

**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 October 22, 2026. All bids will then be publicly opened, reviewed for correctness, and then publicly read.

Federal Aid Project(s):

STPP 6-1(188)0
STPP 6-1(182)2

Sanders County Pave Pres
MT-200 Slide Repairs – Heron

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.11R26
KH:ST:10686000ADV

SPECIAL PROVISIONS

CONTRACT NO. 11R26

**MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS**

CONTRACT ID: 11R26

PROJECT: STPP 6-1(188)0 10686188000 SANDERS COUNTY PAVE PRES
STPP 6-1(182)2 10396182000 MT-200 SLIDE REPAIRS - HERON

SECTION: 0001 - DIGOUTS & DRAINAGE IMPROVEMENTS

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0010	104030010	MISCELLANEOUS WORK	UNIT	20,000.00
0020	108000010	STRUCTURE ANALYSIS	LS	1.00
0030	109200005	MOBILIZATION	LS	1.00
0040	201130005	CLEARING AND GRUBBING	ACRE	0.70
0050	203020100	EXCAVATION-UNCLASSIFIED	CUYD	3,930.00
0060	203020310	SPECIAL BORROW-NEAT LINE	CUYD	180.00
0070	203080100	TOPSOIL-SALVAGING AND PLACING	CUYD	405.00
0080	208010000	BMP ADMINISTRATION-LS	LS	1.00
0090	208010005	PAR BMP ADMINISTRATION-LS	LS	1.00
0100	208010015	AQUATIC RESOURCE MONITOR	LS	1.00
0110	208010200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0120	301020340	CRUSHED AGGREGATE COURSE	CUYD	2,763.00
0130	301020416	SHOULDER GRAVEL	CUYD	25.00
0140	301020450	SPECIAL BACKFILL	CUYD	9.00
0150	301020625	AGGREGATE TREATMENT	SQYD	2,516.00
0160	401020162	COMMERCIAL MIX-1/2 IN-PG 58V-34	TON	5,384.00
0170	402020315	EMULSIFIED ASPHALT-TACK COAT	GAL	2,272.00
0180	402020320	EMULSIFIED ASPHALT-FOG SEAL	GAL	46,689.00
0190	402020375	EMULSIFIED ASPHALT CHFRS-2P	TON	1,126.40
0200	403010255	CRACK SEALING	LB	74,631.00
0210	403010257	CRACK FILLING-MASTIC	LB	258,657.00
0220	409000010	COVER-TYPE 1	SQYD	628,526.00
0230	411010000	COLD MILLING	SQYD	39,336.00
0240	411011125	CENTERLINE RUMBLE STRIPS-TYPE 2	MILE	0.70
0250	411011145	SINUSOIDAL RUMBLE STRIPS	MILE	1.70
0260	552010160	BRIDGE DECK CRACK SEAL	SQYD	1,673.00
0270	561010525	EXPANSION JOINT-PRECOMPRESSED	LNFT	66.70
0280	562000020	CLASS A BRIDGE DECK REPAIR	SQYD	17.30
0290	562000030	CLASS B BRIDGE DECK REPAIR	SQYD	6.00
0300	603000050	GRANULAR BEDDING MATERIAL	CUYD	67.00

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PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0310	603010020	FILL AND ABANDON PIPE	CUYD	7.00
0320	603010040	DRAINAGE PIPE 18 IN	LNFT	164.00
0330	603010048	DRAINAGE PIPE 24 IN	LNFT	74.00
0340	603012530	RCP 18 IN	LNFT	58.00
0350	603013420	PIPE-CORR POLYETHYLENE 15 IN	LNFT	266.00
0360	603587020	REMOVE PIPE CULVERT	LNFT	238.00
0370	605000050	RESET CONCRETE BARRIER RAIL	EACH	31.00
0380	606010190	GUARDRAIL-STL/BR APPR-TY 2	EACH	2.00
0390	606010337	MGS GUARDRAIL/LONG POSTS	LNFT	350.00
0400	606010370	RESET GUARDRAIL	LNFT	87.50
0410	606010385	REMOVE GUARDRAIL	LNFT	534.40
0420	606011300	RESET OPTIONAL TERMINAL SECT	EACH	1.00
0430	606011503	RESET TEMP IMPACT ATTENUATOR	EACH	6.00
0440	606011518	TEMPORARY IMPACT ATTENUATOR	EACH	6.00
0450	609010121	CURB-SPECIAL DESIGN	LNFT	160.00
0460	610100101	SEEDING AREA NO 1	ACRE	0.10
0470	610100102	SEEDING AREA NO 2	ACRE	0.20
0480	610100103	SEEDING AREA NO 3	ACRE	0.40
0490	610100326	FERTILIZING AREA NO 1	ACRE	0.10
0500	610100327	FERTILIZING AREA NO 2	ACRE	0.20
0510	610100480	TURF REINF MAT-SYNTHETIC FIBER	SQYD	111.00
0520	610100561	EROSION CONTROL BLANKET-LONG-TERM	SQYD	1,881.00
0530	610220050	MULCH-COMPOST	ACRE	0.20
0540	613300105	PLANT MIX DITCH	LNFT	410.00
0550	618030005	TRAFFIC CONTROL DEVICES CB	UNIT	350,000.00
0560	618100000	SINGLE USE SIGNS	SQFT	566.00
0570	618100001	MOTORCYCLE ADVISORY SIGN	EACH	6.00
0580	618100005	PORTABLE VARIABLE MESSAGE SIGN	EACH	3.00
0590	618100007	TRAFFIC ACTUATED TEMPORARY SIGNALS	DAY	60.00
0600	618190100	TEMPORARY BARRIER RAIL	LNFT	1,330.00
0610	618190110	RESET TEMP BARRIER RAIL	LNFT	1,330.00
0620	620011105	WORDS AND SYMBOLS-WHITE PAINT	GAL	2.00
0630	620011260	WORDS AND SYMBOLS-WHITE EPOXY	GAL	2.00
0640	620012955	TEMPORARY STRIPING	LNFT	25,160.00
0650	620013000	STRIPING-WHITE PAINT	GAL	1,451.00
0660	620013960	STRIPING-WHITE EPOXY	GAL	1,817.00

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SECTION: 0001 - DIGOUTS & DRAINAGE IMPROVEMENTS

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0670	620014000	STRIPING-YELLOW PAINT	GAL	1,052.00
0680	620014960	STRIPING-YELLOW EPOXY	GAL	1,315.00
0690	622010075	GEOGRID - BIAXIAL	SQYD	11,387.00
0700	622010082	GEOGRID - UNIAXIAL	SQYD	770.00
0710	622011022	SUBSURFACE DRAIN FILTER-HIGH SURV	SQYD	205.00
0720	622011047	GEOSYNTHETIC CLAY LINER	SQYD	1,380.00
0730	622011084	GEOTEXTILE STABILIZATION	SQYD	2,847.00
0740	623000180	MAILBOX-LARGE	EACH	1.00

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SECTION II

Nondiscrimination Notice
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Standard Provisions & Requirements

SPECIAL PROVISIONS
FEDERAL AID PROJECT NO(S). STPP 6-1(188)0 & STPP 6-1(182)2
 (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]

STPP 6-1(188)0: The project Sanders County Pave Pres will perform the following work: Full width crack seal, mastic crack filling, seal and cover, fog seal, and pavement markings on MT-200 (P-6) from reference post 0.0 to 10.5. Other work will include cold milling, PMS overlay, and Type II centerline rumble strips from reference post 3.13 to 3.68. The mill/fill area will not receive a crack seal.

Full width crack seal, mastic crack filling, seal and cover, fog seal, and pavement markings on MT-56 (P-56) from reference post 0.0 to 16.5. Other work will include cold milling, PMS overlay, and sinusoidal centerline rumble strips from reference post 5.10 to 6.80. The mill/fill area will not receive a crack seal. Minor bridge work will be included on the MDT Structure ID 05944 bridge, and a chip seal and fog seal on the MDT ID 05945 paved bridge. Full width crack seal, mastic crack filling, seal and cover, fog seal, and pavement markings on MT-135 (P-35) from reference post 11.1 to 21.5. Minor bridge work will be included on the MDT Structure ID 05767 bridge.

All paved pullouts will receive a chip seal and fog seal on MT-200 and MT-56.

STPP 6-1(182)2: The MT-200 Slide Repairs – Heron project is located in Sanders County on Route MT-200 (P-6). The Heron Slides section (Sites 1-3) is located from RP 3.2-3.7, and the Noxon Slides section (Site 4) is located from RP 5.4-5.5.

The project will address landslides along MT-200 near Heron by improving drainage and stabilizing road/slopes. The Heron Slides section will include ditch re-grading and lining, ditch

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paving, curbing, subsurface drain, other drainage upgrades, and slope stabilization items. The Noxon Slides section will include a roadway excavation and replacement with reinforced engineered material, centerline rumble strips and striping.

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

The work begins on the effective date stated in the Notice to Proceed (NTP) and is to be completed in 70 Working Days. The NTP will be issued with an effective date of July 26, 2027.

3. CONSULTANT ENGINEERING AND INSPECTION (CEI) ADMINISTERED PROJECTS

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

4. SEQUENCE OF OPERATIONS [STPP 6-1(182)2]

A. Sequence of Operations – In addition to the requirements of Section 104.05, Maintenance of the Work and Section 108.04, Limitation of Operations, schedule operations in the sequences outlined below to provide the least amount of inconvenience practicable to the traveling public and follows other special provisions indicated elsewhere in the contract.

B. Construction Requirements.

1) Single lane closures will be allowed, with single lane alternating two-way traffic, except as noted elsewhere in the contract or standard specifications.

a) Some of the ditch work can be constructed using shoulder closures only, at the discretion of the Project Manager.

2) No detours are allowed.

3) Provide access to adjacent properties at all times.

4) Provide access to emergency vehicles at all times.

5) At site 4, phase the subgrade reinforcement in two phases, using temporary barrier rail and temporary impact attenuators between the work and live traffic, as shown in the plans. Provide a minimum of 11 foot lane widths (clear of channelization devices). If narrower lane widths are required due to existing limitations due to site conditions, Project Manager approval is required.

6) Coordinate construction sequencing to ensure that bicyclists are provided safe access on Montana Highway 200 during the construction of this project. The project location is on a heavily used, nationally published bicycle route.

7) Seal and cover, and fog seal work must be completed in 2027.

5. 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)

6. 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](#)

7. SOIL BORING INFORMATION [102] (REVISED 1-16-14) [STPP 6-1(182)2]

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

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

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

Soil, rock, and groundwater conditions shown on the logs of boring apply only at the specific boring locations and at the time the borings were made. They are not warranted to be representative of subsurface conditions at other locations or times. Groundwater conditions commonly vary seasonally and from that encountered during drilling. Determination of a material's classification is based in part on judgment and opinion. The Department assumes no responsibility for any variation or misinterpretation of the classification of materials.

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

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

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

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

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

10. 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.

11. CONSTRUCTION EQUIPMENT ON STRUCTURES [107] (REVISED 9-21-23) [STPP 6-1(188)0]

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.

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

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

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

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

The following consultants performed work on the project.

- Great West Engineering

14. RAILROAD COORDINATION AND FLAGGING [107] (REVISED 04-25-24 M) [STPP 6-1(188)0]

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

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

Railroad Information:	
RR DOT#	090969G
RR Mile Post	210.43
RR Subdivision	MRL 4th Sub
RR Line Segment	East Missoula to Sandpoint
Cost of Work on RR RW	\$15,000

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

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

15. 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.

16. EAGLE PROTECTION AND CONSERVATION [107]

A. Description. This provision specifies requirements to avoid and minimize impacts to bald and golden eagles which are state sensitive species and receive federal protections pursuant to the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. There

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are documented active bald eagle nests within 0.5-mile of construction activities throughout the project area.

B. Construction Requirements.

1) Do not perform blasting, staging, storage activity, gravel crushing, hot plant, borrow sources, or any other high-intensity activity within 0.5-mile of the approximate nest locations from February 1 to August 15, inside or outside the ROW. 0.5-mile buffers are listed below.

- a) MT-200 – RP 2.8 to 3.9
- b) MT-56 – RP 13.6 to 14.6
- c) MT-135 – RP 17.9 to 19.1

2) Do not perform any earth-moving or milling construction activity or operate heavy equipment (including but not limited to milling, grinding, excavation, etc.) for the purpose of grading, excavating, milling or other major ground disturbance within 0.25-mile of the approximate nest locations from February 1 to July 1, inside or outside the ROW. 0.25-mile buffers are listed below.

- a) MT-200 – RP 3.1 to 3.7
- b) MT-56 – RP 13.9 to 14.3
- c) MT-135 – RP 18.2 to 18.8

3) Haul trucks and low-intensity construction activities confined to the existing roadway pavement are excepted from these restrictions by approval of the Project Manager.

4) Notify the Project Manager of observed animal carcasses within any of the 0.5-mile buffers listed in Section B.1. to have the carcasses promptly removed from near the roadway and disposed of properly to reduce the chance of eagles being attracted to the roadside environment.

5) Multiple other eagle nests occur beyond 0.5-mile of the project limits and are not identified above. It is the contractor's responsibility to ensure all project-related operations comply with Bald and Golden Eagle Act regulations.

6) Contact the EPM for coordination with the District Biologist with questions or further guidance regarding the conditions of this special provision.

C. Basis of Payment. Consider all costs associated with this provision incidental to the construction. Include the cost in the cost of other items.

