

**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):

NH 102-1(10)7
NH 102-1(14)3

57TH Street – Great Falls
Black Eagle NHS Routes – GF

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.24R26
EM:ST:10241000ADV

SPECIAL PROVISIONS

CONTRACT NO. 24R26

MONTANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: 24R26

PROJECT: NH 102-1(14)3 10316014000 BLACK EAGLE NHS ROUTES - GF
NH 102-1(10)7 10241010000 57TH STREET - GREAT FALLS

SECTION: 0001 - GF MILL & OVERLAY (TIED)

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0010	104030010	MISCELLANEOUS WORK	UNIT	20,000.00
0020	105070000	CONTRACTOR SURVEY AND LAYOUT	LS	1.00
0030	109200005	MOBILIZATION	LS	1.00
0040	203030117	EXPLORATORY EXCAVATION	HOURL	20.00
0050	208010000	BMP ADMINISTRATION-LS	LS	1.00
0060	208010005	PAR BMP ADMINISTRATION-LS	LS	1.00
0070	208010200	TEMPORARY EROSION CONTROL-FIXED	UNIT	500.00
0080	210020170	TEST TRAILER-TRANSPORT, SETUP	MILE	10.00
0090	301020416	SHOULDER GRAVEL	CUYD	575.00
0100	401020045	PLANT MIX SURF-3/4 IN	TON	9,074.00
0110	401020300	HYDRATED LIME	TON	128.00
0120	402020192	ASPHALT BINDER PG 58V-34	TON	454.80
0130	402020315	EMULSIFIED ASPHALT-TACK COAT	GAL	3,885.00
0140	402020375	EMULSIFIED ASPHALT CHFRS-2P	TON	185.10
0150	403010255	CRACK SEALING	LB	341.00
0160	409000000	FINAL SWEEP AND BROOM	CRMI	4.80
0170	409000020	COVER-TYPE 2	SQYD	103,724.00
0180	411010000	COLD MILLING	SQYD	62,800.00
0190	604000100	ADJUST MANHOLE	EACH	3.00
0200	608010020	SIDEWALK-CONCRETE 4 IN	SQYD	43.20
0210	608010113	DECORATIVE CONCRETE - 3 IN	SQYD	4,257.90
0220	608010125	DETEC WARNING DEVICES-TYPE 1	SQYD	2.20
0230	609010030	CURB-CONC MEDIAN TYPE A	LNFT	8,958.00
0240	609010200	CURB AND GUTTER-CONC	LNFT	60.00
0250	609010209	REMOVE MEDIAN CURB	LNFT	8,899.70
0260	610100470	SODDING	SQYD	22.00
0270	610100559	REVEGETATION	LS	1.00
0280	616343914	CONDUIT-PLASTIC 1 1/2 IN	LNFT	8,800.00
0290	616343920	CONDUIT-PLASTIC 2 IN	LNFT	110.00
0300	616343930	CONDUIT-PLASTIC 3 IN	LNFT	110.00

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PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0310	616783008	PULL BOX-COMPOSITE TYPE 3	EACH	3.00
0320	617000000	FOUNDATION-CONCRETE	CUYD	28.00
0330	617123106	CONDUCTOR-COPPER AWG6-600V	LNFT	7,340.00
0340	617123108	CONDUCTOR-COPPER AWG8-600V	LNFT	11,620.00
0350	617123110	CONDUCTOR-COPPER AWG10-600V	LNFT	9,020.00
0360	617183056	STANDARD-STL TYPE 10-A-500-6	EACH	47.00
0370	617303300	HIGH EFFICACY LUMINAIRE LED	EACH	47.00
0380	617333100	SERV ASSEMBLY	EACH	1.00
0390	617513125	SIG TRAF 4 COL 1 W 12-12-12-12	EACH	4.00
0400	617533000	SIG-TRAF-BACKPLATE-REFLECTIVE	EACH	13.00
0410	617553020	SIG-PEDESTRIAN TYPE 2	EACH	10.00
0420	617605040	INSTALL CONTLR/TRAF-ACTUATOR	EACH	1.00
0430	617763500	DETECTOR-RADAR/PRESENCE	EACH	4.00
0440	617763510	DETECTOR-RADAR/ADVANCE	EACH	4.00
0450	617781000	REMOVE AND SALVAGE MISC ELECTRICAL	LS	1.00
0460	617903255	PUSH BUTTON-PEDESTRIAN-TACTILE	EACH	10.00
0470	618030005	TRAFFIC CONTROL DEVICES CB	UNIT	225,000.00
0480	618100001	MOTORCYCLE ADVISORY SIGN	EACH	2.00
0490	619010062	SIGNS-ALUM SHEET INCR XI	SQFT	331.10
0500	619010090	SIGNS-ALUM REFL SHEET XI	SQFT	888.70
0510	619010230	REMOVE SIGN	EACH	56.00
0520	619010240	REMOVE SIGN-GUIDE	EACH	4.00
0530	619010300	POSTS-TUBULAR STEEL	LB	325.00
0540	619010320	POSTS-STEEL STRUCTURAL SIGN	LB	1,203.00
0550	619010340	POSTS-TUBULAR STEEL-SQ-PERF	LB	1,321.00
0560	619010450	POLES-TREATED WOOD 4 IN	EACH	27.00
0570	619010460	POLES-TREATED WOOD 5 IN	EACH	2.00
0580	619010722	FRANG SIGN POST BKWY-S4 X 7.7	EACH	2.00
0590	619010724	FRANG SIGN POST BKWY-S5 X 10	EACH	2.00
0600	619010732	FRANG SIGN POST BKWY-W8 X 24	EACH	2.00
0610	619010742	FRANG SIGN POST BKWY-3.5 IN RD	EACH	3.00
0620	619010770	SQ TUBLR SLIP BASE BKWY-3 IN	EACH	16.00
0630	619010800	PANEL DELINEATOR DESIGN A	EACH	6.00
0640	619011090	DELINEATOR TYPE 1	EACH	50.00
0650	619011180	DELINEATOR-FLEX SURF MTD YLW	EACH	13.00
0660	620010301	CURB MARKING-YELLOW EPOXY	GAL	93.00

