

PROJECT MANUAL & SPECIFICATIONS



**YELLOWSTONE COUNTY
TA 56(114)
UPN 10433000**

SIDEWALKS - LOCKWOOD



MAY 2025

PROJECT MANUAL & SPECIFICATIONS

YELLOWSTONE COUNTY TA 56(114) UPN 10433000

SIDEWALKS - LOCKWOOD

LOCKWOOD, MONTANA

PREPARED FOR:

Yellowstone County
Board of County Commissioners
316 North 26th Street
Billings, MT 59101

PREPARED BY:

DOWL
222 North 32nd Street, Suite 700
Billings, MT 59101
406-656-6399

APPROVED BY:

Doug Anderson, P.E., PTOE

DOWL Project Manager
Licensed Professional Engineer
State of Montana

MAY 2025

DOWL PROJECT No. 4071.22038.01

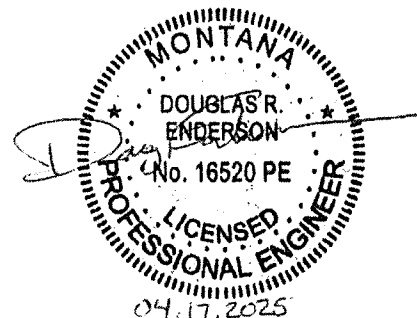


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The specifications for this project include the following two documents, which are incorporated by reference into this project manual. Although they are not printed in this Project Manual, they are still part of these Contract Documents, and the Contractor must comply with any and all such regulations unless modified herein.

<i>Document</i>	<i>Available From</i>
Montana Public Works Standard Specifications (MPWSS) Seventh Edition, April 2021	Montana Contractors Association 1717 11 th Avenue PO Box 4519 Helena, MT 59604 406-442-4162
City of Billings Standard Modifications to MPWSS Sixth Edition, January 2021	City of Billings Public Works Department Engineering Division 2224 Montana Avenue Billings, MT 59101 406-657-8231 – or online at – https://www.billingsmtpublicworks.gov/DocumentCenter/View/105/Standard-Modifications-January-2021-PDF

This Table of Contents includes only those sections printed in this Project Manual.

DIVISION 0 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders
Section 00300	Bid Submittal Package
Section 00430	EJCDC Form C-430 Bid Bond
Section 00500	Agreement Form
Section 00830	FHWA 1273 Form
Section 00840	Montana Prevailing Wage Rates

DIVISION 1 – GENERAL REQUIREMENTS

Section 01030	Special Provisions
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The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the Owner.

Yellowstone County is an Equal Opportunity Employer.

Published on April 25 and May 2, 2025.

Teri Reitz
Yellowstone County Board Clerk
P.O. Box 35000
Billings, MT 59107

Dept: Public Works
Published: April 25, 2025
May 2, 2025

SECTION 00100

INVITATION TO BID

Separate sealed bids for the construction of "Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood" will be received by Commissioners' Office, P.O. Box 35000, Billings, MT 59107, or delivered to the, Commissioners' Office, Room 3101 of the Stillwater Building, 316 North 26th Steet Billings, MT 59101 until 4:00 PM local time on May 12, 2025, and then publicly opened and read aloud at the 9:00 AM Commissioner's Meeting on Tuesday, May 13, 2025.

The project consists of sidewalk installation work described in general by the following:

2037 LF of new 6" concrete sidewalk and associated ADA features between Woodland Road and Rykken Circle and 436 LF of 36" RCP irrigation pipe, valves, manholes, and associated work.

Complete digital project bidding documents are available at [QuestCDN](https://questcdn.com). You may download the digital plan documents for a fee. You may also access them at www.questcdn.com by inputting Quest **Project # 9648604** on the QuestCDN project search page. The plans, specifications and the official plan holders list may be examined through QuestCDN for no charge. In addition, the Drawings and Project Manual may also be examined at www.montanabid.com.

There will be a non-mandatory Pre-Bid Conference at the Commissioner's Conference Room (Room 3107), 316 N 26th Street, Billings, MT 59101, at 2:00 PM on May 6, 2025. Interested Contractors are encouraged to attend.

Contractor and any of the Contractor's subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor & Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 406-444-7734. All laborers and mechanics employed by Contractor or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone County and the State of Montana. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the "Yellowstone County, Montana" in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail or hand delivered shall have any of the bid securities included.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is 9:00 AM local time on May 13, 2025.

For further information concerning this project, please contact Doug Enderson, P.E., PTOE, Project Manager for DOWL, by telephone at 406-869-6337 or by email at denderson@dowl.com; or Logan Mclsaac at the Yellowstone County Public Works Department, 316 North 26th Street, Room 3201, Billings, MT 59101, by telephone at 406-670-0283 or by email at lmclsaac@yellowstonecountymt.gov.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the Owner.

Yellowstone County is an Equal Opportunity Employer.

Published on April 25, May 2, and May 9, 2025.

Teri Reitz
Yellowstone County Board Clerk
P.O. Box 35000
Billings, MT 59107

Dept: Public Works
Published: April 25, 2025
May 2, 2025
May 9, 2025

SECTION 00200
INSTRUCTIONS TO BIDDERS

Instructions to Bidders per the Montana Public Works Standard Specifications, 6th Edition, as modified below:

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

Revise 2.1 Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid.

Delete 2.3

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

Modify 7.1 Revise second sentence to read “Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda. Addenda will be available at [QuestCDN](#). Planholders may download the Addenda at no additional cost. In addition, Addenda may also be examined at www.montanabid.com.”

ARTICLE 13 – PREPARATION OF BID

Modify 13.1 Revise the first sentence to read, “The Bid Form is included with the Bidding Documents; additional copies are available at [QuestCDN](#).”

Modify 13.11 Add after the first sentence: Montana Contractor’s Registration is not required until project award.

ARTICLE 15 – SUBMITTAL OF BID

Add to 15.1 Only Section 00300 Cover Page, Section 00300 Bid Form, and any bid securities are required to be submitted.

Replace 15.2 If submitting a bid via regular mail, a cashier’s check, Certified check, or bid bond must be included. Bids can also be submitted via email. If using email, the bid must be submitted with a scanned copy of the bid bond. Hand-delivered bids will be accepted.

Add to 15.3C Telecommunication systems, as used in this section, does not include email.

ARTICLE 22 – STATE LAWS AND REGULATIONS

Modify 22.1 Delete reference to employment preference to Montana contractors and residents and contractor’s registration.