17. 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

18. 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. Multiple identified aquatic resources are documented bull trout occupied streams and are designated bull trout critical habitat within the project area. Impacts to aquatic resources may result in violation of the Endangered Species Act. The following approximate location(s) have been identified as apparent aquatic resources in the project limits:

- 1) MT-200 Section:

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- a) RP 3.45 to RP 3.51 – spring on northbound lane pullout and wetlands on both sides.
- b) RP 3.60 to RP 3.70 – wetlands on both sides surrounding Dead Horse Creek.
- c) RP 5.00 to 5.10 – wetlands along southbound lane and pullout.
- d) RP 5.97 to 6.10 – wetlands along southbound lane surrounding unnamed drainage.
- e) RP 6.20 – wetlands on both sides surrounding Big Eddy Creek.
- f) RP 6.50 to RP 6.87 – wetlands along southbound lane.
- g) RP 6.80 to RP 6.86 – wetlands along northbound lane.
- h) RP 7.15 to RP 7.30 – wetlands along southbound lane.
- i) RP 7.31 to RP 7.48 – wetlands along southbound lane.
- j) RP 7.48 to RP 8.11 – bank of Cabinet Gorge Reservoir.
- k) RP 8.10 – wetlands on both sides surrounding Blacktail Creek.
- l) RP 9.0 to RP 9.10 – wetlands along the northbound lane.
- m) RP 9.13 to RP 9.40 – wetlands along the southbound lane.
- n) RP 9.20 to RP 9.30 – wetlands along the northbound lane.
- 2) MT-56 Section:
 - a) RP 1.20 to RP 1.26 – wetlands associated with the Bull River along the northbound lane.
 - b) RP 2.50 to RP 2.66 – wetlands and bank of the Bull River along the northbound lane.
 - c) RP 3.66 to RP 4.3 – wetlands and bank of the Bull River along the northbound lane.
 - d) RP 3.70 to RP 4.10 – wetlands along the southbound lane.
 - e) RP 4.20 to RP 4.30 – wetlands associated with the Bull River along the northbound lane.
 - f) RP 7.70 to RP 7.95 – wetlands associated with the Bull River both sides.
 - g) RP 10.07 to RP 11.63 – wetlands and bank of the Bull River along the southbound lane.
 - h) RP 12.30 to RP 12.33 – wetlands on both sides surrounding the Bull River.
 - i) RP 12.77 to RP 13.10 – wetlands along the northbound lane.
 - j) RP 12.80 to RP 12.83 – wetlands and bank of the Bull River along the northbound lane.
 - k) RP 13.40 to 13.87 – wetlands and bank of the Bull River along the northbound lane.
 - l) RP 13.97 to RP 14.00 – wetlands along the southbound lane.
 - m) RP 13.97 to RP 14.12 – wetlands along the northbound lane.
 - n) RP 14.13 to RP 14.92 – wetlands along the northbound lane.
 - o) RP 14.93 to RP 15.00 – wetlands along the northbound lane.
 - p) RP 15.10 to RP 15.14 – wetlands along the northbound lane.
 - q) RP 15.32 to RP 15.65 – wetlands along the northbound lane.
 - r) RP 15.80 to RP 15.83 – wetlands and bank of South Fork Bull River along the northbound lane.
 - s) RP 16.00 to RP 16.28 – wetlands along both sides.
- 3) MT-135 Section:
 - a) RP 11.1 to RP 11.31 – bank of the Clark Fork River along the southbound lane.
 - b) RP 12.40 to 12.60 – wetlands along the southbound lane.
 - c) RP 13.47 to RP 14.17 – wetlands and bank of the Clark Fork River along the northbound lane.
 - d) RP 15.00 to RP 15.60 – wetlands and bank of the Clark Fork River along the northbound lane.
 - e) RP 15.75 to RP 16.18 – bank of the Clark Fork River along the northbound lane.

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- f) RP 16.46 – wetlands surrounding Cascade Creek along the southbound lane.
- g) RP 16.62 to RP 17.46 – wetlands and bank of the Clark Fork River along the northbound lane.
- h) RP 17.99 to 18.03 – wetlands surrounding Siegel Creek along the southbound lane.
- i) RP 18.08 to RP 18.40 – bank of the Clark Fork River along the northbound lane.
- j) RP 18.81 to RP 19.00 – wetlands surrounding Wallace Creek on both sides.
- k) RP 19.05 to RP 19.23 – wetlands and bank of the Clark Fork River along the northbound lane.
- l) RP 19.53 to RP 19.73 – wetlands along the southbound lane.
- m) RP 19.73 to RP 20.60 – wetlands bank of the Clark Fork River along the northbound lane.
- n) RP 20.80 to RP 20.95 – wetlands along the southbound lane.
- 4) Additional aquatic resources may be present within the project limits. Coordinate with the Project Manager to identify these areas in the field.
- B. Construction. Unless otherwise permitted, materials are prohibited from placement in aquatic resources. Impacts to aquatic resources that have not been permitted or authorized and associated consequences are the responsibility of the Contractor.
 - 1) Conduct work in a manner that avoids impacts to aquatic resources. Prevent unpermitted materials from entering aquatic resources.
 - 2) Submit an Aquatic Resource Protection Plan to the Project Manager and DEES detailing the BMPs or alternate methods proposed for each location a minimum of 10 business days prior to start of work. Modification(s) to the Contractor's aquatic resource protection plan or BMPs requires approval from the Project Manager. 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 and/or chips. 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. Consider all costs associated with this provision incidental to the construction. Include the cost in the cost of other items.

19. CONSERVATION AND COORDINATION MEASURES FOR BULL TROUT

- A. Description. Bull trout, a threatened species protected under the Endangered Species Act, are documented to use multiple aquatic resources throughout the project area, which are also designated critical habitat for bull trout. Contact the Project Manager for coordination with the District Biologist if you have any questions regarding this authorization.
 - 1) Stop work and immediately notify the MDT Project Manager if any material enters an aquatic resource listed above as bull trout occupied streams or bull trout critical habitat. Non-compliance will be documented and reported to the U. S. Fish and Wildlife Service (USFWS). The Project Manager will direct the resumption of work only after the non-compliance is resolved.

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

20. 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.

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

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

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

21. 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.

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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.

22. RIDE SPECIFICATION CATEGORIES (MULTIPLE) [401] (REVISED 3-19-26 M)

This project has multiple ride categories. See the table below.

RIDE CATEGORIES

STATION		CATEGORY
BEGINNING	ENDING	
MT-200 Limits	MT-200 Limits	I
MT-56 Limits	MT-56 Limits	I

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

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

B. Section 404 CWA Nationwide Permit 14 Description. The permanent features of this project are authorized under US Army Corps of Engineers Nationwide Permit 14 (Army Corps File Number NWO-2026-00974-MT).

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

a) Installation of an underdrain, related drainage improvements, and an associated permanent wetland impact of 0.036 Acres. (STA 51+00 to STA 53+67) Section 21, Township 27 N, and Range 34 W. Latitude 48.081069, Longitude -115.975425.

2) This authorization is valid until March 15, 2031.

3) Obtain the 2026 Nationwide Permit 14 Fact Sheet that fully describes the Nationwide Permit 14 and lists the General Conditions that must be adhered to for this authorization to remain valid. Adhere to the General Conditions.

C. Section 404 CWA Nationwide Permit 33 Description. Obtain authorization for the temporary features of this project (e.g. work bridges, work pads, cofferdams, diversions, etc.) under US Army Corps of Engineers Nationwide Permit 33 – Temporary Construction, Access, and Dewatering. Pre-construction notification may be required. Review 2026 Nationwide Permit 33 Fact Sheet and 2026 Nationwide Permits Regional Conditions Omaha District - State of Montana and determine if pre-construction notification is required.

1) Pre-construction notification required.

a) Prepare a 404 permit application for Department review utilizing the US Army Corps of Engineers' Regulatory Request System (RRS) <https://rrs.usace.army.mil/rrs/>.

b) Designate the Contractor as the Owner and the Department as the Applicant. Use MDTUSACEdataManager@mt.gov as the Applicant email. Assign the District Environmental Engineering Specialist read/write access to the request.

c) Complete all applicable RRS fields and upload required attachments, including but not limited to the joint application form, highlighted plans, Biological Resources Report,

Aquatic Resources Form, ESA/Section 7 documentation, Section 106 cultural resources documentation, and cover letter.

d) Once a complete submittal has been created, designate the District Environmental Engineering Specialist (DEES) as the Owner. Notify the DEES that the application is ready for review. The Department is not responsible for delays caused by incomplete or inaccurate submittals by the Contractor.

e) Do not begin work on temporary facilities in waters of the United States until MDT has submitted the RRS request to USACE and written confirmation of Section 404 authorization or NWP verification has been provided by the Project Manager

2) Pre-construction notification not required.

a) Prepare and submit a "No Pre-construction Notification Required" request using the U.S. Army Corps of Engineers' Regulatory Request System (RRS). The RRS submittal must include a description of all Contractor-planned temporary facilities and a restoration plan

b) Provide the Department with a copy of the RRS submittal and Department of Army Letter, including the restoration plan. Allow 5 working days for the Project Manager to review the submittal, letter and restoration plan.

c) For temporary discharges authorized under Nationwide Permit 33 without pre-construction notification, the authorization is valid until March 14, 2031.

3) Obtain the 2026 Nationwide Permit 33 Fact Sheet that fully describes the Nationwide Permit 33 and lists the General Conditions that must be adhered to for this authorization to remain valid.

D. CWA Section 404 Regional Conditions. Obtain and adhere to the 2026 Nationwide Permits Regional Conditions, Omaha District, State of Montana, Effective January 8, 2026, that also apply to this project and must be adhered to for these authorizations to remain valid.

E. CWA Section 401 Water Quality Certification is granted for Nationwide Permits 14 and 33 by the Montana Department of Environmental Quality (DEQ), provided that certain general and special conditions are met.

1) Obtain the water quality certification requirements issued by DEQ on December 15, 2025. Adhere to those general and special conditions.

F. Copies of the 2026 Nationwide Permit Fact Sheets for Nationwide Permits 14 and 33, the 2026 Nationwide Permit Regional Conditions for the State of Montana, and DEQ's 401 Water Quality Certification requirements for the 2026 Nationwide Permits are available upon request from Environmental Services or on the web at <http://www.mdt.mt.gov/business/contracting/environmental/cwa.shtml>.

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

24. BRIDGE DEMOLITION NOTIFICATION / ASBESTOS INSPECTION [STPP 6-1(188)0]

A. Description. Prior to demolition of structures in Montana, including highway bridges, a notification form including an asbestos inspection 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>. Direct questions regarding this special to the construction Project Manager (PM).

B. Materials. Reserved

C. Construction. An inspection of Bridge 05767 has been conducted in the planning stage of the project, including a review of as-built drawings, photos of 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 PM. No inspection was completed for Bridges

05944 and 05945. A Google street view reconnaissance was completed for these bridges, and no expansion joint material appeared to be accessible or present.

1) Retain a qualified individual holding a current and valid DEQ-accreditation for asbestos inspection work for bridges 05944 and 05945. Inspect structure expansion joint and any other potentially impacted material to identify any potential asbestos-containing-materials (ACM). Sample materials deemed suspect and submit to an accredited laboratory for analysis. Remove any ACM, as necessary, under the direction of a DEQ-accredited Project Contractor/Supervisor during demolition of the bridge and after all submittals are accepted. Dispose of the asbestos containing waste at a licensed disposal facility accepting such waste.

2) Submit the completed Demolition Notification Form to DEQ and the project PM at least 30 days prior to commencement of any bridge demolition activities.

3) Provide a copy of the notification acknowledgement to the PM upon receipt from the DEQ.

D. Measurement and Payment. Measurement and payment for the notification is included in other items.

25. EXPANSION JOINT – PRECOMPRESSED [707] (ADDED 10-08-20) [STPP 6-1(188)0]

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 ½-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.

26. MASTIC [403] (ADDED 6-25-26) [STPP 6-1(188)0]

Mastic Type 1 or Type 2 is an acceptable substitution for Mastic Type 3.

27. EXISTING DITCH LINER – SITE 4 [STPP 6-1(182)2]

A. Description. An existing ditch liner (impermeable membrane) and an underdrain is in place within the limits of the Excavation along MT-200 in the ditch project left, from station 143+00 to 150+00. The liner and underdrain was installed with as-built project F 6-1(25)6. The underdrain is well below ground and should not be impacted. If liner is impacted during construction operations, replace impacted liner with this project.

B. Materials.

C. Impermeable Membrane. Provide impermeable membrane ditch liner equivalent or better to the existing damaged membrane.

1) Cover Material. Provide 4 inches of topsoil on top of 8 inches of embankment material.

D. Construction. Install impacted membrane meeting the requirements of the original as-builts, with a height of 1.5 feet above the ditch bottom, and 0.5' of embankment over the liner, followed by topsoil placement.

E. Method of Measurement. Measurement for replacement of ditch liner is full compensation for all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the Contract and as directed by the Project Manager.

F. Basis of Payment. Payment for replacement of ditch liner will be made in accordance with Subsection 109.04.

28. DEWATERING [STPP 6-1(182)2]

A. Description. Groundwater may be encountered when excavating for box culverts, pipes, and other drainage structures. Review the project irrigation practices, surface

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water conditions, and soil boring logs and make appropriate provisions for groundwater and necessary dewatering. Project borings indicate that groundwater may be encountered at shallow depths. However, groundwater levels can fluctuate yearly, seasonally, during precipitation events, or due to other factors. All excavations that encounter groundwater need to be dewatered properly and kept dry at all times.

B. Submittals. Prior to starting excavation for any box culvert, pipes, or other drainage structure, submit a dewatering plan to the Project Manager. The dewatering plan must include the number, size, and proposed location of pumps and sumps that will be used to dewater the excavation as well as copies of all applicable permits. Allow 10 working days for the Project Manager to review the dewatering plan.

C. Construction. When groundwater is encountered in excavations provide dewatering methods that will allow placement and compaction of backfill. Dewater the excavation to maintain conditions that allow for proper compaction of foundation materials and bedding in accordance with the requirements of the Contract. Do not allow the excavation to fill with surface water or groundwater at any time.

D. Method of Measurement and Basis of Payment. Include all costs associated with dewatering in the unit cost of the associated construction item.