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SECTION: 0001 - GF MILL & OVERLAY (TIED)

PROP LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY
0670	620011105	WORDS AND SYMBOLS-WHITE PAINT	GAL	20.00
0680	620011110	WORDS AND SYMBOLS-YELLOW PAINT	GAL	25.00
0690	620011260	WORDS AND SYMBOLS-WHITE EPOXY	GAL	38.00
0700	620011265	WORDS AND SYMBOLS-YELLOW EPOXY	GAL	32.00
0710	620012955	TEMPORARY STRIPING	LNFT	40,584.00
0720	620013000	STRIPING-WHITE PAINT	GAL	258.00
0730	620013960	STRIPING-WHITE EPOXY	GAL	256.00
0740	620013970	STRIPE GROOVING	LNFT	25,541.00
0750	620013975	STRIPE GROOVING	SQFT	508.00
0760	620014000	STRIPING-YELLOW PAINT	GAL	124.00
0770	620014960	STRIPING-YELLOW EPOXY	GAL	138.00

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SECTION II

Nondiscrimination Notice

SECTION III

Standard Provisions & Requirements

SPECIAL PROVISIONS
FEDERAL AID PROJECT NO(S). NH 102-1(10)7 & NH 102-1(14)3
 (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]
NH 102-1(10)7

Mill and overlay, asphalt paving, raised median replacement with geometric improvements, and lighting installation on US-87 Bypass (N-102) 57th St. in Great Falls in Cascade County. The project begins south of the intersection of 57th St. and 2nd Avenue N (RP 7.5) and extends approximately 0.91 miles south to the intersection with 10th Avenue S (RP 8.4).

NH 102-1(14)3

Cold milling, plant mix overlay, seal and cover, and signing on Old Havre Highway from just north of Smelter Ave to the US 87 intersection, including new curb ramps at 25th Ave NE. Crack seal, seal and cover, and signing on River Drive from 15th St to 38th St North in Great Falls in Cascade County.

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 40 Working Days. The NTP will be issued with an effective date of May 3, 2027.

3. 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)

4. 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](#)

5. 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.

6. CONTRACTOR SURVEYING AND LAYOUT [105] (REVISED 7-10-14)

Furnish Contractor Survey and Layout in accordance with Subsection 105.08.2.

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

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

8. STEEL PRICE ADJUSTMENT [106] (REVISED 11-13-25)

In accordance with Subsection 106.09.1, the base price per pound of steel for this contract is: \$1.15.

9. 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.

10. RAILROAD COORDINATION AND FLAGGING [107] (REVISED 04-25-24 M) [NH 102-1(14)3]

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#	098910U
RR Mile Post	115.61
RR Subdivision	Fort Benton Sub
RR Line Segment	353
Cost of Work on RR RW	\$2,500

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.

11. 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.

12. PROTECTION OF STORM WATER DRAINAGE SYSTEM AND COMPLIANCE WITH LOCAL PERMIT REQUIREMENTS [208] (REVISED 11-14-24M)

This project is located within an area designated by the Montana Department of Environmental Quality (DEQ) as a regulated MS4. Contact the City of Great Falls Public Works - Engineering, PO Box 5021, 1005 25th Ave NE, Great Falls, MT, 59403, phone 406-727-8390 and Cascade County Public Works - Planning, 279 Vaughn South Frontage Road, Great Falls, MT 59404, phone 406-454-6919 to determine if additional requirements are in place for construction storm water discharges that would affect this project.

Review Subsection 208.03.1(C) for more information.

13. STORM WATER PERMITTING REQUIREMENTS UNDER THE MT POLLUTANT DISCHARGE ELIMINATION SYSTEM (MPDES) [208] (REVISED 8-10-23)

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

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

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

C. Construction Requirements.

1) MPDES Permit Required.

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

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

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

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

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

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

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

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

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

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

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

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

2) MPDES Permit not Required.

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

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

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

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

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

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

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

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

15. PROTECTION OF AQUATIC RESOURCES [208] [NH 102-1(10)7]

A. Description. Aquatic resources are protected under federal, state, and tribal laws and regulations including but not limited to the Clean Water Act and the Stream Protection Act. The following approximate location(s) have been identified as apparent aquatic resources in the project limits:

1) RP 7.90-7.95, Wetlands, East

Additional aquatic resources may be present within the project limits. Coordinate with the Project Manager to identify these areas in the field.

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

1) Conduct work in a manner that avoids impacts to aquatic resources in accordance with Subsection 208.03.2. Prevent all material from entering aquatic resources.

