PROJECT
ADVERTISING
SPECIAL PROVISION

Federal Aid Project

Project Number:	**F-R399(449)**
Project Name:	**Tabiona Sidewalk Improvements Phase II**
Concept:	**Non-Urban**
County:	**Duchesne**
Bid Opening Date:	**12 Mar 2026**

THIS PROJECT REQUIRES USING THE ELECTRONIC CERTIFIED PAYROLL PROGRAM. SEE ATTACHMENT TO NOTICE TO CONTRACTORS.
THIS IS A WORKING P+T (PRICE + TIME) PROJECT.

THE DEPARTMENT WILL NOT HOLD RETENTION ON THIS PROJECT. PER UTAH STATE CODE § 13-8-5 (1) PRIME CONTRACTORS CANNOT HOLD RETENTION. REFER TO UTAH CODE § 13-8-5 (1) FOR MORE INFORMATION.

Keeping Utah Moving

PROJECT # F-R399(449)

PIN # 20961

2026 - Standards

Table of Contents

I. Statement of Applicable Standards

The Utah Department of Transportation 2026 Standard Specifications and Standards Drawings for Road and Bridge Construction books found at: http://udot.utah.gov/go/2026standards

Refer to “Special Provisions” for other project specific specifications.

II. Notice to Contractors

THE DEPARTMENT WILL NOT HOLD RETENTION ON THIS PROJECT. Per Utah State Code § 13-8-5 Prime Contractors cannot hold retention. Refer to Utah Code § 13-8-5 for more information.

NOTICE TO CONTRACTORS

<u>Project Information</u>

Federal Project Number: F-R399(449)

Project Location: 3950 South & 3800 West

Project Description: Non-Urban

Electronic Bid Proposals to be Received By: 2:00 p.m. 03/12/2026

Public Bid Opening Scheduled: 2:00 p.m. 03/12/2026

Federal Regulations: Davis-Bacon wages apply to this project and are made a part of these contract documents as required in the provisions of the Federal-Aid Highway Act of 1968. This contract is subject to all appropriate Federal Laws, including Title VI of the Civil Rights Act of 1964 and the Fair Labor Standards Act of 1938, (52 Stat. 1060). SEE CERTIFIED PAYROLL SPECIAL REQUIREMENTS ATTACHMENT.

The project is to be completed: to be determined by competitive bidding.

Other Requirements:

Contractors who want to do a press release or use UDOT's name in any way, need permission from UDOT's Communications Office.

ANTI-BOYCOTT ISRAEL ACT: Unless Utah Code Â§ 63G-27-201(2) applies, Contractor/Consultant certifies it is not currently engaged in boycotting the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

Contractors must acknowledge they understand the Utah Legislature encourages employment of Utah workers and the proliferation of Utah business in carrying out the promises they make under this contract, which the Legislature made possible by funds it appropriated in 2021 Utah Laws Ch. 387 (H.B. 433).

All project bidding information, including Specifications and Plans, can be viewed, downloaded, and printed from UDOT's Project Development Construction Bid Opening Information website, https://app.udot.utah.gov/apex/pdbs/f?p=232:1.The UDOT's Bidding Business System link is also available on this website, for the UDOT Bid System - Masterworks. Bidders must use the UDOT Bidding Business System when bidding on a UDOT project.

Project information can also be reviewed at the main office in Salt Lake City, its Region offices, and its District offices in Price, Richfield, and Cedar City.

Project Plans cannot be downloaded or printed from the website unless your company is registered with UDOT. Go to UDOT's website to register. Registered companies may also obtain a share drive of the advertising project files only in the instance where on-line electronic files may not be obtainable due to on-line technical difficulties. These files contain all the project advertising documents and would be available from the main office, 4501 South 2700 West, Salt Lake City.

As required, a contractor's license must be obtained from the Utah Department of Commerce to work on UDOT projects as defined from the Division of Professional Licensing.

Qualified Health Insurance

A prime contractor is subject to qualified health insurance requirements if the prime contract is in the amount of $2,000,000 or greater. A subcontractor is subject to qualified health insurance requirements if the subcontract is in the amount of $1,000,000 or greater. The Contractor will demonstrate compliance with qualified health insurance requirements at the time of the execution of each initial prime contract.

The Contractor will demonstrate to the Department that the Contractor has and will maintain an offer of qualified health insurance coverage for the contractor's employees and the employee's dependents during the duration of the contract.