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

TA 56(114) Sidewalks - Lockwood
Lockwood, Yellowstone County, Montana

CONTRACT IDENTIFICATION AND NUMBER:

TA 56(114) Bicycle & Pedestrian Facilities

THIS BID SUBMITTED TO:

Yellowstone County		Yellowstone County
P.O. Box 35024	or	316 North 26 th Street
Billings, MT 59107		Billings, MT 59101

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions; and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed below after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The Owner reserves the right to reject any or all Bids.

TA 56(113) Sidewalks - Lockwood

ITEM NO.	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL PRICE
01	Mobilization / Demobilization	1	LS	_____	_____
02	Taxes, Bonds, Insurance	1	LS	_____	_____
03	General Requirements	1	LS	_____	_____
04	Construction Traffic Control	1	LS	_____	_____
05	Permitting Obligations	1	LS	_____	_____
06	Excavation Above Subgrade	441	CY	_____	_____
07	Embankment in Place	174	CY	_____	_____
08	Relocate Mailbox	5	EA	_____	_____
09	Remove Sign Assembly	8	EA	_____	_____
10	Concrete Sidewalk, 6"	1,345	SY	_____	_____
11	Detectable Warning Panel	70	SF	_____	_____
12	Install Sign Assembly	8	EA	_____	_____
13	Remove Pipe Culvert	135	LF	_____	_____
14	Connection to Existing Pipe	3	EA	_____	_____
15	60" Manhole	3	EA	_____	_____
16	Irrigation Division Box	1	EA	_____	_____
17	36" RCP Irrigation Pipe	435	LF	_____	_____
18	10" PVC Irrigation Pipe	22	LF	_____	_____
19	12" Storm Drain Pipe	170	LF	_____	_____
20	Irrigation Inlet Structure w/ Trash Guard	1	EA	_____	_____
21	Remove Irrigation Structure	3	EA	_____	_____
22	Fence Removal	210	LF	_____	_____
23	Fence Installation	50	LF	_____	_____
24	Gravel Surface Restoration	75	CY	_____	_____
25	Landscape Restoration	1,275	SY	_____	_____
26	Exploratory Excavation (Small Crew)	10	HR	_____	_____
Total:				\$ _____	_____
					(Figures)

(Words)					

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid Security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.

8.01 The terms used in this Bid with initial capital letters have the same meanings as indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

Submitted on (date) _____, _____

Montana Contractor's Registration # (if any) _____

Montana Contractor's Gross Receipts Account # _____

(Example: XXXXXX-XXX-CGR)

Employer's Tax ID No. _____

If Bidder Is:

An Individual: _____

(Name, typed or printed)

By: _____

(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ Fax No.: _____

A Corporation: _____
(Corporation Name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature of person authorized to sign)

Title: _____

Attest: _____
(Signature)

Business Address: _____

Phone No.: _____ Fax No.: _____

Date of Qualification To Do Business Is: _____

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ Fax No.: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

SECTION 00430
BID BOND

CONTRACTOR INSERT BID BOND HERE AND REMOVE THIS PAGE

SECTION 00830
FHWA 1273 FORM

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

ATTACHMENTS

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

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

I. GENERAL

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

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

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

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

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00840
MONTANA PREVAILING WAGE RATES

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2025

Effective: January 11, 2025

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(b), states “*Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’*”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”.

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “*The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.*”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are "...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$35.30	\$34.00

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

Travel and Per Diem:

No travel or per diem established.

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$32.32	\$16.78

Travel:

0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$36.49	\$17.45

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$38.54	\$17.04

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:

0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$31.51	\$15.73

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; 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. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$32.88	\$15.15

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; 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. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift 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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed;
Backhoe\Excavator\Shovel, over 3 cu. yds; 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. yds;
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.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl.
44 tons; Crusher Operator; Finish Motor Patrol; Finish
Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$40.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley
(All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$42.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

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.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$23.08	\$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.15	\$13.44

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

This group includes but is not limited to:

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.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$13.44

This group includes but is not limited to:

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 Tamper.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.82

This group includes but is not limited to:

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

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

DIVERS

Stand-By	No Rate Established
Diving	No Rate Established

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

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

DIVER TENDERS

No Rate Established

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

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

ELECTRICIANS

Wage	Benefit
\$38.86	\$17.84

Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day
Per Diem in Big Sky and West Yellowstone \$125/day.

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

No Rate Established

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

0-30 mi. free zone
>30-40 mi. \$25.00/day
>40-50 mi. \$35.00/day
>50-60 mi. \$45.00/day
>60 mi. \$130.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$34.83	\$28.07

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$34.83	\$28.07

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

LINE CONSTRUCTION – EQUIPMENT OPERATORS

No Rate Established

Duties Include:

All work on substations

Travel:
No Free Zone
\$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.09	\$8.36

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$52.11	\$18.75

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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MILLWRIGHTS

Wage	Benefit
\$45.26	\$21.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS

Wage	Benefit
\$25.00	No Rate Established

Travel and Per Diem:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
\$36.49	\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$45.60	\$21.26

Travel:
District 4
0-70 free zone
>70 mi.
▪ On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
▪ On jobs when employees work any number of consecutive days: \$110.00/day.

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

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SPRINKLER FITTERS

No Rate Established

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

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TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.28	\$9.37

Truck drivers include but are not limited to:

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

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Travel

The following travel allowance is applicable when traveling in employee's vehicle.

0-60 mi. free zone
>60-80 mi. \$23.00/day
>80-100 mi. \$33.00/day
>100 mi. \$125.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

>100 mi. \$125.00/day

Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$.485/hr.

Special Provision:

Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2025

Effective: *January 11, 2025*

*Greg Gianforte, Governor
State of Montana*

*Sarah Swanson, Commissioner
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(b), states *“Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

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This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

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(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are *"...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BRICK, BLOCK, AND STONE MASONS

No Rate Established

Travel:
Travel:
All Districts
0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$36.49	\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$33.41	\$16.51

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$32.47	\$12.77

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; 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. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$35.70	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift 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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$35.70	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; 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. yds; 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.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$36.91	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.05	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$39.27	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$41.95	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:
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.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$27.71	\$12.80

Zone Pay:
No zone pay established.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$30.87	\$12.36

Zone Pay:
No zone pay established.

This group includes but is not limited to:

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.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$31.10	\$12.36

Zone Pay:
No zone pay established.

This group includes but is not limited to:

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 Tamper.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$32.12	\$12.36

This group includes but is not limited to:

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.

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Zone Pay:

No zone pay established.