2) Submit a 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.

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

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- a) A stable physical barrier that prevents 100% of material from entering aquatic resource areas.
- b) Modified sweeping and brooming methods.
- c) Pickup and dispose of millings and/or chips. Millings must be treated as a solid waste.
- 4) Remove and dispose of any physical BMPs upon completion of the project work.
- C. Measurement. Work and materials to protect aquatic resources is measured by the lump sum.
- D. Basis of Payment. Include the costs to install, maintain, and remove BMPs associated with work described in this special provision in the contract unit price for PAR BMP ADMINISTRATION – Lump Sum.

16. PETROLEUM CONTAMINATED SOIL – HIGHWAY SPILLS [NH 102-1(14)3]

A. Description. Petroleum-contaminated soils may exist in areas where highway spills have occurred at the intersection of River Drive N and 25th St N (CVID 22317) and approximately RP 1.3 (CVID 19190), within the project corridor. The spills are closed and have been remediated, however, potential for residual contamination remains. CVID 22317 was a spill of 250-gallons of road oil and CVID 19190 was a spill of 30-gallons of diesel fuel. Petroleum contaminated soils may exist at the surface and into the underlying shallow soils. Petroleum contaminated soil is recognized by a strong petroleum odor and dark staining of soil.

B. Materials. Reserved

C. Construction Requirements. Notify Project Manager and MDT Environmental Services if petroleum contaminated soil is encountered. Upon approval from the Department, remove visibly stained and odorous material and dispose of at a license landfill accepting such waste. Keep out of water.

D. Measurement and Payment. Transport and disposal of the contaminated soil is measured by the unit of contaminated soil for the work performed as directed in writing by the Engineer. Such payment will be in full compensation for all resources necessary to complete this item of work and in accordance with Standard Specification 109.04.1

17. PETROLEUM CONTAMINATED SOIL [NH 102-1(14)3]

A. Description. Petroleum contamination in soil and groundwater may be present in the area of the project between Smelter Ave and 25th Ave NE, due to multiple open Department of Environmental Quality Leaking Underground Storage Tank (LUST) sites #5242, 3262, 1855. Petroleum-contaminated soils may be encountered if deep excavations are needed to conduct the scope of work. Petroleum contaminated soil is generally recognized by a petroleum odor and/or gray or black staining of the native material or fill and can be confirmed by the presence of a hydrocarbon odor, field screening or laboratory analysis.

B. Materials. Reserved

C. Construction Requirements. Notify Project Manager and MDT Environmental Services if petroleum contaminated soil is encountered. Upon approval from the Department, remove visibly stained and odorous material and dispose of at a license landfill accepting such waste. Keep out of water.

D. Measurement and Payment. Transport and disposal of the contaminated soil is measured by the unit of contaminated soil for the work performed as directed in writing by the Engineer. Such payment will be in full compensation for all resources necessary to complete this item of work and in accordance with Standard Specification 109.04.1

18. PROTECTION OF PHILLIPS 66 FACILITY [NH 102-1(10)7]

A. Description. Protect in-place Yellowstone Pipe Line 6 inch nominal diameter petroleum pipeline between Sta. 64+80 and Sta. 110+81 project right.

B. Construction Requirements. Contact Phillips 66 as soon as possible after award and at least 10 days before construction activities to coordinate a plan to work near the pipeline, including equipment to be used in the vicinity of the pipeline. Contact Phillips 66 72 hours prior to any construction activity changes that may occur from the original coordination meeting. Phillips 66 will have a representative on site. The Project Manager has the authority to shut down the construction activities in the area if the situation is deemed an emergency by the utility company representative.

Phillips 66 primary contact information:

Russel Fox
 Pipeliner/Operator Great
 Falls Terminal
russel.fox@p66.com
 Office: 406-452-0801 Ext. 2
 Mobile: 406-788-1560
 1401 52nd ST. N.
 Great Falls MT 59405

Phillips 66 alternate contact information:

James Nickles Operations
 Engineer – North Region
james.t.nickles@p66.com
 Office: 406-255-5747
 Mobile: 918-883-2209
 2626 Lillian Ave
 Billings MT 59101

Mike Codd
 Advisor / RES Specialist
mike.p.codd@p66.com
 Mobile: 314-210-6382
 2626 Lillian Ave
 Billings MT 59101

Aaron Hill
aaron.hill@p66.com

Do not use vibratory compaction equipment within four vertical feet of the top of conduit and twenty-five horizontally on either side of the existing pipeline facility.

Accomplish excavation and embankment activities over and near the pipeline facility in such a manner as to avoid any disturbance to the facility. Do not operate construction equipment over any gas facility before approval of the utility company representative.

Include the cost of work under this provision in the cost of other items.

Under no circumstances will a delay in relocating utility facilities be considered justification for additional compensation.

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

19. PROTECTION OF NORTHWESTERN ENERGY FACILITY [NH 102-1(10)7]

A. Description:

1) Protect in-place NorthWestern Energy 4-inch steel gas main facility adjacent to 57th Street at 67+99 and 69+92 project left during installation of luminaire bases and conduit.