29. GEOSYNTHETIC CLAY LINER [STPP 6-1(182)2]

A. Description. This work consists of constructing geosynthetic clay liner (GCL) lined ditches as detailed in the plans, or as directed by the Project Manager.

B. GCL Submittals. At the preconstruction conference, submit the following to the Project Manager for review:

- 1) A conceptual description of the proposed plan for placement of the GCL panels over the area(s) of installation.
- 2) The Manufacturer's installation instructions and the name, address, and phone number of the manufacturer's field representative.
- 3) Manufacturer's historical seam test data from an independent laboratory showing that the seam flow for the GCL with a grooved cut in one of the non-geotextiles is less than $1 \times 10^{-8} \text{ m}^3/\text{m}^2/\text{s}$ at 2 psi hydraulic pressure.

4) A representative sample of the GCL.

C. Materials.

1) All materials provided must meet the requirements of the Build America Buy America (BABA) special provision as applicable.

2) Geosynthetic Clay Liner. Provide impervious GCL consisting of a layer of natural sodium bentonite clay encapsulated between two geotextiles, which are needle-punched together. Provide GCL material meeting the following physical requirements and free of tears, holes or other defects.

GCL Property	ASTM Test Method	Test Frequency	Required Value
Bentonite Swell Index	D-5890	1 per 50 tons	24 mL/2 g min.
Bentonite Fluid Loss	D-5891	1 per 50 tons	18 mL max.
Bentonite Mass/Area ¹	D-5993	40,000 ft ²	0.75 lb/ft ² min.
GCL Tensile Strength ²	D-6768	200,000 ft ²	30 lbs/in min
GCL Peel Strength	D-6496	40,000 ft ²	3.5 lbs/in min
GCL Hydraulic Conductivity	D-5887	Weekly	$5 \times 10^{-9} \text{ cm/sec}$ max
GCL Hydrated Internal Shear Strength ³	D-5321 D-6243	Periodic	500 psf

Notes:

1. At 0 percent moisture content.

2. Testing is performed in the machine direction in accordance with ASTM D 6768. Results are reported as minimum average roll values (MARV) unless otherwise indicated.

3. Peak values measured at 10 kPa (200 psf) normal stress for a specimen hydrated for 48 hours.

a) Furnish a GCL with a 6-inch overlap guideline imprinted on both edges in highly visible non-toxic ink on the upper geotextile component of the GCL as a means to provide quality assurance of the overlap dimension.

b) The minimum acceptable dimension of full-size GCL panels is 150 feet in length. Short rolls, those manufactured to a length greater than 70 feet, but less than a full-length roll, may be supplied at a rate of no greater than 3 per truckload or 3 rolls every 4,200 square yards, whichever is less.

3) Cover Material. Provide 4 inches of topsoil on top of 8 inches of embankment material.

D. Construction.

1) GCL Delivery, Storage, and Handling. Deliver, store and handle GCL in accordance with the Manufacturer's recommendations. Notify the Project Manager a minimum of 24 hours before unloading the GCL. Package GCL rolls in an opaque, waterproof, protective coating barrier and wrapped around a central core. Repair any tears to restore a waterproof protective barrier around the GCL. Unload the GCL rolls from the delivery vehicles in a manner that prevents damage to the GCL and packaging.

2) Field store GCL rolls in flat dry areas where water cannot accumulate and the GCL is protected from damage.

a) Storage of GCL rolls on blocks or pallets is not allowed unless the GCL rolls are fully supported as approved by the Project Manager.

b) Do not stack the GCL more than three rolls high.

c) Cover GCL rolls with a waterproof tarpaulin or plastic sheet if stored outdoors.

3) Do not drag, lift by one end, drop, or otherwise damage rolls during handling. Handle rolls according to Manufacturer's recommendations.

4) Subgrade Preparation. Prepare the foundation for GCL placement in accordance with the Manufacturer's recommendations, the specifications, plans and these special provisions. Remove protruding rocks or other material from the subgrade.

5) Compact the subgrade to at least 95% of the maximum density in accordance with requirements in Subsection 203.03.3. Finish the subgrade in accordance with Subsection 203.03.4.B and to requirements contained herein.

6) Provide a smooth subgrade that is free of vegetation, standing water, angular stones, or other foreign matter that could damage the GCL. Roll subgrade with a smooth-drum compactor having sufficient weight to remove any wheel ruts, footprints or other abrupt grade changes in the subgrade. Remove or push into the subgrade any protrusion extending more than 1/2-inch from the subgrade surface with a smooth-drum compactor. The Project Manager will inspect the subgrade surface prior to GCL placement. Do not place GCL prior to written approval by the Project Manager.

7) GCL Placement. Install the GCL as soon as practical after subgrade completion and approval of the subgrade surface by the Project Manager. Do not place the GCL on standing water. Deliver GCL rolls to the working area in their original packaging. Immediately prior to placement, carefully remove the GCL packaging without damaging the GCL.

8) Do not allow installation equipment to travel directly on the GCL. If the installation equipment causes rutting of the subgrade, restore surfaces to the original accepted condition before placement at no additional cost to the Department.

9) Place the GCL panels parallel to the direction of the slopes and perpendicular to the flow direction, as recommended by the Manufacturer. Lap upstream edges of GCL over downstream edges as recommended by the Manufacturer to create a shingle effect. Place the

GCL panels flat on the underlying surface, with no wrinkles or folds, especially at the exposed edges of the panels.

10) Unpackage and install only the quantity of GCL that can be anchored and covered in the same day. If the GCL cannot be permanently covered before the end of the working day, temporarily cover the GCL with plastic or other waterproof material to prevent hydration. If the GCL becomes prematurely hydrated, the hydrated material must be removed and replaced at no additional cost to the Department. Hydrated GCL is defined as having become soft as determined by squeezing the material with finger pressure or material which exhibits swelling.

11) Anchor the GCL at the top of the side slopes as shown in the plans and in accordance with the Manufacturer's recommendations. Round the front edge of the anchor trench to eliminate any sharp corner that could damage the GCL.

12) Position panels with the overlap recommended by the Manufacturer or a minimum of 6 inches, whichever is greater.

a) If recommended by the Manufacturer, place granular bentonite of the same type as the bentonite used for the GCL along the entire overlap width at a rate of 0.25 lbs. per linear foot. Construct overlaps in the direction of flow, with the upgrade GCL panel over the downgrade GCL panel.

13) GCL Repair. Repair any GCL damaged during construction in accordance with the Manufacturer's recommendations or as directed by the Project Manager at no additional cost to the Department.

14) Cover Material Placement. Place cover material over the GCL using construction equipment that minimizes stress on the GCL and as recommended by the Manufacturer. Maintain the minimum thickness of cover material recommended by the Manufacturer between equipment tires/tracks and the GCL at all times during the covering process.

15) Do not drop cover material on the GCL from a height greater than 3 feet.

16) Place cover material as directed by the Manufacturer in the direction of downgradient shingling of the GCL overlaps.

a) On side slopes, place cover material from the bottom of the slope upwards to minimize the tensile forces on the GCL.

b) Place cover material in a manner that prevents cover material from entering the GCL overlap zones.

17) Place cover material to finished grade and compact in a single layer to design depth. Compact cover material to at least 90% of the maximum density in accordance with requirements in Subsection 203.03.3. Take care to not over apply moisture to the cover material in order to obtain optimum moisture and density requirements and otherwise not hydrate the GCL.

18) During placement, remove oversized rocks or other items that are of a dimension that could puncture the GCL.

E. Method of Measurement.

1) Geosynthetic Clay Liner is measured by the square yard, complete and in-place. No separate measurement is made for excavation to install the GCL, laps, seams, joints, overlap granular bentonite, anchor trench excavation, and securing devices. Include these costs in the unit price bid for GCL.

2) Cover Material is measured in accordance with Section 203.

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

1) Geosynthetic Clay Liner is paid at the contract unit price bid per square yard.

2) Cover Material is paid in accordance with Section 203.

30. SUBSURFACE DRAINS – DUAL WALL HDPE PIPE [STPP 6-1(182)2]

A. Description. This work consists of installing subsurface drains, with geotextile, drainage pipe, drain access, and backfill material as shown in the plans or as directed by the Project Manager.

B. Materials.

1) All materials provided must meet the requirements of the Build America Buy America (BABA) special provision as applicable.

2) Provide Granular Bedding Material meeting the requirements of Coarse Aggregate for Concrete, No. 2, in accordance with Subsection 701.01.

3) Provide Subsurface Drainage Geotextile Filter, High Survivability, Class B, meeting the requirements of Section 716.

4) Provide 15 inch corrugated exterior with smooth wall interior profile wall HDPE Drainage Pipe meeting the requirements of Subsection 708.07 and Type SP with Class 2 perforations as shown in the Plans.

5) Provide 15 inch corrugated exterior with smooth wall interior profile wall HDPE Drainage Pipe meeting the requirements of Subsection 708.07, and Type S for drain outlets/connections as shown in the Plans.

6) Provide soil-tight bell & spigot joints with rubber gaskets meeting the requirements of ASTM F477.

7) Provide fittings meeting the requirements of AASHTO M294. Only use fittings that are supplied or recommended by the drainage pipe manufacturer, and as approved by the Project Manager.

8) Provide rodent guards for each drain outlet consisting of steel screen with ½ inch by ½ inch openings and a stainless steel clamp or pre-manufactured guards meeting the opening requirements.

C. Construction Requirements:

1) Excavate the trench area as shown in the Details in the Plans or as specified by the Project Manager. Excavate only the length that can be backfilled with granular bedding material by the end of the shift.

2) Place geotextile over the bottom and sides of the excavated trench in conformance with Subsection 622.03.3. Overlap the edge of the upslope sheet over the edge of the downslope sheet a minimum of 18 inches.

3) Place a nominal 4-inch thickness of granular bedding material over the geotextile. Carefully grade the bedding material to ensure support along the bottom of the perforated drainage pipe.

4) Place perforated drainage pipe to grade on top of the granular bedding material layer.

5) Construct clean out riser at location(s) shown in the plans. Provide cap to cover the riser pipe.

6) Place granular bedding material immediately following perforated drainage pipe placement and in accordance with Section 622.

7) Carefully place granular bedding material in a manner that does not damage or disturb the perforated drainage pipe.

8) Compact granular bedding material equally on each side of the perforated drainage pipe.

9) Compact the granular bedding material by hand tamping. Compaction control testing is not required.

10) Place all remaining lifts in accordance with Section 203. Compaction control testing is not required.

11) Repair any geotextile damaged during construction at Contractor's expense.

12) Construct non-perforated drain outlets, including slope and daylighting requirements, as shown in the plans and otherwise in accordance with Subsection 603.03.

D. Method of Measurement:

1) Accepted quantities of Granular Bedding Material are measured by the cubic yard as calculated from the plan dimensions.

2) Subsurface Drainage Geotextile Filter is measured in accordance with Subsection 622.04.

3) Accepted quantities of perforated and non-perforated drainage pipe are measured by the linear feet. Connectors, splices, fittings, cleanouts, rodent guards, trench excavation, and all labor necessary for placement of drainage pipe are not measured for separate payment.

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

1) Accepted quantities of Granular Bedding are paid at the contract unit bid price per cubic yard.

2) Subsurface Drainage Geotextile Filter is paid in accordance with Subsection 622.05.

3) Accepted quantities of perforated and non-perforated drainage pipe are paid for at the contract unit price per linear foot using the bid item Pipe-Corr Polyethylene 15-inch.

31. SUBGRADE REINFORCEMENT [STPP 6-1(182)2]

A. Description. Excavate, place, compact, and dispose of materials as necessary to construct the subgrade reinforcement as shown in the Plans or as directed by the Project Manager. Voids or cracks may be encountered within the excavation limits.

B. Materials.

1) All materials provided must meet the requirements of Build America Buy America (BABA) special provision as applicable.

2) Geosynthetics.

a) Provide Stabilization Geotextile meeting the requirements of Section 716.

b) Provide Biaxial Geogrid meeting the requirements in the Geogrid special provision.

c) Provide Uniaxial Geogrid meeting the requirements in the Uniaxial Geogrid special provision.

3) Crushed Aggregate Course. Provide Crushed Aggregate Course meeting the requirements found elsewhere in the contract.

4) Special Borrow. Provide Special Borrow meeting the requirements in the Special Borrow special provision.

C. Construction.

1) Excavation and Subgrade Preparation. Excavate the embankment to the limits shown on the plans. Create a subgrade surface that is level, free from organics and other deleterious materials, as well as soft or otherwise unsuitable soils. Scarify and compact the subgrade in accordance with Section 203 prior to constructing the reinforced subgrade to provide a uniform and firm surface.

a) Notify the Project Manager a minimum of 5 working days prior to anticipated subgrade completion in order to arrange for subgrade inspection. An MDT Geotechnical Section Representative will inspect the subgrade prior to construction of the subgrade reinforcement.

b) If voids or cracks are observed and/or the subgrade soils are determined to be unstable by the Geotechnical Representative, digout the subgrade to an additional depth specified by the representative. Scarify and compact the new subgrade and replace excavated material with special borrow in accordance with the requirements below.

2) Geosynthetic Placement.