DIVERS

	Wage	Benefit
Stand-By	\$46.33	\$18.38
Diving	\$92.66	\$18.38

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

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

DIVER TENDERS

Wage	Benefit
\$45.30	\$18.38

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

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

ELECTRICIANS

Wage	Benefit
\$39.08	\$20.00

Travel:
No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

Per Diem
District 4
>60 mi. \$80.00/day
Per Diem in Big Sky and West Yellowstone \$125/day.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$34.83	\$25.37

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$30.43	\$25.22

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$38.38	\$18.60

Duties Include:

All work on substations

Travel:
No Free Zone
\$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.96	\$17.64

Travel:
No Free Zone
\$60.00/day

Duties Include:
All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$50.11	\$19.88

Travel:
No Free Zone
\$60.00/day

Duties Include:
All work on substations

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MILLWRIGHTS

Wage	Benefit
\$40.45	\$21.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS

Wage	Benefit
\$36.00	\$12.84

Zone Pay:
No zone pay established.

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PILE BUCKS

Wage	Benefit
\$36.49	\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	\$28.21	\$12.57
Truck Driver	\$35.74	\$12.57

Zone Pay:

No zone pay established.

Truck drivers include but are not limited to:

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

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SECTION 01030
SPECIAL PROVISIONS

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The following Special Provisions include additional requirements that are specific to this project. In case of a conflict, the hierarchal order of precedence shall be as listed in MPWSS, Section 01010, Article 1.2.D, as modified by the City of Billings Standard Modifications.

SP-1. PROJECT SCHEDULE & COORDINATION

The requirements of this Special Provision shall supplement Section 01041 of MPWSS.

A. General

1. The Contractor and any critical subcontractors performing work must attend or be represented at construction coordination meetings scheduled by the Owner throughout the project. Submit a supplemental "look ahead" Project Work schedule at each construction coordination meeting. Include the following information in the supplemental "look ahead" Project Work schedule.
 - Identify the sequencing of activities and time required for prosecution of the Work.
 - Provide for orderly, timely, and efficient prosecution of the Work.
 - Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.
 - The locations of each activity that will be done, including the limits of the Work by block or other indicators.
 - All anticipated shoulder or lane closures.
 - Show at least 3 weeks of activity, including the week the schedule is issued.

B. Work Hours

The schedule for this project shall be figured on the basis of the Contractor working up to 10 hours per day, 5 days per week (Monday through Friday, excluding observed legal holidays). The Contractor's operations shall be scheduled such that critical activities are performed between 7:00 AM and 6:00 PM. The Engineer's Resident Project Representatives (RPRs) are scheduled for up to 10 hours per day (50 hours per week) only. Critical activities shall not be performed without an RPR on site or without the prior consent of the Engineer.

C. Calendar & Duration Constraints

The irrigation ditch and pipeline typically operates between April 15th and November 15th annually. Irrigation pipeline modification work will be performed during the normal irrigation season and the Lockwood Irrigation District has agreed to delay the start of the irrigation until construction on the pipeline is complete. The delay to the start of irrigation season needs to be reduced to the extent possible and coordinated with the District and the Engineer. Complete irrigation pipeline modification work no later than June 15, 2025 unless otherwise approved by the Engineer and Irrigation District.

Yellowstone County will complete clearing work within the anticipated limits of disturbance prior to April 15, 2025, no clearing work is anticipated to be performed by the Contractor. Any unforeseen clearing work will need to be performed outside of the nesting season, between August 16 and April 15, and when no active nests are present, as required by the Migratory Bird Treaty Act of 1918. Remove only those trees and shrubs in direct conflict with the work and construction limits. When possible, do not remove, but trim trees and shrubs as necessary for equipment access and construction activities.

D. Notice to Proceed

This project will have an expedited Notice to Proceed. The awarded Contractor is required to submit the required bonds and insurance certificates no later than 5:00 PM on May 23, 2025. The Notice of Award is expected to be issued on or before May 27, 2025. The project preconstruction meeting is scheduled for Friday, May 30th at 10:00am. The Contractor shall be prepared to receive Notice to Proceed and begin work on or before June 2, 2025 to meet the calendar constraints included in the Contract. With this in mind, the Contractor shall submit a preliminary project schedule, including their best estimate of construction dates and the order of work, at or before the preconstruction meeting for Owner and Engineer approval.

E. Stakeholder Coordination

1. Private Utilities: Call for utility locates prior to starting work per MCA 69-4-503. Coordinate all construction activities with any utility owners for the moving, crossing, bedding, support, or reinstallation of services, poles, mainlines, and their appurtenances. DOWL coordinated with the private utility owners during the design phase, and all companies know the proposed Work. Coordinate the construction timing with the respective utility owner. The local contacts for the utility owners that were contacted during plan development are:

<u>Utility Company</u>	<u>Local Contact</u>	<u>Phone #</u>	<u>Email</u>
Lockwood Water and Sewer	Mike Ariztia	(406)259-4120	mikea@lockwoodwater.com
YVEC	Donovan Ferrin	(406)348-4035	dferrin@yvec.com
Charter	Danny Barham	(406)200-7708	Danny.Barham@charter.com
Lumen	Nicholas Dyce	(406)417-3257	nicholas.dyce@lumen.com
Montana-Dakota Utilities	Dale Nafts	(406)860-3387	dale.nafts@mdu.com

2. Businesses: Coordinate with all adjacent and nearby business owners regarding their general business operations, hours of operation, public access needs, delivery access needs including truck turning capabilities and clearance needs, and other pertinent details that may be impacted by construction work. The Contractor is required to reasonably accommodate business needs that are essential to the business’s operations.
3. Irrigation Pipeline Coordination and Modification: Provide notice to Lockwood Irrigation District of the anticipated schedule of construction activities related to the irrigation work prior to the start of construction. The contact for information for the irrigation district is as follows:

Lockwood Irrigation District
 Carl Peters, Manager
 PO Box 3292, Billings, MT 59103
 Office: 406-252-5059
 Cell: 406-671-4633
carlpeters2@gmail.com

F. Notifications

1. Public Notices: Distribute a written notice to affected properties at least one week prior to construction to notify the residents and business owners of temporary disruption during construction. The notice shall cover, at a minimum, the Contractor's name and contact information; the date that construction will begin; daily access expectations, including instructions regarding where to park vehicles; and safety information. Provide notifications to all addresses on either side of the project corridor, including all multi-family residences and

secondary residences that may only have access from the alley. Submit the completed notice to the Engineer for approval prior to distributing.

SP-2. FIELD ENGINEERING

The requirements of this Special Provision shall supplement Section 01050 of MPWSS as modified by the City of Billings Standard Modifications.