B. Construction Requirements:

1) After proposed light pole bases are staked at the said locations, use a vacuum truck to determine actual depth of the buried facility where excavation activities are planned within a 15 foot radius of the gas facility.

a) Prior to ordering any electrical materials, complete the exploratory excavation, submit the results to the Project Manager for review in accordance with Subsection 105.02 and obtain the Project Manager's written approval of the proposed electrical installation.

b) The project manager has the authority to shut down the construction activities in the area if the situation is deemed an emergency by the utility company representative.

- c) NorthWestern Energy contact information:
Taylor Davis
Superintendent Construction - Great Falls Division
Taylor.davis@northwestern.com
Office: 406-454-7143
Cell: 406-799-0255
1 1st Ave S
Great Falls, MT 59401

2) Construction activities over and near the gas facility must be accomplished in such a manner as to avoid any disturbance to the facility. Do not operate construction equipment near any unprotected gas facility or before approval of the inspector.

3) If the facility is exposed and needs adjusting to relieve any conflict, NorthWestern Energy will work with the contractor and the department to resolve any issues.

C. Method of Measurement.

Measurement will be one hour-for-one hour of locating work done regardless of the number of personnel and amount of equipment required to do the work.

D. 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. Include all costs for equipment, labor, and material necessary to expose existing facilities and backfill holes. No additional payment for delays to other contract work will be allowed due to performance of this work. Payment for the completed and accepted quantities is made under the following:

Pay Item	Pay Unit
Exploratory Excavation	hour

20. PROTECTION OF CITY OF GREAT FALLS FACILITY [NH 102-1(10)7]

A. Description.

1) Protect in-place City of Great Falls existing 16 inch diameter municipal water line adjacent to 57th Street at 67+99 and 69+92 project left during installation of luminaire bases and conduit.

B. Construction Requirements.

1) Use a Vacuum truck to determine actual depth of the buried facility at appropriate locations prior to any luminaire installation activities in the vicinity of the water facility.

a) The project manager has the authority to shut down the construction activities in the area if the situation is deemed an emergency by the utility company representative.

b) City of Great Falls contact information:

Calob Marquis
Civil Engineering Project Manager
Office: 406-455-8129
Cell: 406-781-9446
1025 25th Ave NE
Great Falls, MT 59404

2) Construction activities over and near the water facility must be accomplished in such a manner as to avoid any disturbance to the facility. Do not operate construction equipment near any unprotected water facility or before approval of the inspector.

3) If the facility is exposed and needs adjusting to relieve any conflict, The City of Great Falls will work with the contractor and the department to resolve any issues.

C. Method of Measurement.

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Measurement will be one hour-for-one hour of locating work done regardless of the number of personnel and amount of equipment required to do the work.

D. 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. Include all costs for equipment, labor, and material necessary to expose existing facilities and backfill holes. No additional payment for delays to other contract work will be allowed due to performance of this work. Payment for the completed and accepted quantities is made under the following:

Pay Item	Pay Unit
Exploratory Excavation	hour

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

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

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

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

[MDT E-Ticket Portal](#)

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

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

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

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

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

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

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

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

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	
113+90 (57th Street)	65+70 (57th Street)	I
13+92 (10th St N)	25+62 (10th St N)	III
25+62 (10th St N)	54+30 (10th St N)	I

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23. DISPOSAL OF COLD MILLINGS [411] [NH 102-1(10)7]

- A. Description. This work consists of salvaging, hauling, and stockpiling milled asphalt pavement to specified sites.
- B. Construction Requirements.
 - 1) Contact the listed contact person(s) to coordinate the location and delivery two weeks prior to transporting the millings.
 - 2) An estimated 8,000 loose cubic yards of millings will be produced by milling 6,134 cubic yards of in-place asphalt pavement. The contractor has exclusive rights to use the milled materials for Recycled Asphalt Pavement (RAP) on this project or on projects that are tied to this project, in accordance with Subsections 301.03.4, 301.03.6 and 401.02.5. Possible RAP use is estimated at 1,800 loose cubic yards.
 - 3) Transport and unload any cold millings not reused in the project in the following order of priority.
 - a) 2,000 loose cubic yards to the MDT Maintenance Yard at 65 57th Street N. in Great Falls. Place material in windrows. MDT forces will stack the material. Contact MDT Maintenance Superintendent Reef Mills at (406) 751-5944.
 - b) 3,000 loose cubic yards to the City of Great Falls Public Works Complex at 1025 25th Ave NE. Place material in windrows. City forces will stack the material. Contact Street/Traffic Superintendent Dan Palagi at (406) 781-8987. If the Superintendent cannot be reached contact Street/Traffic Division Manager Eric Boyd at (406) 781-1745.
 - c) 3,000 loose cubic yards to Cascade County at Cascade County Disaster and Emergency Services, 521 1st Ave NW, Great Falls. Place material in windrows. County forces will stack the material. Contact Road & Bridge Superintendent Rick Schutz at (406) 454-6920.
 - d) Any remainder will be the property of the contractor.
- C. Method of Measurement and Basis of Payment. Hauling, windrowing, transferring, or stockpiling cold milled material will not be measured for payment. Include all costs for the disposal of cold millings in the unit bid price for Cold Milling.

