 WB, MP 12 EB
HWY 200	MP 10.3 EB, MP 10.5 WB
HWY 37	MP 1.5 SB
HWY 2	MP 0 EB, MP 19.2 WB

Wide load restriction signs will be measured and paid for as a Single Use Sign (SQFT).
Cover the sign during winter suspension, if necessary.

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

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

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

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

B. Maintenance of Traffic. Utilize signals to control alternating one lane two-way traffic at structures 05007 Lake Creek, 05012 Libby Creek, and 06932 Pipe Creek. The overall number of signals necessary will be determined by the contractor's schedule and sequence of operations.

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

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

D. Basis of Payment. Traffic actuated temporary signals will be paid under the bid item of Traffic Actuated Temporary Signals-Lump Sum.

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

33. RESET SIGNS, DELINEATORS AND REFERENCE POSTS

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

B. Construction Requirements. Reset signs, delineators and reference posts that are in conflict with new work. Repair any damage to these items resulting from construction operations to the satisfaction of the Project Manager.

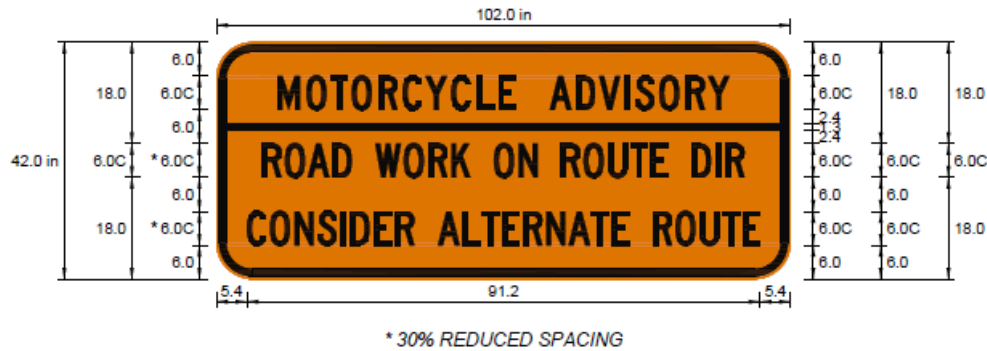
C. Basis of Payment. Resetting signs, delineators and reference posts, and the repair of construction related damage to these items, is not paid for separately, but is included in the unit price bid for other items in the contract.

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

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

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

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



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

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

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

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

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

Pay Item	Pay Unit
Motorcycle Advisory Signs	Each

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

Race, color, religion, national origin, sex, age, disability, and genetic information.

State protected classes

Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

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

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

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

- iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

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

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.
- b. By signing this agreement the PARTY assures that:
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:

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

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

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it

or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination 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 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

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

STANDARD PROVISIONS INDEX

<u>FEDERAL AID PROJECTS</u>	<u>CONTAINS</u>
Federal Wage Rates (Rev. 6-04-2026)	8 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: MT 20260080 06042026

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

1	01/30/2026
2	05/18/2026
3	06/04/2026

SAMT2025-001 01/11/2025

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 43.78	17.07
Millwright.....	\$ 49.79	20.79
CEMENT MASON/CONCRETE FINISHER...\$ 44.98 20.50		
DIVER		
Diver Tender.....	\$ 59.66	20.22
Diving.....	\$ 121.53	20.22
Standy-By.....	\$ 60.76	20.22

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.....\$ 48.31 22.00

All Areas

IRONWORKER

Reinforcing Iron and Rebar Workers.....\$ 42.70 28.92

Structural Iron and Steel Workers.....\$ 38.31 27.91

LABORER

Group 1.....\$ 30.48 13.60

Group 2.....\$ 33.96 13.60

Group 3.....\$ 34.21 13.60

Group 4.....\$ 35.33 13.60

GROUP 1: Flag Person for Traffic Control

GROUP 2: General Labor; Asbestos Removal; 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 Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman: Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker

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

GROUP 4: Hod Carrier; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High- Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

LINE CONSTRUCTION

Equipment Operator.....\$ 55.14 23.37

Groundman.....\$ 37.43 21.85

Lineman.....\$ 62.60 24.46

PAINTER.....	\$ 39.60	14.12
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PILE BUCKS.....	\$ 43.78	17.07
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POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 35.72	14.05
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Group 2.....	\$ 38.00	14.05
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Group 3.....	\$ 39.27	14.05
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Group 4.....	\$ 40.60	14.05
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Group 5.....	\$ 41.85	14.05
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Group 6.....	\$ 43.20	14.05
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Group 7.....	\$ 46.15	14.05
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GROUP 1: Air Compressor; Auto Fine Graders; Belt Finishing; 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 up to and including 3 CU Yard; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine Large; Broom, Self-Propelled; Concrete Travel Batch; 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; Hydra lift Forklifts & 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 Haul Truck, Articulating Trucks, Vac Truck

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

GROUP 5: Cranes, 45 Tons up to and incl. 74 Tons

GROUP 6: Cranes, 75 Tons up to and incl. 149 Tons; Crane, Whirley (All)

GROUP 7: Cranes, 150 Tons up to and incl. 250 Tons; Cranes, over 250 tons-add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist

TRUCK DRIVER

Group 1.....\$ 31.03 13.83

Group 2.....\$ 39.31 13.83

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded.

If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010

01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier. ?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

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

davisbaconinfo@dol.gov or

by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to:

BCWD-Office@dol.gov or

by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to:

dba.reconsideration@dol.gov or

by mail to:

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

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

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.

=====

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:

WORK SITE LOCATION:

Company

Town

By: _____
Name

State

Title

Project #

Date

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS**EEO AFFIRMATIVE ACTION REQUIREMENTS ON FEDERAL & FEDERAL-AID CONSTRUCTION CONTRACTS**

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

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

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

GOALS FOR FEMALE PARTICIPATION (statewide) 6.9%

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE**Economic Areas:**

152	Non-SMSA (Standard Metropolitan Statistical Area) Counties Daniels, Richland, Roosevelt, Sheridan	4.4%
153	Great Falls, MT SMSA Counties 3040 Great Falls, MT Cascade	3.2%
	Non-SMSA Counties Blaine, Broadwater, Chouteau, Fergus, Glacier, Hill, Jefferson, Judith Basin, Lewis & Clark, Liberty, Meagher, Petroleum, Phillips, Pondera, Teton, Toole, Valley, Wheatland	4.1%
154	Missoula, MT Non-SMSA Counties Beaverhead, Deer Lodge, Flathead, Granite, Lake, Lincoln, Madison, Mineral, Missoula, Powell, Ravalli, Sanders, Silver Bow	2.7%
155	Billings, MT SMSA Counties 0880 Billings, MT Yellowstone	3.3%
	Non-SMSA Counties 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	3.3%

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.