A. Construction Staking

The Engineer shall set construction stakes to give the Contractor general measurements, lines, locations, and grades necessary for construction of the project features. Staking shall include centerline locations and offsets for the principal components of the work and intermediate points at approximately 100 ft between principal components.

From the information provided by the Engineer, develop and make all detailed surveys necessary for construction within the tolerances specified, such as laser control for pipeline installation or other line and grade establishment techniques acceptable to the Engineer. Maintain survey notes in a neat and legible format, which shall be available to the Engineer upon request. All materials, equipment, and labor required for the Contractor's detailed surveys shall be at the Contractor's expense.

Protect all of the Engineer's benchmarks and construction stakes from damage or removal. Stakes destroyed or removed by the Contractor shall be replaced by the Engineer at the Contractor's expense. The Engineer's re-staking costs shall be billed to the Owner and then deducted from payments due to the Contractor.

Notify the Engineer in writing, at least 72 hours in advance of the time needed, with all staking requests. All staking requests shall be provided on the form attached to these Special Provisions.

SP-3. SUBMITTALS

The requirements of this Special Provision shall supplement the General Conditions and Section 01300 of MPWSS, as modified by the City of Billings Standard Modifications.

A. General

Provide all submittals required by the Contract Documents, including but not necessarily limited to:

The Engineer reserves the right to require submittals in addition to those identified below.

Submittal ID	Specification Section	Submittal Name	When to Submit
00830-1	00830	Certified Payrolls	Weekly upon commencement of construction
01010-1	01010	Use of Premises Authorization (if applicable)	Prior to use
01030-1	01030	List of Construction Equipment and Rates	At or before pre-construction conference
01030-2	01030	List of Subcontractors & Suppliers	At or before pre-construction conference
01030-3	01030	Haul Routes	Prior to performing hauling
01030-4	01030	Garbage Collection Plan	At or before pre-construction conference
01030-5	01030	24-HR Contact List	At or before pre-construction conference
01030-6	01030	Storm Water Discharge Permit	Prior to commencing work
01030-7	01030	Construction Dewatering Permit (if applicable)	Prior to commencing work
01030-8	01030	Contractor Obtained Permits	Prior to commencing work
01030-9	01030	Dewatering Plan (if applicable)	Prior to commencing work
01030-10	01030	Notification of Property Owners & Businesses	Prior to commencing work
01030-11	01030	10" PVC Pipe Product Data	At least 3 days prior to procurement
01030-12	01030	Detectable Warning Tiles Product Data	At least 2 weeks prior to procurement
01030-13	01030	Fence Post Product Data	At least 2 weeks prior to procurement
01570-1	01570	Traffic Control Plan	At or before pre-construction conference
01700-1	01700	Record Drawings	Within 30 days after substantial completion
01700-2	01700	Post Construction Maintenance Personnel	Within 30 days after substantial completion
02114-1	02114	Sign Post Product Data	At least 1 weeks prior to procurement
02114-2	02114	Sign Shop Drawings	At least 1 weeks prior to procurement

Submittal ID	Specification Section	Submittal Name	When to Submit
02221-1	02221	Pipe Bedding Product Data	At least 3 days prior to procurement
02221-2	02221	Imported Backfill	At least 3 days prior to procurement
02235-1	02235	Crushed Base Course	At least 1 weeks prior to procurement
02235-2	02235	Surfacing Course	At least 1 weeks prior to procurement
02510-1	02510	Type B-Mod Asphalt	At least 1 weeks prior to procurement
02910-1	02910	Seed & Mulch Product Data	At least 2 weeks prior to procurement
02960-1	02960	Sod Product Data	At least 2 weeks prior to procurement
03310-1	03310	M-4000 Concrete Mix Design	At least 2 weeks prior to procurement

B. Process and Format

1. Unless otherwise required in an individual specification section, make all submittals electronically using Newforma InfoExchange™. Newforma InfoExchange™ is a web-enabled server that enables project team members (both internal and external to the host) to easily and securely exchange project files using a website. It provides email notifications, reminders, a history log, and all other necessary submittal handling features. The Engineer will host the site and provide the Contractor with all necessary access and processing information at the pre-construction conference or at such earlier time as required to transmit initial submittals.

SP-4. BUILD AMERICA, BUY AMERICA (BABA)

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 the item is in its final form.
- c) Glass: Initial batching and melting, annealing, cooling, and cutting.
- d) Fiber Optic Cable: Initial ribboning, buffering, and fiber stranding and jacketing.
- e) Optical Fiber: Initial preform fabrication through completion of draw.
- f) Lumber: Initial debarking, treatment, and planing.
- g) Drywall: Initial blending of gypsum, cutting, and drying of sandwiched panels.
- h) Engineered Wood: Initial combination of constituents until item is in its final form.

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

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

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

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

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

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

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

SP-5. CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE

The requirements of this Special Provision shall supplement Section 01400 of MPWSS, as modified by the City of Billings Standard Modifications.

A. Definitions

1. **Quality Control:** Planned and specific actions or operations necessary to produce a product that complies with the Contract Documents. Quality Control consists of actions, inspections, sampling, and testing necessary to ensure the Work is in compliance with the Contract Documents and to control production and construction processes. Quality Control is keyed to the construction sequence to quickly determine when the Work is out of compliance with the Contract Documents and to respond to correct the situation and bring the Work into compliance. Quality Control is the responsibility of the Contractor.

2. Quality Assurance: Planned and systematic observations, testing, and actions to verify that the Work complies with the Contract Documents. Quality Assurance includes oversight of the Contractor's Quality Control, verifying the results of the Contractor's testing and additional assurance sampling and testing. Quality Assurance may not be adequate for the Contractor's production and placement needs. The Owner or Engineer will provide Quality Assurance.

B. Submittals

1. Quality Control Plan: At the preconstruction conference, submit a Quality Control Plan defining the program and the documentation proposed to ensure that all materials and work conform to the Contract Documents. The plan shall identify personnel, procedures, control, tests, frequency of tests, and records and forms to be used.
2. Test Records: Submit records of all tests to the Engineer within 24 hours of the testing. The Quality Control laboratory shall notify the Contractor and the Engineer promptly of any irregularities or deficiencies observed in the Work during performance of the Quality Control testing.

C. Cooperation

All soil samples obtained for the purpose of determining a proctor value for use in Quality Control must be split, and half of the sample shall be provided to the Engineer. If a sample is obtained and the Engineer is not provided with a split of the material, the test results of the material in question will be unacceptable. Provide adequate notice to the Engineer's representative so that they may be present to collect the sample.