24. MANHOLE AND VALVE BOX ADJUSTMENTS [603] [NH 102-1(14)3]

- A. Description. Adjust manholes and valve boxes.
- B. Materials. Reserved.
- C. Construction Requirements. Completely remove all existing pavement around the appurtenances to the depth of the cold milling. Reset appurtenances flush with top of new asphalt surfacing.
- D. Method of Measurement. Per each manhole or valve box adjusted
- E. Basis of Payment. Payment for the completed and accepted quantities is made per each manhole adjusted and each valve box adjusted. If the contractor elects to lower manholes and valve boxes in the roadway prior to cold milling and raise them back to original elevation after the overlay, there is no additional measurement or payment considered for the item.

Pay Item	Pay Unit
Adjust Manhole	Each
Adjust Valve Box	Each

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

25. DECORATIVE CONCRETE MEDIAN CAP [608] [NH 102-1(10)7]

- A. General. Construct 3" depth pigment-dyed red brick patterned concrete at all raised medians.
- B. Materials.

1) Admixture. Use the proper proportion of admixture for integral color concrete, cure with a colored wax curing membrane and caulk with a color caulk in matching colors all concrete designated as colored in the plans, specifications or special provisions. Use a color-conditioning admixture, single-component, pigmented, water reducing concrete admixture, factory formulated and packaged in cubic yard increments, NOT multiple additives and pigments to be dosed separately into the mix. Color the patterned median concrete brick red.

2) Concrete. Provide Hydraulic Cement Concrete, Class General. Batch, place, finish, cure and caulk in accordance with the manufacturer's recommendation and Section 551.

3) Submittals. Submit color and pattern samples for approval by the Project Manager prior to beginning construction.

C. Construction Requirements. Construct concrete according to Section 551, Hydraulic Cement Concrete. Maximum allowable slope is 12:1. Place expansion joints in accordance with Detailed Drawing No. 609-12, Concrete Median Caps. Broom finish the concrete first and texture in the pattern shown in the plans to a depth of not less than 0.5 in. Align the successive presses in a uniform pattern and note that some variation in lines is required to accommodate curves in the median alignment. Do not cover concrete with plastic sheeting.

D. Method of Measurement. Decorative concrete is measured for payment by the square yard, according to Subsection 551.04. Include the crushed top surfacing used as fill in the medians in the unit bid price per square yard of decorative concrete.

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

Pay Item	Pay Unit
Decorative Concrete – 3in	square yard

26. HIGH EFFICACY LUMINAIRE LED [NH 102-1(10)7]

A. Description. Install luminaires that use light-emitting diodes (LED) as a light source.

B. Materials. Provide luminaires with a die cast aluminum housing and a universal four-bolt slip fitter mount. Provide luminaires utilizing arrayed discreet LEDs - COB (chip-on-board) LEDs will not be accepted. Provide luminaires with a light distribution of type 3. Provide luminaires rated at 17,600 delivered lumens. Provide luminaires having a field adjustable drive current selector with a range of 350 milliamps to 700 milliamps. Specify a drive current setting of 450 mA. Submit Backlight, Uplight, and Glare (BUG) ratings. Provide luminaires that have an uplight rating of U1 or less. Provide luminaires that meet ANSI C136.37 standards for solid state light sources. Provide luminaires with an LED optical assembly that has an ingress protection rating of IP66. Provide luminaires that are photometrically tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures. Use a correlated color temperature (CCT) of 4000 K and a minimum color rendering index (CRI) of 70. Use LEDs that are mercury and lead free. Use LEDs that are tested in accordance with IES LM-80 testing procedures. Use LEDs rated to produce a minimum of 70% intensity at 100,000 hours of life based on IES TM-21 (L70). Submit a TM-21 report for the LEDs. Provide a power supply with a minimum power factor of .90 and a maximum total harmonic distortion (THD) of 20% or less. Provide surge protection with a minimum of ANSI/IEEE C62.41 category C protection. Wire luminaires for 240-volt operation. Provide access to electrical components without the use of tools. Provide luminaires that are UL listed for use in wet locations. Provide a minimum 10-year manufacturers' warranty for the entire luminaire assembly including material, workmanship, photometrics, power supply and LED modules. If more than 10% of the LED's fail within an individual luminaire within the warranty period, the luminaire must be repaired or replaced.

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C. Construction Requirements. Adjust luminaires at night to provide the best roadway lighting distribution. Adjust luminaires so they are level from side to side to limit glare.

D. Method of Measurement and Basis of Payment. Payment is for each LED Luminaire in place and operational, which includes furnishing and installing the LED Luminaire, mounting hardware, and making all necessary electrical connections. Provide any additional equipment required as part of this bid item.

27. SERVICE CONNECTIONS [NH 102-1(10)7]

Construction Requirements. Service connection is required for this project. Notify the Project Manager a minimum of 30 calendar days prior to the installation of the service so that the utility application can be started.

The utility company and their contact information are as follows:

NW Energy	Connor Hilbig (406) 454-7179
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Refer to construction memo ENG 20-01 located here

https://www.mdt.mt.gov/business/contracting/memos/const_memos.shtml for additional information on the Service Application Process.

28. DETECTOR – RADAR /ADVANCE [617] (ADDED 4-03-25) [NH 102-1(10)7]

A. Description. Furnish a RADAR detection system for advance detection of vehicles for traffic signal operation.

B. Materials. Furnish a complete detection system including RADAR advance detector, cabinet interface, and necessary mounting hardware approved or provided by the manufacturer. The cabinet interface must provide communication, power, and surge protection for four (4) detection units. The cabinet interface must provide ethernet connectivity and an SDLC port. Furnish RADAR detection cable as specified and approved by the manufacturer of the RADAR detection equipment.