- a) Place stabilization geotextile over the approved subgrade. Overlap adjoining edges a minimum of 2 feet or use sewn seams.
- b) Place each layer of biaxial geogrid as shown on the plans and oriented such that the machine direction is perpendicular to the highway alignment.
- c) Use continuous sheets of biaxial geogrid across the width of the embankment. Do not splice or overlap the geogrid in the machine direction.
- d) Overlap the biaxial geogrid a minimum of 1 foot along the alignment of the highway (cross-machine direction).
- e) Place layers of uniaxial geogrid as shown on the plans or as directed by the Project Manager, and oriented such that the principle strength direction is parallel to the highway alignment.
- f) Use continuous sheets of uniaxial geogrid at locations where voids or cracks were observed. Do not splice or overlap the geogrid in the principal strength direction (machine direction).
- g) Hand tension geosynthetic materials to remove all wrinkles. Use pins, stakes, soil piles, sandbags, or the manufacturer's approved method to anchor the geosynthetic materials ahead of the crushed aggregate placement to ensure flat contact between the geosynthetic and underlying material.
- h) Do not operate construction equipment over geosynthetic materials without a minimum of 8 inches of cover.
- i) Place crushed aggregate course evenly using a method that eliminates the development of wrinkles and movement of the geosynthetic.
- j) Place and compact crushed aggregate course in accordance with Section 301. Do not use Sheep's Foot or studded compaction equipment to compact the crushed aggregate.
- D. Method of Measurement.
 - 1) Geosynthetic is measured in accordance with Subsection 622.04.
 - 2) Crushed Aggregate Course is measured in accordance with Subsection 301.04.
 - 3) Excavation below the planned subgrade elevation is measured in accordance with Subsection 203.04.
 - 4) Special Borrow is measured in accordance with the Special Borrow special provision.
- E. Basis of Payment. Payment at the contract unit price is full compensation for all resources necessary to complete the item of work under the contract.
 - 1) Geosynthetic is paid in accordance with the requirements found elsewhere in the Contract.
 - 2) Crushed Aggregate Course is paid in accordance with Subsection 301.05.
 - 3) Excavation is paid in accordance with Subsection 203.05.
 - 4) Special Borrow is paid in accordance with the Special Borrow special provision.

32. SPECIAL BORROW (REVISED 2-2-2022) [STPP 6-1(182)2]

- A. Description. Place special borrow at the locations shown in the plans, cross sections, or as directed by the Project Manager.
- B. Materials. Provide material for special borrow consisting of a well-graded sand and gravel, free of organic and other deleterious material, meeting the AASHTO M 145 requirements for A-1-a group classification, with 100% passing the 6 inch sieve and a maximum of 8% by weight passing the number #200 sieve.
- C. Construction. Compact special borrow in accordance with Section 203.
- D. Method of Measurement. Special borrow is measured in accordance with Subsection 203.04.
- E. Basis of Payment. Special Borrow is paid in accordance with Subsection 203.05.

33. SPECIAL BACKFILL [STPP 6-1(182)2]

- A. Description. Place special backfill at the locations shown on the project plans and cross sections.
- B. Materials. Provide low permeability backfill having 100% passing the 1-inch sieve and a minimum of 30% passing the #200 sieve. Provide low permeability backfill having a PI equal to 12 or greater and free of cobbles, organics, or deleterious material. Excavated material, meeting the requirements listed above, may be used as low permeability backfill.
- C. Construction. Compact Special Backfill in accordance with Section 203.
- D. Method of Measurement. Special Backfill is measured by the cubic yard in place.
- E. Basis of Payment. Special Backfill is paid at the contract unit price bid per cubic yard complete and in place.

34. INSTRUMENT PROTECTION [STPP 6-1(182)2]

- A. Description. Protect geotechnical instruments and devices during construction at the specified locations described in this special provision.
- B. Materials. Furnish materials necessary to prevent damage to instruments and devices based on Contractor's intended means and methods.
- C. Construction.
 - 1) Do not disturb the existing inclinometer, Boring 3.6-1, Sta. 52+06, 23 ft., Lt.
 - 2) Do not disturb the mounted data logger near Boring 3.4-5, Sta. 40+56, 35 ft., Lt.

Coordinate removal and resetting of the piezometer lead wire during construction with the MDT Geotechnical Section. Notify the Project Manager a minimum of 10 working days prior to anticipated work at this location.

 - 3) Do not disturb the existing inclinometer, Boring N-18, Sta. 146+57, 24 ft., Lt.
 - 4) Repair damage to instrumentation installations at no additional cost to the Department. Costs related to repairing damaged instrumentation, up to and including complete replacement of damaged instrumentation, are the sole responsibility of the Contractor.
- D. Method of Measurement and Basis of Payment. This work is incidental to construction and is not measured for payment.

35. BIAXIAL GEOGRID (REVISED 2-2-2022) STPP 6-1(182)2

- A. Description. This work is the furnishing of labor, equipment and materials to construct a geogrid layer as detailed in the plans or as directed in writing by the Project Manager.
- B. Materials. Provide geogrid manufactured using long-chain synthetic polymers, composed of at least 95 percent by weight of polyolefin, polyesters, or polyamides.
 - 1) The geogrid must meet the requirements of the Build America Buy America (BABA) special provision.
 - 2) Fabricate the geogrid into a stable network such that the ribs, filaments, or yarns retain their dimensional stability relative to each other, including selvages. Conform to Table 1 for subgrade stabilization geogrid property values. All property values, with the exception of maximum opening size represent minimum average roll values (MARV). Identify, store, and handle geogrid according to ASTM D 4873.

TABLE 1. GEOGRID PROPERTY REQUIREMENTS

PROPERTY	TEST METHODS	UNITS	REQUIRED VALUE ^{1,2}
Ultimate Tensile Strength	ASTM D6637	lb/ft	1300
Tensile Strength at 2% Strain	ASTM D6637	lb/ft	400
Geogrid Percent Open Area	CW-02215	%	50

Minimum Opening Size	Direct measure with caliper	inches	0.75
Maximum Opening Size	Direct measure with caliper	inches	2
Junction Strength	ASTM D7737	lb	25
Ultraviolet Stability	ASTM D4355	% at 500 hrs	50

Notes:

¹ Values, except Ultraviolet Stability, are MARVs (average value minus two standard deviations).

² Minimum strength direction.

C. Construction. Install geogrid in accordance with the manufacturer's recommendations. Place geogrid directly above geotextiles when both are specified, shown in the plans, or directed by the Project Manager.

D. Measurement. Geogrid is measured by the square yard. Measurement excludes laps, seams, and joints.

E. Basis of Payment. Accepted quantities of Biaxial Geogrid are paid at the contract unit price Geogrid – Biaxial. Payment at the contract unit price is full compensation for all resources necessary to complete the item of work under the contract.

36. UNIAXIAL GEOGRID (REVISED 2-2-2022) [STPP 6-1(182)2]

A. Description. This work is the furnishing of labor, equipment and materials to construct a geogrid layer as detailed in the plans or as directed by the Project Manager.

B. Materials. Provide geogrid manufactured using long-chain synthetic polymers, composed of at least 95 percent by weight of polyolefin, polyesters, or polyamides.

1) The geogrid must meet the requirements of the Build America Buy America (BABA) special provision.

2) Fabricate the geogrid into a stable network such that the ribs, filaments, or yarns retain their dimensional stability relative to each other, including selvages. Conform to Table 1 for geogrid property values. All property values represent minimum average roll values (MARV). Identify, store, and handle geogrids according to ASTM D 4873.

TABLE 1. UNIAXIAL GEOGRID PROPERTY REQUIREMENTS

PROPERTY	TEST METHODS	UNITS	REQUIRED VALUE ^{1,2}
Ultimate Tensile Strength	ASTM D 6637	lb/ft	7600
Tensile Strength at 5% Strain	ASTM D 6637	lb/ft	3400
Ultraviolet Stability	ASTM D 4355	% at 500 hrs	75

Notes:

¹Values, except Ultraviolet Stability, are MARVs (average value minus two standard deviations).

²Machine direction strength.

C. Construction. Install geogrid in accordance with the manufacturer's recommendations. Place geogrid directly above geotextiles when both are specified, shown in the plans, or directed by the Project Manager.

D. Measurement. Geogrid is measured by the square yard. Measurement excludes laps, seams, and joints.

E. Basis of Payment. Accepted quantities of Uniaxial Geogrid are paid at the contract unit price bid for Geogrid – Uniaxial. Payment at the contract unit price is full compensation for all resources necessary to complete the item of work under the contract.

37. TURF REINFORCEMENT MAT [STPP 6-1(182)2]

A. Description. This special provision defines the required physical properties and construction requirements for Turf Reinforcement Mat.

B. Materials. Furnish a turf reinforcement mat consisting of 100 percent UV-stabilized, high-denier, synthetic monofilament yarns woven into a permanent, high-strength, three-dimensional structure and is rated for a design life of 50 years. In addition, conform to the physical properties in the following table:

TURF REINFORCEMENT MAT PROPERTIES

Property	Test Method	Units	Required Value ¹
Color	-	-	Tan
Thickness	ASTM D6525	inch	0.4
Mass/Unit Area	ASTM D6566	oz./sq. yd.	10
Tensile Strength – MD	ASTM D6818	lb/ft.	4,400
Tensile Strength – TD	ASTM D6818	lb/ft.	3,300
Elongation – MD	ASTM D6818	%	35
Elongation – TD	ASTM D6818	%	30
Ultraviolet Stability	ASTM D4355	% at 6,000 hrs	90
Specific Gravity	ASTM D792	lb/cu. ft.	57.4

Notes:

¹ Values are MARVs (average value minus two standard deviations).

C. Submittals.

1) Submit Manufacturer's product data, installation instructions, and Manufacturer's letter of certification verifying conformance to the above requirements to the Project Manager a minimum of 10 working days prior to installation.

2) Submit a 5-foot-square sample of the proposed Turf Reinforcement Mat.

D. Construction Requirements.

1) Storage and Handling. Deliver materials to the site in Manufacturer's original, unopened packaging, with labels clearly identifying product name and Manufacturer. Store materials in a clean, dry area in accordance with Manufacturer's instructions. Protect rolls from direct sunlight during storage. Protect materials during handling and application to prevent damage or contamination.

2) Prepare the surface on which the turf reinforcement mat is to be placed so that no damage occurs to the mat. Do not drive construction equipment on the turf reinforcement mat. Dispose of material with defects, rips, holes, flaws, deterioration, or other damage. Do not use defective material in the work.

3) Install and anchor turf reinforcement mat in accordance with Manufacturer's recommendations, including Manufacturer's minimum recommended overlap. For slopes steeper than 2H:1V, use twist pins to anchor the turf reinforcement mat in accordance with the Manufacturer's recommended spacing.

4) Repair or replace any turf reinforcement mat damaged during construction as directed by the Project Manager at the Contractor's expense.

E. Method of Measurement. Turf Reinforcement Mat is measured by the square yard as staked by the Project Manager. Measurement excludes laps and seams.

F. Basis of Payment. Turf Reinforcement Mat is paid under Turf Reinf Mat Synthetic Fiber. Payment at the contract unit price is full compensation for all necessary resources to complete the item of work under the contract.

38. 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:

11' Width Restriction
Route MT 56, MP 7.8
Route MT 135, MP 12.3
"Advise alternate Route"

Sign Location	Location Description
MT 56/US 2 Intx (2)	Intersections best suitable for sign placement
MT 56/MT 200 Intx (2)	Intersections best suitable for sign placement
MT 135/MT 200 Intx (1)	Intersections best suitable for sign placement
Old US 10/MT 135 Intx (1)	Intersections best suitable for sign placement

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

39. LONG TERM VARIABLE MESSAGE BOARDS [618] (ADDED 3-09-23 M) [STPP 6-1(182)2]

A. Description. Furnish, install, maintain, and remove 3 portable variable message boards (VMS).

B. General.

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

Location	Description
MT-56	MP 16.6
MT-200	MP 0.0
MT-200	MP 11.0

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

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

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

5) Furnish VMS that meet MUTCD requirements.

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

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

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

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

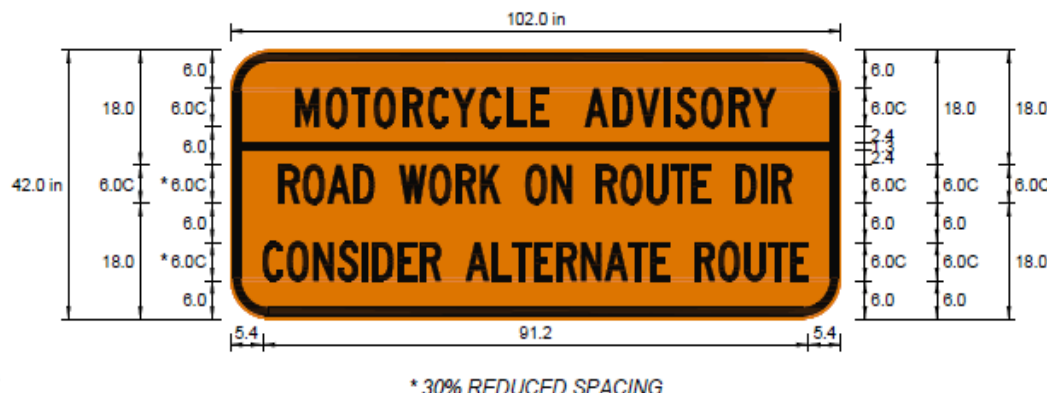
D. Basis of Payment. Portable variable message sign will be paid by each and includes all costs associated with installing, maintaining, and removing the boards. This item will be paid under bid item 618 100 005 Portable Variable Message Sign.

40. 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

41. 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. To be utilized for single lane traffic on the MT-200 Slide Repairs-Heron project.

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 per each individual signal per day.

D. Basis of Payment. Traffic actuated temporary signals will be paid under the bid item of traffic actuated temporary signals for each day per each individual signal used. The use of pilot car(s) and/or flagger(s) used in conjunction with the signals is at the

42. RESET SIGNS, DELINEATORS, AND MILEPOSTS [STPP 6-1(182)2]

A. Description.

1) Reset signs, delineators and mileposts within the project limits as required to accommodate the work.

B. Materials.

1) Vacant.

C. Construction Requirements.

1) Reset Signs, delineators and mileposts that are in conflict with the repair of the digout. Repair any damage to these items resulting from construction operations to the satisfaction of the Project Manager.

D. Basis of Payment.

1) Resetting signs, delineators and mileposts, 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 of the contract.