SP-6. CONSTRUCTION AND TEMPORARY FACILITIES

The requirements of this Special Provision shall supplement Section 01500 of MPWSS, as modified by the City of Billings Standard Modifications.

A. General

1. Confine construction activities within the limits of the public right-of-way, established utility easements, and construction staging areas.
2. The responsibility for security, protection, and safekeeping of equipment and materials at or near the project site will be entirely that of the Contractor, and no claim shall be made against the Owner by reason of any act of another.
3. All project streets and adjacent access roads shall be kept free and clear of all mud, gravel, debris, etc., during the project. There will be no additional payment to the Contractor for the cleaning and sweeping of any roads.
4. Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements with the utility users and owners that are satisfactory to said users and owners. Service of existing utility lines, if interrupted, shall be restored as quickly as possible.
5. Any construction water required for the compaction of backfill, subgrade, and surfacing courses; paving; cleanup; or any other construction related work shall be supplied by the Contractor at their own expense.

SP-7. TEMPORARY CONSTRUCTION TRAFFIC CONTROL

The requirements of this Special Provision shall supplement Section 01570 of MPWSS, as modified by the City of Billings Standard Modifications.

A. General Requirements

1. Intent: This Special Provision outlines the basic temporary construction traffic control strategy. The basic strategy described herein is not intended to cover every situation that may arise in the field as a result of the Contractor's operations or otherwise. It is the duty of the Contractor to coordinate and cooperate with the Owner if adjustments are required or desired.
2. Drawings: Use the City of Billings Standard Modification Drawings for all temporary traffic control layouts.
3. Submittals: All traffic control permit submittals or other traffic control notifications to Owner shall be made at least two weeks prior to the beginning of setup and/or disruption of traffic. Old Hardin Road is classified as a "Minor Arterial" with an ADT of 4,500 vehicles per day. All project side streets are classified as "Local Streets" with an ADT less than 500 vehicles per day.

B. Work Methods and Special Considerations

1. Daily Review: Perform a comprehensive field review of all traffic control setups and individual signs and devices on a daily basis, including weekends. Immediately correct any deficiencies that are identified during this review or that may be identified at any time by the Owner, Engineer, or RPR.
2. Coordination: Schedule work to minimize inconvenience to the traveling public, adjacent property and business owners, and to minimize interruptions in utility service. Minimize disruptions to mail delivery, garbage collection, emergency service operations, and school bussing; coordinating disruptions with the appropriate service.
3. Access: Maintain and coordinate proposed temporary access with business and property owners in advance of disruption of the existing access. Use business access signage to guide traffic to affected businesses if any normal access is blocked. Notify all residents at least 48 hours in advance of any access restrictions for individual approach or street closures. Notify all businesses at least 3 days in advance of any access restrictions for individual drive approach or street closures. Schedule work such that individual drive approach closures last no more than a single shift.
4. Pedestrians: At all times during construction, maintain pedestrian traffic control in addition to vehicular traffic control. If closures of pedestrian routes are required, ensure the necessary pedestrian traffic control is in place to warn, guide, and direct pedestrian traffic per ADA requirements. When construction is not active during hours of darkness and during extensive temporary shutdowns, place a pedestrian barrier fence around all open trenches, excavations, equipment, materials, and other obstructions to prohibit pedestrian entry. Utilize pedestrian barrier fence as manufactured by Carsonite, or approved equal.
5. Traffic Lanes & Devices: Maintain two-way traffic on Old Hardin Road at all times unless otherwise approved through a traffic control permit. Lane drops and lane shift tapers shall be 10:1 or flatter. Tangent traveled-way segments between successive tapers for lane drops shall be a minimum of 100 feet in length. Ensure that all temporary traffic routing of vehicles provide for the adequate movement of emergency vehicles, and single unit delivery trucks at a minimum at all times. Ensure that all lane widths are a minimum of 11 feet (clear of channelization devices and/or face of curb).

When channelization devices are used to direct traffic during hours of darkness, channelization devices must include reflective tape in a condition that is acceptable in accordance with MUTCD. Construction beacons are required on Type III barricades for road closures. Place all traffic control devices within public right-of-way. Mount traffic control signs on portable sign supports or on posts. Luminaire standards may be used where the location is suitable.

6. Parking: The Contractor shall coordinate with each owner or resident to move their vehicles temporarily as necessary for construction. Ensure there is adequate parking for each landowner within one block of their residence. Provide additional assistance to help seniors and those with disabilities park next to their residence.
7. Flaggers: All flaggers used on the project shall be certified.

SP-8. CONTRACT CLOSEOUT

The requirements of this Special Provision shall supplement Section 01700 of MPWSS.

A. Post-Construction Maintenance Personnel

Submit plans for maintenance of the project during the warranty correction period and name the individual who will have the power and responsibility to act for the Contractor in this regard.

SP-9. MEASUREMENT AND PAYMENT

This Special Provision shall supersede and replace the methods of measurement and bases of payment described in the various sections of MPWSS, unless otherwise designated below.

A. General

1. Refer to the City of Billings Standard Modifications, Section 00900, Article 3 for general measurement and payment requirements.
2. For certain items on the Bid Form, additional quantities may have been added to the actual takeoff quantities from the Drawings to account for unknown underground conditions.
3. Unless otherwise specified for a particular item, payment for lump sum (LS) bid items shall be based on the percent of construction completed for each item.

B. Measurement & Payment Items

1. Item 01 – Mobilization / Demobilization (LS): See City of Billings Standard Modifications, Section 00900, Article 4.
2. Item 02 – Taxes, Bonds, Insurance (LS): See City of Billings Standard Modifications, Section 00900, Article 5.
3. Item 03 – General Requirements (LS): Measurement and payment for this item shall be made on a lump sum basis. This item shall consist of coordination and scheduling; field engineering; submittals; quality control; construction and temporary facilities; site safety; permitting; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; record drawings; disposal of waste materials off-site; final cleanup; and contract closeout. Payment shall be made at the contract lump sum price bid and shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete this item.
4. Item 04 – Construction Traffic Control (LS): See MPWSS, Section 01570, Part 4.