Furnish a RADAR advance detection system capable of detecting and reporting the presence of vehicles within a detection area of 50 feet to 600 feet from the sensor.

Furnish a detection system that holds a call while a vehicle remains in the detection zone and operates in a temperature range of -40°F to +165°F and maintains accurate performance in all weather and light conditions. Furnish a RADAR advance detection system that provides at least 8 RF channels in order that multiple units can be mounted in the same vicinity without causing interference between them.

Include any additional cable, terminations, jumpers, connectors, and any miscellaneous equipment required to make this a complete and functional system as part of this item.

The RADAR advance detection system is required to have automatic and manual configuration of lanes and zones. The RADAR detection system must include software for saving detector configurations and firmware upgrading.

Ensure that a factory representative of the RADAR detection system manufacturer is present at the traffic signal turn-on to give technical assistance in setting up, checking out, and demonstrating that the system meets functional and operational requirements.

C. Construction Requirements. Mount the RADAR detection units as approved by the manufacturer at the locations shown on the plans. Connect the RADAR detector to the detection cable as approved by the manufacturer and install the RADAR detection cable as a single continuous run from the traffic signal cabinet to each RADAR detector connection. Splicing the RADAR detection cable is not allowed. Seal any wire entrance holes drilled in the signal standard as approved by the Project Manager.

D. Method of Measurement and Basis of Payment. Measurement and payment includes furnishing and installing each RADAR detection sensor, power/communication cable,

mounting hardware, other equipment required in the cabinet, software, and all items necessary for a complete and functional system.

29. DETECTOR – RADAR / PRESENCE [617] (ADDED 4-03-25) [NH 102-1(10)7]

A. Description. Furnish a radar presence detection system to detect vehicles for traffic signal operation.

B. Materials. Furnish a complete detection system including radar presence detector, cabinet interface, and necessary mounting hardware approved or provided by the manufacturer. The cabinet interface must provide communication, power, and surge protection for four (4) detection units. The cabinet interface must provide ethernet connectivity and an SDLC port. Furnish radar detection cable as specified and approved by the manufacturer of the radar detection equipment.

Furnish a radar presence detection system capable of detecting and reporting the presence of vehicles within a 90-degree field of view with a range of 6 feet up to a 140 foot arc from the sensor.

Furnish a detection system that holds a call for presence while a vehicle remains in the detection zone and operates in a temperature range of –40 °F to +165 °F and maintains accurate performance in all weather and light conditions. The radar presence detection system must provide at least 8 RF channels so that multiple units can be mounted in the same vicinity without causing interference between them.

Furnish any additional cable, terminations, jumpers, connectors, and any miscellaneous equipment required to make this a complete and functional system as part of this item.

The radar presence detection system is required to have automatic and manual configuration of lanes, stop bars, and zones. The radar detection system must include software for saving detector configurations and firmware upgrading.

Ensure that a factory representative of the radar detection system manufacturer is present at the traffic signal turn-on to give technical assistance in setting up, checking out, and demonstrating that the system meets functional and operational requirements.

C. Construction Requirements. Mount the radar detection units as approved by the manufacturer at the locations shown on the plans. Connect the radar detector to the detection cable as approved by the manufacturer and install the radar detection cable as a single continuous run from the traffic signal cabinet to each radar detector connection. Splicing the radar detection cable is not allowed. Seal any wire entrance holes drilled in the signal standard as approved by the Project Manager.

D. Method of Measurement and Basis of Payment. Measurement and payment include furnishing and installing each radar detection sensor, power/communication cable, and mounting hardware. Also includes equipment required in the cabinet, software, and all items necessary for a complete and functional system.

30. CONTLR/TRAF-ACTUAT [NH 102-1(10)7]

A. Description. The state will furnish the controller cabinet.

B. Construction Requirements. Transport the controller cabinet from the Department of Transportation building in Helena to the construction site and install it. Give a minimum of five working days advance notice to the Traffic Systems Management and Operations section before arriving to pick up the controller cabinet. Contact Erich Wulfekuhle at 406-444-7246.

The date arranged for the signal turn-on will be mutually agreed to and be as close as possible to the contractors desired turn-on date.

C. Method of Measurement and Basis of Payment. Payment is for each cabinet in place and operational.

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31. PUSH BUTTON/PEDESTRIAN-TACTILE [NH 102-1(10)7]

- A. Description. Furnish new tactile pedestrian push buttons (APS or Accessible Pedestrian Signal).
- B. Construction Requirements. Voice Messaging is required. Furnish the required cable between the pedestrian signal head and the pedestrian push button (Accessible Pedestrian Signal) per manufacturer's recommendation and include as part of this bid item. Refer to Subsection 703.10.1 for more information.
- C. Method of Measurement and Basis of Payment. Payment is for each tactile pedestrian push button (APS or Accessible Pedestrian Signal) installed and operational.

32. SIGNAL HEAD MOUNTING [NH 102-1(10)7]

- A. Construction Requirements. Use Plumbizer mounting hardware where signal heads are attached to mast arms. Attach between top and second display of the signal head.
- B. Method of Measurement and Basis of Payment. This work is included in the Sig Traf item for the associated signal head.