43. GLASS BEADS [714] (ADDED 10-22-26)

Roundness for glass spheres must have a minimum of 80% true spheres in accordance with AASHTO M247.

SPECIAL PROVISIONS

CONTRACT NO. 11R26

44. REVEGETATION [STPP 6-1(182)2]

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

Area Descriptions	
Area 1	Areas with slopes 3:1 and flatter
Area 2	Areas with slopes steeper than 3:1 or inaccessible to drill seed equipment
Area 3	A 15 foot-wide strip adjacent and parallel to the finished pavement, on both sides.

B. Materials.

1) Fertilizer.

	Nitrogen lbs per acre	P2O5 lbs per acre
Area 1 & 2	10—15	30—35
Area 3	None	None

2) Mulch.

	Engineered/Bonded Fiber Matrix Rate
Area 1 & 3	None
Area 2	3,500 lbs. per acre

3) Seed. Furnish the following reclamation seed mixtures. Use substitute species only if the recommended species is not available and substitution is approved by the Department's Reclamation Specialist.

Area 1 & 3			Drill Seeding Rate		
Scientific Name	Common Name	Variety	PLS / sq. ft.	% of Mix	Pounds PLS/ acre
<i>Elymus trachycaulus</i>	Slender wheatgrass	Pryor	6	7	2.0
<i>Pascopyrum smithii</i>	Western wheatgrass	Rosana	11	12	5.0
<i>Poa secunda</i>	Big bluegrass	Sherman	20	23	1.0
<i>Festuca idahoensis</i>	Idaho fescue	Joseph or Nezpurs	10	11	1.0
<i>Nassella viridula</i>	Green needlegrass	Lodorm	26	29	6.0
<i>Achillea millefolium</i>	Western yarrow	Eagle or Great Northern	16	18	0.25
GRAND TOTAL			89	100	15.25

Area 2 = Area 1	The broadcast seeding rate is 2X drill seeding rate of Area 1.
-----------------	--

C. Construction Requirements.

1) Topsoil. Salvage sufficient quantities of topsoil in accordance with Subsection 203.03.6 to place an average 4inch loose depth over all disturbed areas. Place the topsoil in accordance with Subsection 203.03.6 immediately following grading.

2) Seedbed preparation and application.

SPECIAL PROVISIONS

CONTRACT NO. 11R26

	Method	Seeding Depth	Season of Seeding
Area 1	Drill Seed	0.25 – 0.5 in	10/1—5/15
Area 2	Dry Broadcast Seed		10/1—5/15
Area 3	Drill Seed	0.25 – 0.5 in	10/1—5/15

- a) Condition fertilize and drill seed in accordance with Subsection 610.
 - b) Leave areas to be broadcast seeded in a roughened condition, machinery tracks must run horizontal across the slope and parallel to the contour.
 - c) Rake, harrow or otherwise scarify broadcast seeded areas to incorporate the seed ¼ to ½ inch into the soil.
 - d) Apply mulch over all broadcast seeded areas in accordance with Subsection 610.03.2.F. Use a rate specified by the manufacturer, with a minimum rate of 2,000 lbs. per acre.
- D. Method of Measurement and Basis of Payment.
- 1) Topsoil Salvaging and Placement is measured and paid in accordance with Subsection 203.04 and 203.05.
 - 2) Revegetation pay items are measured in accordance with Subsection 610.04
- Payment for the completed and accepted quantities is made under the following:

Pay Item	Pay Unit
Fertilizing Area No 1	Acre
Fertilizing Area No 2	Acre
Mulch	Acre
Seeding Area No 1	Acre
Seeding Area No 2	Acre
Seeding Area No 3	Acre

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.

MDT Boring Log Descriptive Terminology

Key to Soil Symbols and Terms

6/9/09



SOIL CLASSIFICATION CHART

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

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Notes

See Soil Boring Information Special Provision.

SPT (Standard Penetration Test-ASTM D1586):

The number of blows of a 140 lb (63.6 kg) hammer falling 2.5 ft (750 mm) used to drive a 2 in (50 mm)

O.D. Split Spoon sampler for a total of 1.5 ft (0.45 m) of penetration.

Written as follows:

first 0.5 ft (0.15 m) - second 0.5 ft (0.15 m) - third 0.5 ft (0.15 m)
(ex: 1-3-9)

Note: if the number of blows exceeds 50 before 0.5 ft (0.15 m) of penetration is achieved, the actual penetration rounded to the nearest 0.1 ft (0.03 m) follows the number of blows in parentheses (ex: 12-24-50 (0.09 m), 34-50 (0.4 ft), or 100 (0.3 ft)). WR denotes a zero blow count with the weight of the rods only.

WH denotes a zero blow count with the weight of the rods plus the weight of the hammer.

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

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

Order of Descriptors

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

Criteria For Descriptors

Consistency of Fine Grained Soils

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

Apparent Density of Coarse Grained Soils

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

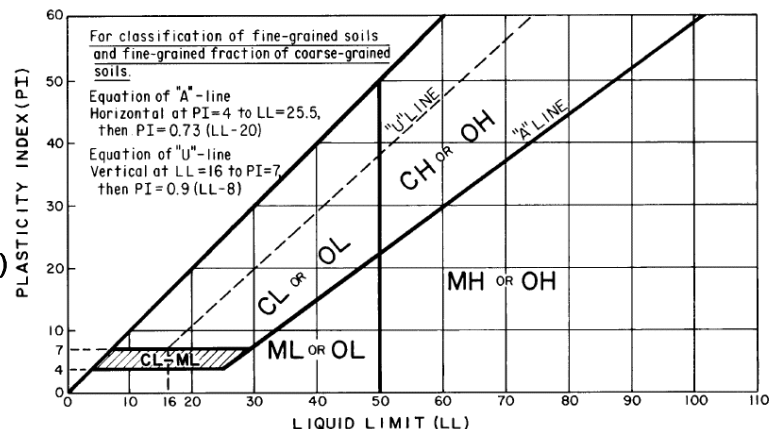
Moisture Condition

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

Definition of Particle Size Ranges

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

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



Angularity of Coarse-Grained Particles

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

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

MDT Boring Log Descriptive Terminology

Key to Rock Symbols and Terms

ADVERTISED COPY

6/9/09



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

Order of Descriptors

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

Criteria For Descriptors

Grain Size

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

Stratum Thickness

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

Rock Field Hardness

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

Notes:

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

See Soil Boring Information Special Provision.

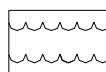
Miscellaneous Soil/Rock Symbols and Terms



Concrete



Asphalt



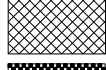
Water



Boulders and Cobbles



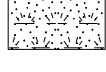
Coal



Fill



Millings



Topsoil

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

Explanation of Text Fields in Boring Logs:

Material Description: Lithologic Description of soil or rock encountered.

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

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

General Notes

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

Operation Types:



Auger



Casing Advancer



Core Barrel



Drive Casing

Sample Types:



Split Spoon



Shelby



Bulk Sample



Grab Sample



Cone Penetrometer



Vane Shear



Special Samplers



Testpit

Example Rock Log

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



LOG OF BORING

Boring 5992-3.2-1

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 55		Boring Location N: 1463589.1 ft				Station: 31 + 85	
				Hammer: Auto		Coordinates E: 386953.2 ft				Offset: 26 ft L	
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"/3.5"				System: MT S.P. (E)	
						Datum: NAD83				Ground Elevation: 2230.7 ft	
Date Started: 10/6/16				Date Finished: 10/20/16		Drilling Fluid: None				Location Source: Surveyed	
										Elevation Source: Surveyed	
Driller: Boyd				Notes:				PLS TRS-QQ: 27N 34W 21 - DB			
Logger: Kluth								Abandonment: N/A			

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
Elev. (ft)								Elev. (ft)							
5			65		3 - 4 - 3		FILL, Poorly-Graded GRAVEL with silt and sand (GP-GM), moist, gray, fine to coarse grained, subrounded to subangular, [A-1].	0.3							Hollow stem augers with finger bit.
2225.7			60		2 - 2 - 2		FILL, Clayey GRAVEL with sand (GC), loose, moist, brown, fine to coarse grained, angular to subrounded, [A-2].	4.5	13						Installed 73' of SI casing with silica sand. Flush-mount cover at surface.
10			30		2 - 2 - 1		Silty, Clayey SAND with gravel (SC-SM), very loose, moist, brown, fine to coarse grained, angular to subrounded, [A-2].	12	24	19	31				
2220.7			5		4 - 1 - 3		Fat CLAY (CH), stiff to very stiff, moist, light-brown, [A-7].	12							
15			100		6 - 50/0.5ft		ARGILLITE, blue-gray, hard field hardness. Very close (< 2 in.) to close (2-12 in.), shallow (5-35 deg.) to moderately dipping (35-55 deg.) fractures. Occasional steep (55-85 deg.) fractures. Very close fractures from 20.3 ft. - 23.4 ft.	12.0	24	61	31	97			Switched to HQ3 coring with surface set bit and water at 15.0'.
2215.7			100		50/0.1ft		1/4-in. seam of tan, clayey SAND at 26.6 ft.	13.4	8						
20			95	0				2217.3	1						
2210.7			77	12											
25			93	0											
2205.7			63	0											
30			67	0											
2200.7			94	0											
35			69	0											
2195.7			38	0											
40			100	0											
2190.7			25	0			Very close, shallow fractures.								
45			67	0											
2185.7			80	0			Silty CLAY in fractures.								
50			86	0											
2180.7			83	0											
55															
2175.7															
60															
2170.7															

Water Level Observations				☐ During Drilling: Not Encountered ☒ After Drilling:		Remarks: Groundwater not encountered prior to coring operations.
☒ End of Drilling:						

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-3.2-1

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 55		Boring Location N: 1463589.1 ft				Station: 31 + 85			
				Hammer: Auto		Coordinates E: 386953.2 ft				Offset: 26 ft L			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"/3.5"		System: MT S.P. (E)				Ground Elevation: 2230.7 ft	
Date Started: 10/6/16				Date Finished: 10/20/16		Drilling Fluid: None		Location Source: Surveyed				Elevation Source: Surveyed	
Driller: Boyd				Notes:				PLS TRS-QQ: 27N 34W 21 - DB					
Logger: Kluth								Abandonment: N/A					

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
65			85	0			ARGILLITE, continued.								Switched to H casing advancer with tri-cone roller bit and water at 71.0'.
2165.7			0	0											
70			0	0											
2160.7								73.0							
Boring Depth: 73.0 ft, Elevation: 2157.7 ft															

Water Level Observations		☐ During Drilling: Not Encountered ☒ After Drilling:	Remarks: Groundwater not encountered prior to coring operations.
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-3.4-2

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME1050 Hammer: Auto		Boring Location N: 1462978.1 ft E: 387506.7 ft				Station: 40 + 04 Offset: 30 ft L			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2219.7 ft	
Date Started: 10/4/16		Date Finished: 10/6/16		Drilling Fluid: Polymer		Location Source: Surveyed				Elevation Source: Surveyed			
Driller: B. Fredrick				Notes:				PLS TRS-QQ: 27N 34W 21 - DD					
Logger: Boundy								Abandonment: N/A					

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
5 2214.7			60		4 - 8 - 9		Poorly-Graded GRAVEL with sand (GP), medium dense, dry, brown, fine to coarse grained, subrounded to rounded, [A-1]. Frequent cobbles. Scattered cobbles below 6.1'.		3						Hollow stem augers with 4-pocket conical bit. 50' west of H-2, adjacent to 3.4-1, 17' N. of fogline.
10 2209.7			60		5 - 8 - 9			11.6 2208.1	3						Installed 70' of SI casing with silica sand. Flush-mount cover at surface.
15 2204.7			100		5 - 7 - 7		Well-Graded SAND with silt (SW-SM), medium dense, moist, brown to multi-colored, fine to coarse grained, subangular, [A-1].	4		NP	8				
20 2199.7			100		5 - 7 - 11		Poorly-Graded SAND with gravel (SP), medium dense, moist, brown to multi-colored, fine to coarse grained, angular to rounded, [A-1].	7							
25 2194.7			100		1 - 1 - 2		Silty SAND (SM), very loose to loose, moist, tan, fine grained, [A-4].	22.1 2197.6							
30 2189.7			100		WH - WH - 3		Fat CLAY with sand (CH), soft, moist, tan, [A-7].	25.1 2194.6	35	56	23	99			Performed an instrumented CU test on sample from 27.5' - 29.5'.
35 2184.7			100		10 - 19 - 18			37	56	27	99				
40 2179.7			100		6 - 11 - 13		Clayey SAND with gravel (SC), medium dense to dense, moist, multi-colored, angular, [A-2]. Angular fragments of argillite in a clay matrix.	41							
45 2174.7			100		5 - 9 - 11			32.3 2187.4	14						
50 2169.7			40	0	23 - 50/0.2ft		SILTITE, gray to white, soft field hardness. Dry fault gouge: shattered/ sheared siltite fragments in a silt and clay matrix.	15							
55 2164.7			100		19 - 33 - 50			19	28	19	28				Switched to HQ3 coring with surface set bit and water at 50' Three trips to achieve 2' of core. Blocking off. Switched back to hollow stem augers with bullet/finger
60 2159.7								44.0 2175.7	5						

Water Level Observations		☐ During Drilling: 0 ☒ After Drilling:	Remarks: Seams of water in spoon 40'-41.5'. GWS popped at 40.4' @ 5 min.
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+ WELL V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-3.4-2

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME1050		Boring Location N: 1462978.1 ft				Station: 40 + 04	
				Hammer: Auto		Coordinates E: 387506.7 ft				Offset: 30 ft L	
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"				System: MT S.P. (E)	
						Datum: NAD83				Ground Elevation: 2219.7 ft	
Date Started: 10/4/16			Date Finished: 10/6/16			Drilling Fluid: Polymer			Location Source: Surveyed		
									Elevation Source: Surveyed		
Driller: B. Fredrick				Notes:						PLS TRS-QQ: 27N 34W 21 - DD	
Logger: Boundy										Abandonment: N/A	