5. Item 05 – Permitting Obligations (LS): Measurement and payment for this item shall be made on a lump sum basis. This item shall consist of all required permit and license applications, notices, renewals, and terminations, including all associated fees; Storm Water Discharge General Permit and storm water pollution prevention plan (SWPPP) requirements; erosion and sedimentation control (ESC) measures; and construction best management practices (BMP). Payment shall be made at the contract lump sum price bid and shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete this item. Fifty percent of the lump sum amount will be paid on the first pay application after receipt of verification that, permit and license applications and fees have been submitted to the appropriate agencies and copied to the Engineer. The remaining fifty percent of item shall be pro-rated based on the percent of construction completed.
6. Item 06 – Excavation Above Subgrade (CY): See MPWSS, Section 02230, Part 4.
7. Item 07 – Embankment in Place (CY): See MPWSS, Section 02230, Part 4.
8. Item 08 – Relocate Mailbox (EA): This item shall be measured by the actual number of mailboxes permanently relocated to accommodate project work, where shown on the Drawings. Any surface restoration required for relocation shall be considered incidental to this bid item. Payment shall be made at the contract unit price bid per each and shall constitute full compensation for mailbox removal; protection from damage; installation in the new location, to be coordinated with the Engineer or RPR; furnishing and installing concrete anchor and other required base materials, including any fasteners; backfill and compaction; and all labor, equipment, tools, and incidentals necessary to complete this item.
9. Item 09 – Remove Sign Assembly (EA): Traffic sign assemblies, including sign panel, sign support, and sign support foundation, designated for removal are measured and paid for the number of sign assemblies removed. Price includes all materials, equipment, tools, labor, and incidentals necessary to complete the removal and salvage the signs, store and reinstall or deliver salvaged signs as required to the Owner. If two or more signs exist on one post, they are defined as one sign assembly for payment purposes. Payment includes restoration of the disturbed area “in kind” unless further improvements are to be constructed at that location.
10. Items 10 – Concrete Sidewalk, 6” (SY): This item shall be measured by the square yard of concrete installed at the designated thicknesses. Measurement shall include any curb and/or gutter that is poured integrally with ramps. Payment shall be made at the contract unit price bid per square yard and shall constitute full compensation for saw cutting to neat lines; additional compaction of backfill material; furnishing and compacting all base courses as specified; furnishing and installing all dowels and reinforcement, adjusting any curb boxes or valve boxes located within the footprint of sidewalk placement, if required; furnishing, placing, finishing, jointing, and curing all concrete; furnishing, placing, compacting, any asphalt restoration required, matching grade/blending to existing driveway connections; and all labor, equipment, tools, and incidentals necessary to complete these items.
11. Item 11 – Detectable Warning Panel (SF): This item is measured and paid per square foot of panel furnished and installed as shown on the plans. All materials, equipment, labor, and incidentals necessary to complete the work are included in the contract price.
12. Item 12 – Install Sign Assembly (EA): Installation of signs are paid at the contract unit price per each where price and payment will be full compensation for completing the work in an acceptable manner. The contract price for the various components and parts include concrete

for foundations, all miscellaneous hardware, new sign panels and posts as required, labor, equipment use, back bracing and other incidentals that may be required.

13. Item 13 – Remove Pipe Culvert (LF): This item shall be measured by the horizontal linear feet of culvert pipe removed. Measurement for length shall be made along the centerline of the pipe from start of removal to end of the removal section. Payment shall be made at the contract unit price bid per linear foot and shall constitute full compensation for all surface improvement removals, whether shown on the Drawings or encountered in the field; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; protecting or supporting existing utilities and structures; and all labor, equipment, tools, and incidentals necessary to complete this item.
14. Items 14 – Connection to Existing Irrigation Pipe (EA): These items shall be measured by the actual number of the connection sizes installed. A connection is considered the connection of a new irrigation pipe or new manhole structure to an existing irrigation pipe. Payment shall be made at the contract unit price bid per each and shall constitute full compensation for all excavation; removal and replacement of unsuitable backfill materials; backfill and compaction; bedding gravel; shoring; sheeting; dewatering; thrust blocking and additional means of thrust restraining for Contractor's convenience; furnishing and installing any required couplings; and all labor, equipment, tools, and incidentals necessary to complete these items.
15. Item 15 – 60" Manhole (EA): This item shall be measured by the numerical count of manholes installed to the depths indicated. 60" Manhole is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid for each manhole and shall constitute full compensation for handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing a basic manhole complete; base, intermediate, and top section; steps; cast iron ring and cover; joints as specified; reconnection of existing sewer lines, including couplings; trench excavation; removal and replacement of unsuitable backfill materials; shoring; sheeting; dewatering; backfill and compaction, including hand compaction; and all labor, equipment, tools, and incidentals necessary to complete this item.
16. Item 16 – Irrigation Division Box (EA): These items shall be measured by the actual number of irrigation division boxes installed, including associated gate valve. Irrigation Division Box is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid per each and shall constitute full compensation for all excavation; removal and replacement of unsuitable backfill materials; forming, reinforcement, misc. metal, grates, frames, aluminum channels, furnishing, placing, finishing, jointing, and curing all concrete, striping of forms, backfill; special compaction required for installation, including hand compaction; bedding gravel; shoring; sheeting; dewatering; connection of pipes; thrust blocking and additional means of thrust restraining for Contractor's convenience; required couplings; handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing the valves, including valve boxes, extensions, and covers; and all labor, equipment, tools, and incidentals necessary to complete these items.
17. Item 17 - 36" RCP Irrigation Pipe (LF): This item shall be measured by the horizontal linear feet of pipe installed. Measurement for length shall be made along the centerline of pipe from inside edges of manholes or to connection points. 36" RCP irrigation pipe is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid per linear foot and

shall constitute full compensation for all surface improvement removals, whether shown on the Drawings or encountered in the field, including saw cutting and hauling off site; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing the pipe; protecting or supporting existing utilities and structures; furnishing and placing Type I pipe bedding; cleaning and testing all installed pipe; supplying and installing caps; and all labor, equipment, tools, and incidentals necessary to complete this item.