33. REMOVE AND SALVAGE MISC ELECTRICAL [NH 102-1(10)7]

- A. Description. Remove and salvage equipment as indicated in the Plans.
- B. Construction Requirements. Take care not to damage equipment. Securely attach all miscellaneous parts associated with salvaged equipment (e.g., nuts, bolts, washers, caps, hand-hole covers) to the equipment to prevent loss or damage. Dispose of removed wiring, remove and dispose of foundations.
Give two working days advance notice to the Maintenance Superintendent before delivery of salvaged equipment. Deliver removed equipment to the MDT Maintenance yard at 2701 Prospect in Helena. Contact Reef Mills at (406) 454-5891 to pre-arrange date and confirm location to deliver. Neatly place equipment at a prearranged location. Supply personnel and equipment to unload salvaged equipment. MDT personnel will not unload salvaged equipment.
- C. Method of Measurement and Basis of Payment. Payment is lump sum, which includes removing, salvaging, disposal, and delivery to MDT.

34. SERVICE ASSEMBLY [NH 102-1(10)7]

- A. Description. Include photoelectric controls and pressure treated wood post as part of the Service Assembly bid item.
- B. Materials. Provide photoelectric controls and any required mounting hardware. Provide a 6"x6" pressure treated wood post, 10' in length.
- C. Method of Measurement and Basis of Payment. Payment is per each service assembly in place and operational, which includes furnishing and installing the service assembly, wooden post, photo electric controls, and making all necessary electrical connections. Provide additional equipment required as part of this bid item.

35. PAVEMENT MARKINGS GROOVING [620] (REVISED 2/22/24) [NH 102-1(10)7]

- A. Description. This work is grooving the road surface to provide inlaid pavement markings as shown or described in the contract or as directed by the Project Manager.
- B. Materials Requirements. Furnish pavement marking materials meeting the requirements of Section 714.
- C. Construction Requirements.
 - 1) Grooving. Furnish a self-propelled grooving machine equipped with stacked diamond cutting blades to perform the work. Furnish a machine capable of providing uniform depth and alignment. Do not use grinder type heads.
 - a) Provide a groove depth of 120 mils ± 10mils.
 - b) Furnish equipment meeting the following requirements:
 - (1) Capable of cutting the intended groove in a single pass.

- (2) Leaves the groove clean, dry, and ready for pavement marking application.
- (3) Captures dust and debris during grinding operation.
- c) Do not allow debris to enter waterways, storm drains, wetlands, drainages, or other aquatic resources.
- d) Ensure the bottom of the groove is smooth and does not contain ridges between the blades.
- e) When grooving is near a longitudinal joint, ensure the edge of the groove is at least 1 inch from the joint unless directed otherwise by the Project Manager. Stop grinding operations if damage occurs to pavement joints, joint sealant material(s), etc. Repair damaged areas to the satisfaction of the Project Manager. Repair areas at no cost to the Department.
- f) Ensure groove placement/alignment allows the pavement marking to be placed entirely in the bottom of the groove in accordance with the following tolerances:
 - (1) Longitudinal Lines. Provide a grooved area not wider than 1 inch (25mm) and not longer than 5 inches (100mm) past the pavement stripe to be applied in the bottom of the groove.
 - (2) Words and Symbols. Cut grooves for words and symbols so that the marking fits within the grooved area without an excessive border. Provide a grooved area not exceeding 5 inches (125mm) surrounding the letter, word, or symbol, as measured to the nearest point of the pavement marking.
- g) Do not grind or groove bridge decks. Apply all pavement markings on bridge decks to the surface unless otherwise specified in the contract.
- 2) Pavement Marking Application. Align the markings within the grooved area.
 - a) Complete marking application the same day as grooving. If the markings cannot be completed in their entirety the same day, furnish traffic control in accordance with Section 618 at the Contractor's expense.
 - b) Apply pavement markings in accordance with the provisions found elsewhere in the contract.
- D. Measurement and Payment.
 - 1) Linear pavement marking grooves are measured by the linear foot based on a 4-inch (100mm) width for the actual quantity of stripe grooved. Lines wider and narrower than 4 inches (100mm) are converted to the equivalent linear feet of 4-inch (100mm) wide line and paid for at the contract unit price per linear foot of Stripe Grooving.
 - 2) Words and Symbols are measured and paid for at the unit price per square foot of Stripe Grooving.

36. SALVAGE OF SIGNS [NH 102-1(14)3]

- A. Description. The removed street name, guide, and stop signs, along with their corresponding poles, are property of the City of Great Falls. Deliver salvaged signs to the City of Great Falls 1025 25th Ave NE Great Falls, MT 59404. Provide two working days advance notice to Austin Shultz at 406-781-8991 before delivery of salvaged signs
- B. Basis of Payment. Include the cost of salvage and delivery of signs and any equipment incidental to this work in the unit price bid for Remove Signs.

37. TRAFFIC CONTROL – USAF CONVOYS [618] (REVISED 3-25-21)

- A. General. In addition to the MDT Standard and Supplemental Specifications, the MDT Detailed Drawings, and the Manual on Uniform Traffic Control Devices (MUTCD), provide traffic control in the following manner:
 - 1) Expect United States Air Force convoys to travel through the construction zone(s) frequently (up to 3 times per week). Furnish a Traffic Control Plan and sequence of operations that gives priority movement to these convoys, without stopping them at any time. Adjust flagging and construction operations to allow the convoys to move uninhibited through

SPECIAL PROVISIONS

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the work zone. Frontline vehicles for the convoy will contact the flagger a minimum of 30 minutes in advance of the convoy approaching the work zone.