If a subcontractor of the Contractor is subject to qualified health insurance requirements, the Contractor will place a requirement in the subcontract that the subcontractor will obtain and maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract; and certify to the Department that the subcontractor has and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the prime contract.

Bid Bond

Each bidder must submit an electronic bid bond from an approved surety company through the appropriate clearinghouse, as defined in the UDOT E-Bidding Guide, using UDOT's Bidding Business System or in lieu thereof, cash, certified check, or cashier's check for not less than 5% of the total amount of the bid, made payable to the Utah Department of Transportation, showing evidence of good faith and a guarantee that if awarded the contract, the bidder will execute the contract and furnish the contract bonds as required.

The right to reject any or all bids is reserved.

The UDOT provides accommodation under the Americans with Disabilities Act, contact the Construction Division at (801) 965-4635. Please allow three working days.

Additional information may be secured at the office of the Utah Department of Transportation,
(801) 965-4635.

After the evaluations and final determination of proposals are complete, the State will award the contract as soon as practicable to the lowest responsive and responsible bidder, subject to Section 63G-6a-709(2).

All bidders are to note the State of Utah Procurement Code requires the awarded contractor, for the duration of any contract awarded through this bidding process, to make available company contact information to the Department of Workforce Services in accordance with Utah Code 35A-2-203.

Contractor will provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information will include the name and contact information for job vacancies. This information will be provided to the State of Utah Department of Workforce Services for the duration of this Contract. These requirements do not preclude a Contractor from advertising job openings in other forums throughout the State of Utah.

Dated this 02/14/2026
UTAH DEPARTMENT OF TRANSPORTATION
Carlos M. Braceras, P.E., Director

NOTICE TO CONTRACTORS

Special Requirements Attachment
CERTIFIED PAYROLL

Construction contractors awarded a Federal-aid construction project are required to submit weekly certified payrolls to the Utah Department of Transportation using the (UDOT) e-Comply Certified Payroll System. Submittal may be accomplished using one of two available options:

Option 1

The Contractor manually enters the certified payroll information into e-Comply and saves it. The Contractor is required to fix the issues related to any payroll errors.

Option 2

The Contractor can utilize the Payroll Import feature if the Contractor's payroll system provides the correct template format. In order to utilize the Payroll Import feature, the contractor must contact e-Comply support at support@ecomplysolutions.com for payroll import setup and training. The Contractor is required to fix the issues related to any payroll errors. If the issues related to import or payroll errors cannot be resolved with the import feature, the Contractor will need to use Option 1 for payroll entry.

NOTE: Make sure that all apprentice payroll information is accurate and imported correctly, or else the hours for these employees' work will not count towards the on-the-job trainee project goal.

A $50 disincentive may be charged per payroll for each week the payroll is not entered into the UDOT e- Comply Certified Payroll Program within 7 days of the Payroll Date. This disincentive applies to both the General Contractor and all Subcontractors where Davis Bacon Wages apply.

For questions contact the UDOT Certified Payroll Specialist - Jessi McIntyre at jmcintyre@utah.gov.

III. Bidding Schedule

Bid Items List Report

PIN :	20961	**Location :**	3950 South & 3800 West
Project Number :	F-R399(449)	**Funding Type :**	Federal
Project Name :	Tabiona Sidewalk Improvements Phase II	**Region :**	Region 3
Concept :	Non-Urban	**County :**	Duchesne
DBE Goal :	0.00%		* The records highlighted in yellow indicate Principal items of work

Base Bid Items

Container	Description					
	Line No.	Item Number	Item Name		Quantity	Unit
10 - ROADWAY	Base					
	1	015017010	Mobilization		1.00	Lump
	2	015407010	Public Information Services		1.00	Lump
	3	01554700*	Traffic Control		1.00	Lump
	4	017217010	Survey		1.00	Lump
	5	022217050	Remove Tree		4.00	Each
	6	022217095	Remove Pipe		13.00	ft
	7	022217110	Remove Concrete Sidewalk		14.00	sq yd
	8	023167020	Roadway Excavation (Plan Quantity)		223.00	cu yd
	9	027417050	HMA - 1/2 inch		458.00	Ton
	10	02771708*	Detectable Warning Surface		6.00	Each
	11	027767010	Concrete Sidewalk		11,401.00	sq ft
	12	027767040	Concrete Flatwork, 6 inch Thick		1,099.00	sq ft
	13	02813700*	Reconstruct Sprinkler System		1.00	Lump
	14	029387010	Tree Pruning		11.00	Each
40 - SIGNING	Base					
	15	027657050	Pavement Marking Paint		23.00	gal
	16	028917285	Relocate Sign Less Than 20 Square Feet		3.00	Each
	17	02891728P	Relocate Sign Panel		1.00	Each
	18	028917300	Small Sign Tubular Steel Post Base (B1)		3.00	Each
	19	028917360	Sign Post P2		3.00	Each
180 - TIME AND/OR LANE RENTAL	Base					
	20	00221700*	Contract Time Segment 1	Time Range: 35 - 60		Working Day