18. Item 18 - 10" PVC Irrigation Pipe (LF): This item shall be measured by the horizontal linear feet of pipe installed. Measurement for length shall be made along the centerline of pipe from inside edges of manholes or to connection points. Payment shall be made at the contract unit price bid per linear foot and shall constitute full compensation for all surface improvement removals, whether shown on the Drawings or encountered in the field, including saw cutting and hauling off site; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; furnishing and installing the pipe; protecting or supporting existing utilities and structures; furnishing and placing Type I pipe bedding; cleaning and testing all installed pipe; supplying and installing caps; and all labor, equipment, tools, and incidentals necessary to complete this item.
19. Item 19 – 12" Storm Drain Pipe (LF): See MPWSS, Section 02720, Article 4.2.A.
20. Item 20 – Irrigation Inlet Structure with Trash Guard (EA): This item shall be measured by each trash guard installed as designated in the project plans. Irrigation Inlet Structure with Trash Guard is being procured and supplied by Yellowstone County. Payment shall be made at the contract unit price bid for each trash guard installed and shall constitute full compensation for installation of the trash guard bracket, anchorage, inlet structure, and any associated features and hardware; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; handling and transporting of material from Yellowstone County Public Works - Road & Bridge Department, installing the pipe; protecting or supporting existing utilities and structures; and all labor, equipment, tools, and incidentals necessary to complete this item.
21. Item 21 – Remove Irrigation Structure (EA): This item shall be measured by each irrigation structure removed as designated in the project plans. Payment shall be made at the contract unit price bid for each irrigation structure removed and shall constitute full compensation for removal of the structure and associated features; disposal of removed materials at a proper facility; and all labor, equipment, tools, and incidentals necessary to complete this item.
22. Item 22 – Fence Removal (LF): This item shall be measured by actual length of existing fence removed as designated in the project plans. Payment shall be made at the contract unit price bid per linear foot of fence removed and shall constitute full compensation for removal of the fence, posts, any footings, and associated features; disposal of removed materials at a proper facility; and all labor, equipment, tools, and incidentals necessary to complete this item.

23. Item 23 – Fence Installation (LF): This item shall be measured by the actual length of fence installed as designated in the project plans. Payment shall be made at the contract unit price bid per linear foot of fence installed and shall constitute full compensation for the fence, posts, hardware, footings, and all associated features; excavation; removal and replacement of unsuitable materials; backfill; special compaction required for installation, including hand compaction; and all labor, equipment, tools, and incidentals necessary to complete this item.
24. Item 24 – Gravel Surface Restoration (CY): These items shall be measured by the cubic yard of gravel surfacing installed. Measurement shall be made in approach areas only. Any restoration required by the Engineer due to damage caused by the Contractor will not be measured and shall be at the total expense of the Contractor. Payment shall be made at the contract unit price bid per cubic yard and shall constitute full compensation for furnishing and installing all base course and surface material as specified; and all labor, equipment, tools, and incidentals necessary to complete these items.
25. Item 25 – Landscape Restoration (SY): This item is measured and paid per square foot of landscape restored to match neighboring landscape in concrete sidewalk or ramp removal locations limited to the demolished concrete's limits. Price and payment include full compensation for subgrade prep, topsoil, seed, sod, weed barrier, landscape rock, bark, or other approved landscape type, and all labor and incidentals necessary to complete the restoration.
26. Items 26 – Exploratory Excavation (Small Crew) (HR): These items shall be measured by the actual time, to the nearest one-half hour, which the equipment is used and authorized prior to the work or directed by the Engineer for actual exploratory excavation and backfilling operations, including standby time between excavation and backfilling. Payment shall be made at the contract unit price bid per hour, which price shall include providing the labor and equipment on-site, with operators and fueled. Where exploratory excavation is outside the construction limits, payment shall also include any compaction of the backfill required.

For the 'Small Crew' bid item, the equipment shall consist of a backhoe with a minimum size of Caterpillar 426, or equivalent, with a minimum bucket size of 1 cubic yard. Substitution of a larger machine for the Contractor's convenience will not be considered for additional payment. The labor shall consist of one laborer with shovel to assist the equipment operator in exposing the utility.

This bid item will also provide compensation for, and be applicable to (at the discretion of the Engineer), any and all miscellaneous extra work encountered during the project which is of nature consistent with the typical conditions found to be a part of bicycle and pedestrian facilities work, and which can reasonably be expected to be encountered during construction of a bicycle and pedestrian facilities project.

SP-10. PERMITS

In accordance with Article 6.08 of the General Conditions, obtain and pay for all construction permits and licenses, unless otherwise indicated below. Specific information pertaining to the required permits, but not necessarily all required permits, is included below.

SP-11. PROTECTION, PRESERVATION, AND REPAIR

A. Asphalt Pavement

Prior to commencing construction in any work area, submit to the Engineer a map and detailed written description describing the proposed local haul routes between and within the work site and any material stockpile and storage areas. A joint walk-through with the Contractor, Owner, and Engineer may be conducted to assess existing pavement conditions along all routes. Document any observable pavement deficiencies prior to construction. Confine all operations to the designated haul routes.

B. Existing Utilities

Use Type 1 bedding material and Type A trench backfill to replace material under and around exposed municipal and private utilities, including the associated compaction requirements, at no additional cost to the Owner.

SP-12. TRENCHING, BACKFILL, AND COMPACTION

A. Compaction

1. Hand Compaction: Use hand compaction equipment and/or a backhoe-mounted vibratory plate compactor around manholes and utility crossings to achieve complete and uniform compaction around the entire perimeter of vertical structures and at utility crossings. The Engineer will not recommend payment for any manhole that has not been hand compacted. Notify the RPR of all hand compaction operations to confirm compliance with this requirement.
2. Deep Excavations: Give special consideration to the compaction methods and equipment used for deep pipe installations. The methods shall be suitable for, and the equipment reach shall be capable of, compacting the deepest layers of backfill in the trench, including around vertical structures or other work items.

B. Unsuitable Backfill

1. Any excavated material that is unsuitable for backfill, due to moisture content (either excessively wet or dry), shall be conditioned in a manner acceptable to the Engineer to render it suitable for backfill in accordance with Section 02221. All costs associated with this work shall be considered incidental.
2. If the Contractor chooses not to condition the unsuitable materials, imported material, approved by the Engineer, shall be substituted for backfill. All costs associated with imported material and disposal of unsuitable materials shall be considered incidental. Imported backfill material shall meet the requirements of 3-inch minus sub-base course per Section 02234.

SP-13. IRRIGATION PIPELINES

A. General

This work consists of constructing irrigation pipelines as indicated on the plans. The requirements of this special provision shall supplement Section 02720 of MPWSS, as modified by the City of Billings Standard Modifications. 36" RCP pipe is being procured in advance and supplied by Yellowstone County. The Contractor is responsible for coordinating pick and delivery of 36" RCP from Yellowstone County Public Works Road & Bridge Department, 3319 King Ave E, Billings, MT. Coordinate time and date of material pickup with Engineer.

B. Construction.

1. Dispose of unsuitable backfill material as approved by Project Manager.

SP-14. IRRIGATION STRUCTURES

A. General

This work consists of constructing the irrigation division box procured by Yellowstone County.

B. Construction Requirements

Coordinate with the Engineer to handle and deliver Irrigation Structure procured by Yellowstone County Road and Bridge Department. Construct pre-cast division box as shown on the plans.