2) Upon receipt of the Contractor's submitted Traffic Control Plan in accordance with subsection 618.03.2, the Project Manager must contact Malmstrom Air Force Base to coordinate convoys through the project. Also contact Malmstrom AFB 48 hours prior to the start of any work activity that stops traffic. Use the following contact information for Malmstrom AFB:

Convoy Ops Branch AFOSI Det 806
Malmstrom AFB, Montana
Tel: (406) 731-2750; (406) 731-2746

3) Individual military vehicles not part of a United States Air Force convoy are exempt from this requirement and can be stopped in traffic queues with the travelling public.

B. Measurement and Payment. Traffic control measurement and payment is made in accordance with Section 618.

38. RSFO REMOVAL [619] (ADDED 8-06-2026)

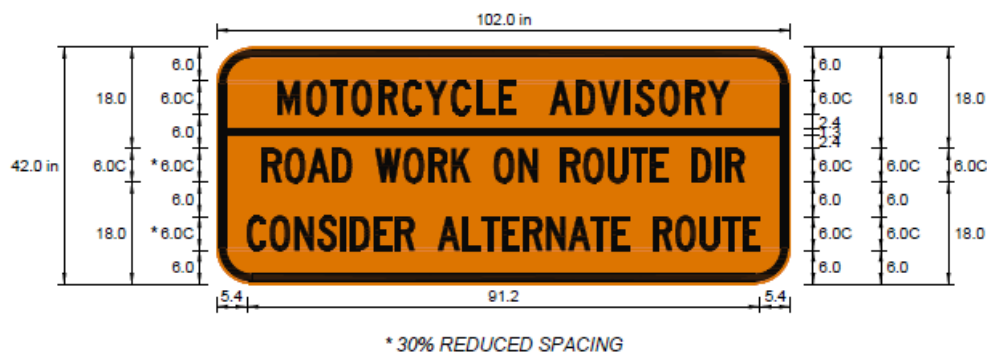
Include the cost of removal in the cost to replace the sign face only.

39. 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.

SPECIAL PROVISIONS

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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

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

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

41. REVEGETATION [NH 102-1(10)7]

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

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

Reclamation Seed Mix			Drill Seeding Rate		
Scientific Name	Common Name	Variety	PLS / sq. ft.	% of Mix	Pounds PLS/ acre
<i>Elymus trachycaulus</i>	Slender wheatgrass	Pryor	6	9	2.0
<i>Pascopyrum smithii</i>	Western wheatgrass	Rosana	15	21	7.0
<i>Festuca ovina</i>	Sheep fescue	Covar	17	23	1.0
<i>Sporobolus cryptandrus</i>	Sand dropseed	VNS	32	47	0.25
GRAND TOTAL			70	100	10.25

C. Construction Requirements.

1) Salvage sufficient quantities of topsoil to place an average 4-inch loose depth over all disturbed areas.

2) Condition and seed in accordance with Subsection 610.03.2. Use a compact drill designed for narrow areas.

3) Areas that are too steep, narrow or otherwise inaccessible to drill seeding equipment can be broadcast seeded at double (20.5 lbs. PLS/acre) the drill seeding rates. Prior to and following broadcast seeding, scarify the areas to incorporate the seed into the upper ¼ to ½ inch of soil.

D. Method of Measurement and Basis of Payment. Topsoil salvage and placement conditioning and seeding are paid for as Lump Sum Revegetation.

END OF SECTION I

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

Federal protected classes

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

State protected classes

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

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

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

(2) Non-discrimination:

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

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

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

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

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

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

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

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

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

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

(7) Pertinent Non-Discrimination Authorities:

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

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

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

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

State

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

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

STANDARD PROVISIONS INDEX

<u>FEDERAL AID PROJECTS</u>	<u>CONTAINS</u>
Federal Wage Rates (Rev. 6-04-2026)	8 Pages
Requirements & Acknowledgement for Working on Railroad R/W	1 Page
Required Contract Provisions Federal-Aid Const. Contracts (FORM FHWA-1273) [Rev.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

PILE BUCKS.....\$ 43.78 17.07

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 Batchter; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer; Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front End Loader 1 CU Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types; Hoist/Tugger, All; Hydra lift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, Other Than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 Tons and Over; Ross Carrier; Rotomill Under 6 Ft; Trenching Machine; Washing/Screening Plant

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

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

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

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

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

TRUCK DRIVER

Group 1.....\$ 31.03 13.83

Group 2.....\$ 39.31 13.83

Group 1: Pilot Car

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

Survey Rate Identifiers

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

davisbaconinfo@dol.gov or

by mail to:

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

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

BCWD-Office@dol.gov or

by mail to:

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

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

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

dba.reconsideration@dol.gov or

by mail to:

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

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

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

Write to:

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

=====

END OF GENERAL DECISION"

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

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

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

CONTRACTOR'S ACKNOWLEDGMENT:

WORK SITE LOCATION:

Company

Town

By: _____
Name

State

Title

Project #

Date

Rev. 01/01/04

FHWA-1273 – Revised 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 procurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/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.

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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.