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
Elev. (ft)								Elev. (ft)							
65			100		50/0.4ft		SILTITE, continued.		12						combination bit at 52'.
2154.7			100		50/0.3ft				8						
70			100		50/0.2ft				10						
2149.7								70.2							
								Boring Depth: 70.2 ft, Elevation: 2149.5 ft							

Water Level Observations		During Drilling: 0 After Drilling:	Remarks: Seams of water in spoon 40'-41.5'. GWS popped at 40.4' @ 5 min.
End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-3.4-4

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050		Boring Location N: 1462796.1 ft				Station: 42 + 09	
				Hammer: Auto		Coordinates E: 387602.1 ft				Offset: 27 ft L	
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"				System: MT S.P. (E)	
						Datum: NAD83				Ground Elevation: 2222.6 ft	
Date Started: 10/25/16			Date Finished: 10/26/16			Drilling Fluid: None			Location Source: Surveyed		
									Elevation Source: Surveyed		
Driller: Fredrick				Notes:				PLS TRS-QQ: 27N 34W 21 - DD			
Logger: Kluth								Abandonment: N/A			

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
5 2217.6			50		4 - 5 - 5		TOPSOIL, Clayey SAND with gravel (SC), moist, brown, fine to coarse grained, [A-2]. With organics.	0.3 2222.3							Hollow stem augers with 4-pocket conical bit. Installed 68' of SI casing with silica sand. Flush-mount cover at surface.
10 2212.6			100		3 - 2 - 2		Well-Graded GRAVEL with silt and sand (GW-GM), loose, moist, brown, coarse grained, subrounded to rounded, [A-1]. Frequent cobbles.	7.5 2215.1	6		NP	8			
15 2207.6			100		42 - 50/0.2ft		Fat CLAY (CH), soft, moist, brown to tan, [A-7].	13.3 2209.3	50	70	31	100			
20 2202.6			100		42 - 50/0.2ft		SILTITE, light-gray, very soft to medium field hardness. Sheared/fractured/compressed: Silt and sandy clay matrix with fragments of angular argillite, siltite, and quartzite. Variable hardness observed when drilling.		3	19	11	29			
25 2197.6			100		50/0.4ft				2						
30 2192.6									3						
35 2187.6			100		50/0.4ft				3						
40 2182.6															
45 2177.6			100		50/0.4ft				1						
50 2172.6															
55 2167.6			100		50/0.2ft				7						
60 2162.6															

Water Level Observations		☐ During Drilling: Not Encountered ☐ After Drilling:	Remarks: Groundwater not encountered.
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL V1.GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-3.4-4

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050		Boring Location N: 1462796.1 ft				Station: 42 + 09			
				Hammer: Auto		Coordinates E: 387602.1 ft				Offset: 27 ft L			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E)				Ground Elevation: 2222.6 ft	
Date Started: 10/25/16				Date Finished: 10/26/16		Drilling Fluid: None		Location Source: Surveyed				Elevation Source: Surveyed	
Driller: Fredrick				Notes:				PLS TRS-QQ: 27N 34W 21 - DD					
Logger: Kluth								Abandonment: N/A					

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
65			100		50/0.3ft		SILTITE, continued.								
2157.6															
70			100		50/0.3ft			70.3	4						
2152.6								2152.3							

Boring Depth: 70.3 ft, Elevation: 2152.3 ft

Water Level Observations		☐ During Drilling: Not Encountered ☒ After Drilling:	Remarks: Groundwater not encountered.
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-3.4-5

Sheet 1 of 1

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME1050 Hammer: Auto		Boring Location N: 1462943 ft Coordinates E: 387525 ft				Station: 40 + 50 Offset: 35 ft L					
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2220.0 ft			
Date Started: 10/31/17				Date Finished: 10/31/17		Drilling Fluid: None		Location Source: Scaled from Plans				Elevation Source: Estimate			
Driller: B. Fredrick				Notes:				PLS TRS-QQ: 27N 34W 21 - DD							
Logger: Boundy								Abandonment: Grout							

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
5 2215.0							TOPSOIL, Clayey SAND (SC), moist, brown, fine to coarse grained, [A-2]. With organics.	0.2 2219.8							Hollow stem augers with 4-pocket conical bit. Placed two VW piezometers and grouted entire boring with bentonite and cement grout. This boring is a piezometer installation. No sampling completed. Lithology based upon observation of drilling/auger tailings. VW Piezometer. Pin= 52611024, Serial # = 1702309 at 23 feet. VW Piezometer. Pin= 52611024, Serial # = 1702308 at 39.5 feet.
10 2210.0							Clayey SAND (SC), moist, brown, fine to coarse grained, subangular to rounded, [A-2].	1.0 2219.0							
15 2205.0							Poorly-Graded GRAVEL with clay and sand (GP-GC), moist, brown to tan, fine to coarse grained, subangular to rounded, [A-2]. Frequent cobbles.								
20 2200.0							Fat/Lean CLAY with sand (CH/CL), moist to wet, brown to tan, [A-7]. Fractured argillite, siltite, and quartzite fragments.	17.7 2202.3							
25 2195.0							SILTITE, gray to white, very soft to medium field hardness.	24.3 2195.7							
30 2190.0							Sheared/fractured/compressed: Silt and sandy clay matrix with fragments of angular argillite, siltite, and quartzite. Variable hardness observed when drilling.								
35 2185.0															
Boring Depth: 39.5 ft, Elevation: 2180.5 ft								39.5 2180.5							

Water Level Observations		☐ During Drilling: Not Encountered ☒ After Drilling: Not Encountered	Remarks: Groundwater not encountered.
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-3.6-1

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 55 Hammer: Auto		Boring Location N: 1461958.5 ft Coordinates E: 388128.8 ft		Station: 52 + 06 Offset: 23 ft L		
Project Number: STPP 6-1(112)5			UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83		Ground Elevation: 2241.1 ft	
Date Started: 9/27/16		Date Finished: 10/5/16		Drilling Fluid: None		Location Source: Surveyed		Elevation Source: Surveyed		
Driller: Boyd			Notes:				PLS TRS-QQ: 27N 34W 28 - AA			
Logger: Kluth							Abandonment: N/A			

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
5 2236.1			20		4 - 4 - 4		FILL, Clayey SAND with gravel (SC), loose, moist, brown, fine to coarse grained, [A-2].	4.5 2236.6	10						Hollow stem augers with bullet bit.
			25		7 - 7 - 6		FILL, Silty SAND with gravel (SM), medium dense, moist, brown, fine to coarse grained, [A-2].	6.4 2234.7	6						Installed 98' of SI casing with silica sand. Flush-mount cover at surface.
10 2231.1			50		3 - 4 - 6		FILL, Clayey GRAVEL with sand (GC), loose, moist, brown, fine to coarse grained, angular to rounded, [A-2].	10.1 2231.0	7	49	25	65			
			75		1 - 5 - 10		Fat/Lean CLAY (CH/CL), stiff, moist, brown to tan, [A-7].	11.1 2230.0	9						
15 2226.1			20		2 - 4 - 5		Poorly-Graded GRAVEL with silt and sand (GP-GM), very loose to medium dense, moist, brown to gray, fine to coarse grained, subangular to rounded, [A-1].	13.6 2227.5	20						
20 2221.1			40		7 - 7 - 8		Clayey GRAVEL with sand (GC), loose, moist to wet, brown to gray, fine to coarse grained, subangular to rounded, [A-2].	17.0 2224.1	6						
			40		8 - 6 - 5		Well-Graded GRAVEL with silt and sand (GW-GM), medium dense, moist to wet, tan to gray, fine to coarse grained, angular to rounded, [A-1]. Frequent cobbles.	29.6 2211.5	11						
25 2216.1			75		8 - 9 - 7		Poorly-Graded GRAVEL with silt and sand (GP-GM), very loose to loose, wet, brown to tan, fine to coarse grained, subrounded to rounded, [A-1]. Medium dense.		10	NP	9				
30 2211.1			10		1 - 1 - 2		Fat/Lean CLAY (CH/CL), medium stiff, wet, tan, [A-7].	40.4 2200.7	13						
35 2206.1			35		4 - 6 - 8				12						
40 2201.1			90		2 - 2 - 3				38						
45 2196.1			100						38	62	31	100			Performed an instrumented CU test on sample from 45.0' to 47.0'.
50 2191.1			100		1 - 2 - 4		Tan to gray.		40						
55 2186.1			100						33	43	22	99			Performed an instrumented CU test on sample from 55.0' to 57.0'.
60 2181.1															

Water Level Observations		During Drilling: 27.1 ft (2214.0 ft)	Remarks: 37.6 ft. at 8 a.m, 10-04-16, During Drilling, Augers In
End of Drilling:		After Drilling:	

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-3.6-1

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 55	Boring Location N: 1461958.5 ft	Station: 52 + 06
		Hammer: Auto	Coordinates E: 388128.8 ft	Offset: 23 ft L
Project Number: STPP 6-1(112)5	UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2241.1 ft
Date Started: 9/27/16	Date Finished: 10/5/16	Drilling Fluid: None	Location Source: Surveyed	Elevation Source: Surveyed
Driller: Boyd		Notes:		PLS TRS-QQ: 27N 34W 28 - AA
Logger: Kluth				Abandonment: N/A

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
		X	100		WH - 2 - 3		Fat/Lean CLAY, continued.		42						Performed an instrumented CU test on sample from 75.0' to 77.0'.
65 2176.1		X	100		WH - 2 - 4			31	50	25	99				
70 2171.1		X	100		WH - 1 - 4			31							
75 2166.1			100					34	46	24	99				
80 2161.1		X	100		WH - 3 - 5			39							
85 2156.1		X	100		2 - 2 - 4			35	50	26	100				
90 2151.1		X	100		2 - 2 - 5			36							
95 2146.1		X	100		2 - 3 - 5			35	53	28	100				
100 2141.1		X	100		2 - 3 - 5		101.5	34							

Boring Depth: 101.5 ft, Elevation: 2139.6 ft

101.5
2139.6

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ

Water Level Observations		☐ During Drilling: 27.1 ft (2214.0 ft)	Remarks: 37.6 ft. at 8 a.m, 10-04-16, During Drilling, Augers In
☒ End of Drilling:		☒ After Drilling:	



LOG OF BORING

Boring 5992-H-102

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050	Boring Location N: 1462014 ft	Station: 51 + 25
		Hammer: Auto	Coordinates E: 388067 ft	Offset: 10 ft L
Project Number: STPP 6-1(112)5	UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2242.0 ft
Date Started: 10/10/06	Date Finished: 10/11/06	Drilling Fluid: None	Location Source: Handheld GPS, Uncorrected	Elevation Source: Estimate/Plans
Driller: S. Johnson		Notes:		PLS TRS-QQ: 27N 34W 21 - DD
Logger: B. Collins		Abandonment: Backfilled with Cuttings		

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
							Asphalt.	1.0 2241.0							Hollow stem augers with bullet bit.
5 2237.0		X	60		8 - 9 - 10		FILL, Silty GRAVEL with sand (GM), medium dense, moist, brown, fine to coarse grained, subrounded to subangular, [A-2]. Occasional cobbles and boulders.	7							
		X	60		5 - 9 - 11			7							
10 2232.0		X	20		2 - 4 - 3		Clayey GRAVEL with sand (GC), loose to very loose, moist, brown, fine to coarse grained, subrounded, [A-2]. Occasional cobbles and boulders.	7.0 2235.0	21	27	18				
		X	35		1 - 2 - 1			15	27	18					
		X	35		4 - 3 - 2			8							Traces of organics at 13 ft.
15 2227.0		X	20		1 - 3 - 5		Silty GRAVEL with sand (GM), loose to medium dense, wet, brown to black, fine to coarse grained, subangular to subrounded, [A-2].	15.0 2227.0	29						
20 2222.0		X	20		3 - 5 - 4			10							
25 2217.0		X	50		6 - 9 - 7			11							
30 2212.0															

Water Level Observations		During Drilling: 15.0 ft (2227.0 ft) After Drilling: 15.4 ft (2226.6 ft). Augers Out	Remarks: Cave in.
End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+ WELL V1.GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-H-102

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050	Boring Location N: 1462014 ft	Station: 51 + 25
Project Number: STPP 6-1(112)5		Hammer: Auto	Coordinates E: 388067 ft	Offset: 10 ft L
UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2242.0 ft	
Date Started: 10/10/06	Date Finished: 10/11/06	Datum: NAD83	Elevation Source: Estimate/Plans	
Driller: S. Johnson	Notes:		PLS TRS-QQ: 27N 34W 21 - DD	
Logger: B. Collins			Abandonment: Backfilled with Cuttings	

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
35 2207.0		X	50		5 - 5 - 6				14						
							Silty CLAY (CL-ML), very soft, wet, tan, [A-4].	33.0 2209.0							
		X	100		WH - 1 - 3				33						pp = 1.0 tsf at 35.3 ft.
							SILT (ML), very loose to loose, wet, tan, [A-4]. Non-plastic.	36.0 2206.0							
							Fat/Lean CLAY (CH/CL), very soft to soft, wet, tan, [A-6].	38.0 2204.0							
40 2202.0									44	42	23		10	80	pp = 1.0 tsf at 42 ft. pp = 0.75 tsf at 43 ft.
		X	100		WH - 1 - 1										
							Interbedded layers and seams of silt.								
45 2197.0		X	100		WH - WH - 3				43	55	25				pp = 0.5 tsf at 45 ft.
50 2192.0		X	100		1 - 1 - 1				41	37	21				
Boring Depth: 51.5 ft, Elevation: 2190.5 ft									51.5 2190.5						