SP-15. REMOVE IRRIGATION STRUCTURES

A. Description.

Remove old irrigation structures (check structures, turnouts, headgates, etc.) that are no longer required for the irrigation system, as shown on the Plans.

B. Construction Requirements.

1. The existing irrigation hardware, such as valves, slide gates, checkboards, and checkboard holders, is to be salvaged for the irrigation operator. Culverts and concrete structures are not considered irrigation hardware. Coordinate removal and delivery of the irrigation hardware with the irrigation operator. The irrigation manager's contact information is provided in these special provisions.
2. The condition of the existing irrigation hardware varies from poor to good. Document the condition of the irrigation hardware prior to removal with photos, videos, and narratives. Exercise care to minimize damage during the removal of the irrigation hardware.

SP-16. STORM SEWER SYSTEM

The requirements of this special provision shall supplement Section 02720 of MPWSS, as modified by the City of Billings Standard Modifications.

A. Pipe Materials

1. Gravity sewer pipe, 10-inch: PVC (ASTM D3034, SDR 35)

SP-17. GRAVEL RESTORATION

Restore all gravel surfaces disturbed by construction activities. Gravel restoration shall include the removal and replacement of existing gravel surfacing within construction limits or as otherwise disturbed, followed by a 6-inch depth of final gravel surfacing course of 1" minus crushed base course. The gravel surfacing shall be graded to provide positive drainage.

SP-18. GRASS AND LANDSCAPING RESTORATION

A. General

Restore all disturbed grass, lawn, and landscaping areas at the project site to existing conditions, unless otherwise indicated on the Drawings.

B. Sodding

The restoration of residential, commercial, public right-of-way, or other disturbed lawn areas shall be accomplished by sodding in accordance with the City of Billings Standard Modifications, Section 02960. This requirement includes restoration of irrigation systems in accordance with the City of Billings Standard Modifications, Section 01500, Article 1.6.

C. Seeding

All other disturbed grass or unimproved areas, and non-paved or non-graveled surfaces, that do not receive sod as required above shall be seeded and hydromulched. Seeding shall be in accordance with Sections 02910 and 02920 of MPWSS.

SP-19. CONCRETE RESTORATION

The requirements of this Special Provision supplement Section 02529 of MPWSS as modified by the City of Billings Standard Modifications.

A. Pedestrian Accessibility Ramps

Install pedestrian accessibility ramps where indicated on the plans in accordance with the MPWSS requirements. The desirable width of the curb ramp is five feet. The minimum width required for acceptance is four feet. Grade the area around the ramp so water will not pool adjacent to the ramp or the landing. Notify the Engineer if PROWAG-compliant ramp grades or a 5-foot-wide ramp cannot be met. Do not pour ramp non-compliant ramps until the Engineer or Owner has reviewed the proposed ramp layout.

Provide cast iron detectable warning tiles with a depth of 2 feet that extend the full width of the ramp. Submit to the Engineer, for approval, cast iron detectable warning tile product data prior to installation.

B. Asphalt Cut-Backs

Any asphalt that is removed adjacent to concrete restoration work to allow for form placement or other reasons shall be cut back a minimum of 12 inches to allow for proper asphalt compaction. All cut-backs and any other asphalt removal and replacement to facilitate concrete work shall be considered incidental to the work and included in the total bid price. Restore any asphalt with Type B-Mod asphalt accordance with the City of Billings Standard Modifications, Section 02510, Article 2.2.I.

SP-20. RELOCATE MAILBOXES

The requirements of this Special Provision supplement Section 02114 of the MPWSS as modified by the City of Billings Standard Modifications.

A. Relocate Mailbox

Remove and relocate any existing mailboxes designated in the project plans. Remove the entire mailbox assembly, including the mailbox, post, and associated foundation. Salvage mailboxes and posts and install at new location designated in the Drawings. Install new foundations, if required, using M-4000 concrete meeting requirements outlined in section 03310 of the MPWSS as modified by the City of Billings Standard Modifications, or an approved equal.

SP-21. REMOVAL AND INSTALLATION OF SIGNS

The requirements of this Special Provision supplement Section 02114 of the MPWSS as modified by the City of Billings Standard Modifications. This special provision describes requirements for removal and installation of within the project limits.

A. Existing Sign Removal

Remove any existing signs designated in the project plans. Remove the entire sign assembly including the sign, sign post, and associated foundation. Salvage aluminum signs and deliver to the Owner. Coordinate with the Engineer for delivery location. The Contractor is responsible for disposal of remaining portions of the sign assembly.

B. New Sign Assembly

Submit to the Engineer, for approval, shop drawings for each new sign design. All new signs will be aluminum reflective sheeting XI.

Submit to the Engineer, for approval, shop drawings, and product data for the new signposts. Posts to be square perforated tubular steel. Include sign-mounting hardware product data in the submittal package. Sign foundations shall be placed using M-4000 concrete meeting requirements outlined in section 03310 of the MPWSS as modified by the City of Billings Standard Modifications, or an approved equal.

SP-22. ROOT TRIMMING, TREE TRIMMING, AND TREE REMOVAL

This special provision describes requirements for trimming or removing trees within the project limits as identified by the Contractor or directed by the Engineer.

A. Construction Requirements

1. Take care when excavating or working near existing trees. Comply with the ANSI A300 for tree care practices. Replace dead trees caused by this project's construction activities with a tree of equal species and size.
2. Notify the Engineer of trees or shrubs in conflict with the Work before commencing work at a particular site. Develop and present a plan to trim or remove the tree for Engineer approval, including contacting the adjacent property owner. Do not begin site preparation until tree or bush trimming activities are completed and approved.
3. If tree roots over 6 inches in diameter are exposed or damaged, hire a professional arborist to trim the roots. If existing trees need to be cut back due to either the proximity of the Contractor's equipment or direct conflict with proposed improvements (i.e. signs, traffic signals), hire a professional arborist to trim trees. By education and on-the-job training, professional arborists are familiar with the techniques and hazards of the work.
4. Trimming should maintain a tree-like form typical of the species of the tree being trimmed. In lifting the bottom branches of trees for clearance, care should be given to the symmetrical appearance of the entire crown. "V" shaped tree branch unions should be pruned out when possible. "U" shaped branch unions are preferred. Make final cuts sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. Trim trees 11 feet above the sidewalk, and trim bushes back to within one (1) foot of the property line.

SP-23. MISCELLANEOUS

A. Excess Material

Any excess material generated from construction activities, and any other non-salvaged materials removed from the project, shall become the property of the Contractor and shall be hauled off site and legally disposed. This shall be considered incidental to the work and included in the total bid price.

END OF SECTION 01030