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ

Water Level Observations		During Drilling: 15.0 ft (2227.0 ft) After Drilling: 15.4 ft (2226.6 ft). Augers Out	Remarks: Cave in.
End of Drilling:			



LOG OF BORING

Boring 5992-N-01

Sheet 1 of 3

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050	Boring Location N: 1458279 ft	Station: 148 + 40
Project Number: STPP 6-1(112)5		Hammer: Auto	Coordinates E: 396749 ft	Offset: 10 ft L
UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2234.5 ft	
Date Started: 9/18/06	Date Finished: 9/19/06	Drilling Fluid: Water	Datum: NAD83	Elevation Source: Estimate/Plans
Driller: S. Johnson		Notes:		PLS TRS-QQ: 27N 34W 26 - DA
Logger: B. Collins		Abandonment: Backfilled with Cuttings		

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
0.6 2233.9							Asphalt.	0.6 2233.9							Hollow stem augers with bullet bit.
2.5 2232.0					2 - 2 - 2		FILL, Silty GRAVEL (GM), moist, brown, fine grained, subangular to angular, [A-2].	2.5 2232.0							
4.0 2230.5			10		3 - 7 - 5		Lean CLAY (CL), soft, moist, blue to green, [A-6].	4.0 2230.5	13						
7.5 2227.0			50		WH - 2 - 2		Clayey SAND with gravel (SC), medium dense, moist, brown, fine to coarse grained, [A-2].	7.5 2227.0	5						pp = 3.25 tsf at 7.5 ft.
10 2224.5			15		WH - 2 - 4		Fat CLAY (CH), soft to medium stiff, moist, blue to green, [A-7]. Residual shale material.	10 2224.5	8						pp = 1.25 tsf at 10.0 ft.
15 2219.5			20					15 2219.5	21						UCS-Soil: 3050 psf UCS-Soil: 3060 psf
19.0 2215.5			90		2 - 2 - 4			19.0 2215.5	19	54	23		21 21	109 111	pp = 1.75 tsf at 14.3 ft. pp = 4.25 tsf at 15 ft.
20 2214.5			10		4 - 17 - 12		Weathered rock fragments at 18.0 ft.	20 2214.5	12						
25 2209.5			60		2 - 5 - 9		SHALE, blue to green, very soft to soft field hardness. Completely to moderately weathered.	25 2209.5	4						pp = 3.0 tsf at 25 ft.
30 2204.5			15		2 - 3 - 7			30 2204.5	15						
Water Level Observations End of Drilling: During Drilling: Not Encountered After Drilling: Remarks: Water not encountered prior to coring operations.															

(2) MDT LOG OF BORING - MDT, 2016+ WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-N-01

Sheet 2 of 3

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050		Boring Location N: 1458279 ft				Station: 148 + 40			
				Hammer: Auto		Coordinates E: 396749 ft				Offset: 10 ft L			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E)				Ground Elevation: 2234.5 ft	
Date Started: 9/18/06				Date Finished: 9/19/06		Drilling Fluid: Water		Location Source: Handheld GPS, Uncorrected				Elevation Source: Estimate/Plans	
Driller: S. Johnson				Notes:						PLS TRS-QQ: 27N 34W 26 - DA			
Logger: B. Collins										Abandonment: Backfilled with Cuttings			

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
			40		9 - 20 - 16								91	138	Switched to HQ3 coring with surface set bit and water. pp = 4.5 tsf at 30 ft.
			85	0									79	136	
35 2199.5													107	139	
			85	0									142	135	
40 2194.5													102	136	
			100	0									25 34	138 138	
45 2189.5													122	142	
			80	0									99	142	
50 2184.5													125	144	
			100	0									69	137	
55 2179.5													62	135	
			55	0											
60 2174.5															

Water Level Observations		☐ During Drilling: Not Encountered ☐ After Drilling:	Remarks: Water not encountered prior to coring operations.
☐ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+ WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-N-01

Sheet 3 of 3

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050 Hammer: Auto		Boring Location N: 1458279 ft Coordinates E: 396749 ft				Station: 148 + 40 Offset: 10 ft L			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2234.5 ft	
Date Started: 9/18/06				Date Finished: 9/19/06		Drilling Fluid: Water		Location Source: Handheld GPS, Uncorrected				Elevation Source: Estimate/Plans	
Driller: S. Johnson Logger: B. Collins				Notes:						PLS TRS-QQ: 27N 34W 26 - DA Abandonment: Backfilled with Cuttings			

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
65 2169.5			60	0			LIMESTONE.	63.5 2171.0 65.0 2169.5					59	142	
Boring Depth: 65.0 ft, Elevation: 2169.5 ft															

Water Level Observations						☐ During Drilling: Not Encountered ☒ After Drilling:		Remarks: Water not encountered prior to coring operations.	
☒ End of Drilling:									

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-N-02

Sheet 1 of 1

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050 Hammer: Auto		Boring Location N: 1458288 ft Coordinates E: 396680 ft		Station: 147 + 75 Offset: 10 ft L		
Project Number: STPP 6-1(112)5			UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83		Ground Elevation: 2233.0 ft	
Date Started: 9/19/06		Date Finished: 9/19/06		Drilling Fluid: None		Location Source: Handheld GPS, Uncorrected			Elevation Source: Estimate/Plans	
Driller: S. Johnson Logger: B. Collins			Notes:				PLS TRS-QQ: 27N 34W 26 - DA Abandonment: Backfilled with Cuttings			

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
0.3 2232.7							Asphalt.	0.3 2232.7							Hollow stem augers with bullet bit.
3.0 2230.0							FILL, Silty GRAVEL with sand (GM), moist, brown, fine grained, subangular to angular, [A-2].	3.0 2230.0							
5 2228.0			50		6 - 4 - 6		LIMESTONE, black, medium field hardness. Weathered rock fragments with very close fractures, occasional seams of white quartz.		2						
10 2223.0			50		5 - 10 - 18				3						
15 2218.0			60		5 - 5 - 7				4						
20 2213.0			100		50/0.4ft				5						
25 2208.0			100		46 - 47 - 28				5						
30 2203.0			100		50/0.2ft			30.2 2202.8							
Boring Depth: 30.2 ft, Elevation: 2202.8 ft															

Water Level Observations		During Drilling: 25.0 ft (2208.0 ft) After Drilling: 20.5 ft (2212.5 ft). Augers Out	Remarks:
End of Drilling: 26.3 ft (2206.7 ft). Augers In			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-N-03

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050 Hammer: Auto	Boring Location N: 1458293 ft Coordinates E: 396638 ft	Station: 147 + 30 Offset: 10 ft L
Project Number: STPP 6-1(112)5		UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E) Datum: NAD83
Ground Elevation: 2330.0 ft				
Date Started: 9/20/06	Date Finished: 9/20/06	Drilling Fluid: None	Location Source: Handheld GPS, Uncorrected	Elevation Source: Estimate/Plans
Driller: S. Johnson Logger: B. Collins		Notes:		PLS TRS-QQ: 27N 34W 26 - DA Abandonment: Backfilled with Cuttings

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
							Asphalt.								Hollow stem augers with bullet bit.
							FILL, Silty GRAVEL with sand (GM), loose, moist, brown, fine grained, subangular, [A-2].	1.5 2328.5							
5 2325.0		X	70		3 - 5 - 4				5						
10 2320.0		X	10		4 - 3 - 2				5						
15 2315.0		X	40		2 - 5 - 6		Lean CLAY (CL), stiff to very stiff, moist, blue to green, [A-6]. Residual shale material.	14.0 2316.0	10	27	18				
20 2310.0		X	35		6 - 9 - 10				8						
25 2305.0		X	45		12 - 17 - 16		SHALE, blue to green, very soft to soft field hardness. Occasional seams and layers of limestone.	24.5 2305.5	6						
30 2300.0															

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ

Water Level Observations		☐ During Drilling: Not Encountered	Remarks:
☒ End of Drilling:	☒ After Drilling:		



LOG OF BORING

Boring 5992-N-03

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050 Hammer: Auto		Boring Location N: 1458293 ft E: 396638 ft				Station: 147 + 30 Offset: 10 ft L					
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2330.0 ft			
Date Started: 9/20/06				Date Finished: 9/20/06		Drilling Fluid: None		Location Source: Handheld GPS, Uncorrected				Elevation Source: Estimate/Plans			
Driller: S. Johnson Logger: B. Collins				Notes:						PLS TRS-QQ: 27N 34W 26 - DA Abandonment: Backfilled with Cuttings					

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
35 2295.0			10		50/0.2ft		LIMESTONE.	30.0 2300.0							
35.1 2294.9			<5		50/0.1ft		Boring Depth: 35.1 ft, Elevation: 2294.9 ft								

Water Level Observations		☐ During Drilling: Not Encountered ☐ After Drilling:	Remarks:
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-N-04

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050 Hammer: Auto		Boring Location N: 1458298 ft Coordinates E: 396570 ft				Station: 146 + 65 Offset: 10 ft L					
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2329.0 ft			
Date Started: 9/20/06				Date Finished: 9/20/06		Drilling Fluid: None		Location Source: Handheld GPS, Uncorrected				Elevation Source: Estimate/Plans			
Driller: S. Johnson Logger: B. Collins				Notes:						PLS TRS-QQ: 27N 34W 26 - DA Abandonment: Backfilled with Cuttings					

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
							Asphalt.								Hollow stem augers with bullet bit.
							FILL, Silty GRAVEL with sand (GM), moist, brown, fine to coarse grained, subangular to subrounded, [A-2].	1.6 2327.4							
							LIMESTONE, black, hard field hardness. Very close fractures with seams of white granite.	3.0 2326.0							
5 2324.0			60		5 - 13 - 13				3	23	17				Switched to HQ3 coring with surface set bit and water.
10 2319.0															
15 2314.0															
20 2309.0															
25 2304.0															
30 2299.0													1197 2115	162 161	
													1064	163	

Water Level Observations						☐ During Drilling: Not Encountered ☐ After Drilling:		Remarks:
End of Drilling:								

(2) MDT LOG OF BORING - MDT, 2016+ WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-N-04

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050	Boring Location N: 1458298 ft	Station: 146 + 65
		Hammer: Auto	Coordinates E: 396570 ft	Offset: 10 ft L
Project Number: STPP 6-1(112)5	UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2329.0 ft
Date Started: 9/20/06	Date Finished: 9/20/06	Drilling Fluid: None	Location Source: Handheld GPS, Uncorrected	Elevation Source: Estimate/Plans
Driller: S. Johnson		Notes:		PLS TRS-QQ: 27N 34W 26 - DA
Logger: B. Collins		Abandonment: Backfilled with Cuttings		

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
Elev. (ft)								Elev. (ft)							
35			95	40									2568	166	
2294.0													305	167	
40			100	20											
2289.0															
45			90	0									6785	166	
2284.0			100	58											

Boring Depth: 45.0 ft, Elevation: 2284.0 ft

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ

Water Level Observations		☐ During Drilling: Not Encountered ☐ After Drilling:	Remarks:
☐ End of Drilling:			



LOG OF BORING

Boring 5992-N-05

Sheet 1 of 1

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050	Boring Location N: 1458302 ft	Station: 145 + 80
Project Number: STPP 6-1(112)5		Hammer: Auto	Coordinates E: 396489 ft	Offset: 10 ft L
UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2325.5 ft	
Date Started: 9/25/06	Date Finished: 9/26/06	Datum: NAD83	Elevation Source: Estimate/Plans	
Driller: S. Johnson	Notes:		PLS TRS-QQ: 27N 34W 26 - DA	
Logger: B. Collins			Abandonment: Backfilled with Cuttings	

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
5 2320.5			40		3 - 6 - 8		Asphalt. FILL, Silty GRAVEL with sand (GM), stiff to hard, moist, brown, fine to coarse grained, subangular to subrounded, [A-2].	0.7 2324.8							Hollow stem augers with bullet bit.
10 2315.5			100		7 - 12 - 10		Lean CLAY (CL), stiff to hard, moist, brown to dark gray, [A-6].	4.0 2321.5	7	30	19				Some reaction to HCL.
15 2310.5			100		13 - 19 - 22			7							
20 2305.5			100		12 - 49 - 38		LIMESTONE, dark gray, soft field hardness. Highly weathered.	20.0 2305.5	3						End of Day 9-26-06 Last sample was dry but water seeped into hole overnight.
25 2300.5			100		31 - 50/0.4ft			3							
30 2295.5			100		50/0.4ft			2							
Boring Depth: 30.4 ft, Elevation: 2295.1 ft															

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ

Water Level Observations		During Drilling: Not Encountered	Remarks: Caved in.
End of Drilling: 30.4 ft (2295.1 ft), Augers In	After Drilling: Not Encountered		



LOG OF BORING

Boring 5992-N-06

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050 Hammer: Auto		Boring Location N: 1458303 ft Coordinates E: 396411 ft				Station: 145 + 05 Offset: 10 ft L					
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2322.0 ft			
Date Started: 9/26/06				Date Finished: 9/26/06		Drilling Fluid: None		Location Source: Handheld GPS, Uncorrected				Elevation Source: Estimate/Plans			
Driller: S. Johnson Logger: B. Collins				Notes:								PLS TRS-QQ: 27N 34W 26 - DA Abandonment: Backfilled with Cuttings			

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
							Asphalt.	0.6							Hollow stem augers with bullet bit.
							FILL, Silty GRAVEL with sand (GM), moist, brown, fine to coarse grained, subrounded to subangular, [A-2].	2.0							
							Silty CLAY (CL-ML), medium stiff, moist, brown, [A-4].								Severe reaction to HCL.
5 2317.0			90		3 - 4 - 3				11	29	23				
10 2312.0			100		3 - 4 - 4				16	29	23				
15 2307.0			80		3 - 5 - 3				14						
20 2302.0			80						8	27	16				
							Lean CLAY (CL), stiff, moist, dark gray, [A-6].	21.5							Severe reaction to HCL.
25 2297.0			100		2 - 4 - 6				10	26	16				
30 2292.0															

Water Level Observations		☐ During Drilling: 39.5 ft (2282.5 ft)	Remarks: Caved in.
End of Drilling: 38.5 ft (2283.5 ft), Augers In		☐ After Drilling: . Augers Out	

(2) MDT LOG OF BORING - MDT, 2016+ WELL V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ



LOG OF BORING

Boring 5992-N-06

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050	Boring Location N: 1458303 ft	Station: 145 + 05
		Hammer: Auto	Coordinates E: 396411 ft	Offset: 10 ft L
Project Number: STPP 6-1(112)5	UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2322.0 ft
		Datum: NAD83		
Date Started: 9/26/06	Date Finished: 9/26/06	Drilling Fluid: None	Location Source: Handheld GPS, Uncorrected	Elevation Source: Estimate/Plans
Driller: S. Johnson		Notes:		PLS TRS-QQ: 27N 34W 26 - DA
Logger: B. Collins		Abandonment: Backfilled with Cuttings		

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
35 2287.0			100		3 - 5 - 8				10	26	16				
40 2282.0			100		9 - 31 - 50		SHALE, dark gray, very soft to very soft field hardness.	35.0 2287.0	5						
			100		15 - 45 - 38		Wet.	41.5 2280.5	11						

Boring Depth: 41.5 ft, Elevation: 2280.5 ft

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ

Water Level Observations		During Drilling: 39.5 ft (2282.5 ft) After Drilling: . Augers Out	Remarks: Caved in.
End of Drilling: 38.5 ft (2283.5 ft), Augers In			



LOG OF BORING

Boring 5992-N-07

Sheet 1 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CME 1050 Hammer: Auto		Boring Location N: 1458277 ft E: 396627 ft				Station: 147 + 20 Offset: 10 ft R			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2331.0 ft	
Date Started: 9/21/06		Date Finished: 9/21/06		Drilling Fluid: None		Location Source: Handheld GPS, Uncorrected				Elevation Source: Estimate/Plans			
Driller: S. Johnson Logger: B. Collins				Notes:				PLS TRS-QQ: 27N 34W 26 - DA Abandonment: Backfilled with Cuttings					

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
5 2326.0			70		4 - 4 - 6		Asphalt.	2							Hollow stem augers with bullet bit.
10 2321.0			15		3 - 2 - 1		FILL, Clayey GRAVEL (GC), very loose, moist, brown, fine to coarse grained, subangular to subrounded, [A-2]. Occasional cobbles.	6.0 2325.0						9	
15 2316.0			5		1 - 3 - 8		Lean CLAY (CL), very stiff to medium stiff, moist, blue to green, [A-6]. Residual SHALE. Occasional gravel inclusion.	14.0 2317.0						11	
20 2311.0			40		6 - 10 - 13									6	
25 2306.0			100		2 - 2 - 3			19 13	32	19					Switched to HQ3 coring with surface set bit and water.
30 2301.0			85	0			Limestone fragments.								
							LIMESTONE, dark gray, hard field hardness. Occasional joints filled with frequent clayey seams and layers <0.1 ft thick.	29.0 2302.0							

Water Level Observations				☐ During Drilling: Not Encountered ☐ After Drilling:		Remarks:
☒ End of Drilling:						

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-N-07

Sheet 2 of 2

Project: D-1 Culvert Study, Noxon Slide, 2015+		Rig: CME 1050	Boring Location N: 1458277 ft	Station: 147 + 20
		Hammer: Auto	Coordinates E: 396627 ft	Offset: 10 ft R
Project Number: STPP 6-1(112)5	UPN: 5992	Boring Diameter: 8"	System: MT S.P. (E)	Ground Elevation: 2331.0 ft
Date Started: 9/21/06	Date Finished: 9/21/06	Drilling Fluid: None	Location Source: Handheld GPS, Uncorrected	Elevation Source: Estimate/Plans
Driller: S. Johnson		Notes:		PLS TRS-QQ: 27N 34W 26 - DA
Logger: B. Collins		Abandonment: Backfilled with Cuttings		

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
35 2296.0			80	30			Coal seam.						21294	164	Lost circulation.
40 2291.0			100	15			Fat CLAY (CH), moist, dark gray, [A-7]. Shale material present.	38.0 2293.0	20						
							LIMESTONE, dark gray, hard field hardness. Very close to close fractures with frequent white quartz seams.	40.5 2290.5					6423	168	
								44.0 2287.0							

Boring Depth: 44.0 ft, Elevation: 2287.0 ft

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992_2015.GPJ

Water Level Observations		☐ During Drilling: Not Encountered ☐ After Drilling:	Remarks:
☒ End of Drilling:			



LOG OF BORING

Boring 5992-N-18

Sheet 1 of 3

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CS 2000		Boring Location N: 1458310.1 ft				Station: 146 + 57	
				Hammer: Auto		Coordinates E: 396563.7 ft				Offset: 24 ft L	
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"/3.5"				System: MT S.P. (E)	
						Datum: NAD83				Ground Elevation: 2326.9 ft	
Date Started: 9/24/15			Date Finished: 10/14/15			Drilling Fluid: Polymer			Location Source: Surveyed		
									Elevation Source: Surveyed		
Driller: I. Boyd				Notes:				PLS TRS-QQ: 27N 34W 26 - DB			
Logger: Boundy/Kluth								Abandonment: N/A			

Depth (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
5							Clayey GRAVEL with sand (GC), loose, moist, brown, subangular, [A-2].	6.0							Hollow stem augers with bullet bit. Set and grouted inclinometer casing to 155'. Installed flush-mount cover. Valve and grout to 153'. Read inclinometer from 152'.
2321.9			10		3 - 3 - 2		Poorly-Graded GRAVEL with sand (GP), dense, dry, subrounded to angular, [A-1]. With cobbles.	2320.9							
10			0		50/0.1ft		LIMESTONE, gray, moderately hard field hardness.	10.0							
2316.9								2316.9							
15			0		50/0.2ft										Switched to HQ3 coring with impregnated bit and water.
2311.9															
20			0		50/0.1ft										
2306.9															
25							Close (2-12 in) to moderately close (1-3 ft), shallow (5-35 deg) to vertical (85-95 deg) fractures. Irregular fracture planes. Very thinly interbedded shale in fractures. Frequent calcite clasts.								
2301.9			95												
30															
2296.9															
35															
2291.9															
40															
2286.9															
45															
2281.9															
50															
2276.9															
55															
2271.9							SHALE, gray, very soft to soft field hardness. Sheared; non-uniform, irregular fissility planes. Very close to close, shallow to moderately dipping (35-55 deg) fractures.	53.8							
2266.9			48					2273.1							

Water Level Observations		☐ During Drilling: Not Encountered ☒ After Drilling:	Remarks: Water not encountered prior to coring operations.
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-N-18

Sheet 2 of 3

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CS 2000 Hammer: Auto		Boring Location N: 1458310.1 ft E: 396563.7 ft				Station: 146 + 57 Offset: 24 ft L			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"/3.5"		System: MT S.P. (E) Datum: NAD83				Ground Elevation: 2326.9 ft	
Date Started: 9/24/15		Date Finished: 10/14/15		Drilling Fluid: Polymer		Location Source: Surveyed				Elevation Source: Surveyed			
Driller: I. Boyd				Notes:				PLS TRS-QQ: 27N 34W 26 - DB					
Logger: Boundy/Kluth								Abandonment: N/A					

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
65 2261.9				81			Soft, gray clay layer from 55.7' - 56.4'. SHAPE, continued.								
70 2256.9				100			Soft, gray clay layer from 65.1' - 65.3'.								
75 2251.9				100			Gray to dark gray from 68.0' - 73.0'. Steep fractures from 69.4' - 72.9'.								
80 2246.9				102									61 99	139 140	
85 2241.9				103			Moderately close fractures. Steep fracture at 82.4'.						82 47 63	142 136 144	
90 2236.9				102											
95 2231.9				100									27 24	133 137	
100 2226.9				93			Moderately hard, gray limestone interbed from 100.1'-100.7'. Gray to dark gray from 103.3' - 107.1'.						188 76	142 138	
105 2221.9				100											
110 2216.9				87			Soft, gray clay layer from 111.3' - 111.5'.								
115 2211.9							Soft, gray clay layer from 115.0' - 115.5'.								
120 2206.9				60											

Water Level Observations		☐ During Drilling: Not Encountered ☒ After Drilling:	Remarks: Water not encountered prior to coring operations.
☒ End of Drilling:			

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ



LOG OF BORING

Boring 5992-N-18

Sheet 3 of 3

Project: D-1 Culvert Study, Noxon Slide, 2015+				Rig: CS 2000		Boring Location N: 1458310.1 ft				Station: 146 + 57			
				Hammer: Auto		Coordinates E: 396563.7 ft				Offset: 24 ft L			
Project Number: STPP 6-1(112)5				UPN: 5992		Boring Diameter: 8"/3.5"		System: MT S.P. (E)				Ground Elevation: 2326.9 ft	
Date Started: 9/24/15				Date Finished: 10/14/15		Drilling Fluid: Polymer		Location Source: Surveyed				Elevation Source: Surveyed	
Driller: I. Boyd				Notes:				PLS TRS-QQ: 27N 34W 26 - DB					
Logger: Boundy/Kluth								Abandonment: N/A					

Depth (ft) Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft) Elev. (ft)	MC (%)	LL	PL	-200 (%)	Qu (psi)	DD (pcf)	Remarks and Other Tests
125 2201.9			100				SHALE, continued. Soft to medium field hardness. Close to moderately close fractures.						120 75	140 138	
130 2196.9			87				Completely fractured from 125.0' - 126.2'. Close, steep fractures from 126.2' - 128.7'.								
135 2191.9			102				Moderately hard, gray limestone interbed from 130.0' - 131.3.						98	143	
140 2186.9			102				Soft, gray clay layer from 135.0' - 135.3'. Steep fractures from 136.2' - 136.7'.						54 51	142 144	
145 2181.9			102				Moderately hard, gray limestone interbed from 140.4' - 141.6'. Steep fracture at 140.8'. Steep fracture at 144.2'.								
150 2176.9			102												
155 2171.9								155.0 2171.9							

Boring Depth: 155.0 ft, Elevation: 2171.9 ft

Water Level Observations			☐ During Drilling: Not Encountered ☒ After Drilling:	Remarks: Water not encountered prior to coring operations.
☒ End of Drilling:				

(2) MDT LOG OF BORING - MDT, 2016+WELL, V1, GDT - 7/13/26 11:26 - W:\PROJECTS\2014+PROJECTS\5992 2015.GPJ

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.06-25-2026]	12 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 Nozzleman; 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
Group 2.....	\$ 38.00	14.05
Group 3.....	\$ 39.27	14.05
Group 4.....	\$ 40.60	14.05
Group 5.....	\$ 41.85	14.05
Group 6.....	\$ 43.20	14.05
Group 7.....	\$ 46.15	14.05

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 Batchers; 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, Sheepfoot (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.

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END OF GENERAL DECISION"

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

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

- 1) No change, which has a direct effect on the Railroad, will be made to construction plans without submitting revised plans and receiving approval from the Railroad. Work covered by the plans, that requires flagging, will be covered by the Railroad/Highway Agreement. For work that is a result of the contractor's discretion, flagging protection will be required when equipment crosses or is working within 25 feet (7.62 meters) of center of any live track. When deemed necessary by local Railroad officers, a flagman may be required at all times while working on Railroad right-of-way in high density rail traffic area.
- 2) Crossing of any Railroad tracks must be done at approved locations and must be full depth timber, rubber, etc. Any equipment with steel wheels, lugs or tracks must not cross steel rails without the use of rubber tires or other approved protection. This shall apply specifically to, but not be limited to, access for Contractor furnished gravel, borrow or waste sites. The Contractor will be required to obtain a permit from the Railroad, and comply with any provisions thereof, before using any private Railroad crossings. All track crossing locations must be covered by a Private Roadway and Crossing Agreement. This does not apply to any public crossing.
- 3) Costs of flagging or planking protection of the tracks, which are a direct result of the planned construction, will be paid for by the State. Costs of flagging, planking for protection of the tracks, installation of new crossings or other work caused by the Contractor's discretion, will be paid by the Contractor.
- 4) When work to be performed by the Contractor is not covered in the Railroad/Highway agreement, the Contractor must furnish a plan to the Railroad for approval showing details as to how any work that may affect the Railroad will be accomplished.
- 5) Storing of construction materials or any other material, including dirt, sand, etc., within the Railroad right-of-way, will not be allowed unless covered by an easement, construction permit, or Contractor's permit/lease.
- 6) Construction within 25 feet (7.62 meters) of the center of any track not covered by the Railroad/Highway agreement will require plan approval and authorization by the Railroad Superintendent Maintenance and Engineering. This includes, but is not limited to, any excavation, slope work and driving of sheet piling.
- 7) No vehicles, equipment or machines shall be parked or stored unattended within 25 feet (7.62 meters) of any track, on railroad right-of-way, without specific written approval of the Railroad.
- 8) When any work is to be performed on Railroad property by the Contractor that is not shown in the construction plans, the Contractor must submit a detailed plan of the work to the Railroad for their approval.

CONTRACTOR'S ACKNOWLEDGMENT:

WORK SITE LOCATION:

Company

Town

By: _____
Name

State

Title

Project #

Date

Rev. 01/01/04

FHWA-1273 – Revised June 25, 2026

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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.

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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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 IV, 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 repurchase costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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](#).

IV. 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.

* \$33 as of January 15, 2025 (See 90 FR 1859) 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 III 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.

V. 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 this section 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 this section 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 longstanding 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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 to 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.

* * * * *

X. 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.

XI. 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** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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

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.

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 40 U.S.C. 14501 allow the contracting
agency to provide a contractual preference for the use of
mineral resource materials native to the Appalachian region.

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.