IV. Materials Minimum Sampling and Testing Requirements

Follow the requirements of the Materials Minimum Sampling and Testing Requirements: http://www.udot.utah.gov/go/mstr

V. Use of Minority or Women Owned Banks

Federal Department of Transportation regulations and the Utah Department of Transportation encourage all contractors and suppliers to thoroughly investigate the services offered by banks controlled or owned by minorities or women and utilize their services as when possible.

VI. Bid Conditions

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

POLICY

<u>"Policy Statement"</u>

It is the policy of the DEPARTMENT to take all necessary and reasonable actions to ensure DBEs as defined herein will have equal opportunity to participate in the performance of contracts financed in whole or in part with US Department of Transportation (DOT) funds under this agreement as modified herein.

<u>"Objectives"</u>

The objectives of this policy are to:

1. Ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms who fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs;
5. Remove barriers to the participation of DBEs in Federal aid contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms who can compete successfully in the marketplace outside the DBE program; and
8. Provide appropriate flexibility in establishing and providing opportunities for DBEs.

“Responsibilities”

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the DEPARTMENT in financial assistance agreements with DOT.

1. The Civil Rights Office will be the DBE liaison officer, who will have direct, independent access to the Executive Director concerning DBE program matters. The Civil Rights Office will be responsible for implementing all aspects of the DBE program. Adequate staff will be assigned to administer the DBE program.

2. The ENGINEER is responsible for supervision of the DBE participation covered by the Contract.

DBE BID AND PERFORMANCE CONDITIONS

“Obligations”

The contractor, subcontractor, service provider, sub recipient, or supplier at any lower tier will not discriminate in the performance of this contract. The contractor will 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 DEPARTMENT deems appropriate.

UDOT encourages prime contractors to use financial institutions owned and controlled by socially and economically disadvantaged individuals.

“Assurances”

Each contract between the DEPARTMENT and the Contractor and each subcontract at any lower tier must include the following assurance:

> The contractor, subcontractor, service provider, sub recipient, or supplier will not discriminate in the performance of this contract. The contractor will carry out applicable requirements of 49 CFR 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 DEPARTMENT deems appropriate, which may include, but is not limited to:
>
> 1. Withholding monthly progress payments;
> 2. Assessing sanctions;
> 3. Liquidated damages/Disincentives; and/or

4. Disqualifying the contractor from future bidding as non-responsible.

A. CONTRACT GOAL

1. The DEPARTMENT has determined that one or more contractors can reasonably be expected to compete for the work contained in the proposal for this project. It is, therefore, the direction of the DEPARTMENT that DBE firms will have an affirmative action opportunity to contract for the following percentage of work under this contract:

   If the DBE goal which is indicated in Section A, CONTRACT GOAL, of APPENDIX A, BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE (DBE) **is greater than 0.0 percent**, submit DBE Commitment. Refer to Bidding Requirements, Section D, Subsection 1,a, of this Special Provision. (The commitment dollar amount up to the amount of the assigned goal is DBE Conscious DBE participation. Any commitment dollar amount in excess of the assigned goal is DBE Neutral Participation.)

   CONTRACT DBE GOAL: See Civil Rights Certification Memo

   NOTE:

   a. **At the time of Bid on Additive Projects, DBE commitment can only be made on Base bid items. No Additive bid items may be committed.**

   b. **At the time of Bid, a contingency item(s) should not be committed to a DBE unless it is clear to the contractor that the contingency item(s) can be utilized to at least the extent of the committed amount to the DBE.**

2. GOALS

   a. GOAL FOR BID EVALUATION

      The above entered DBE percentage is a goal for bid evaluation to determine responsiveness of the proposal as it relates to this specification. Percentages for bidding purposes will be calculated using dollar values and quantities as shown in proposals received for this project. Bidders will compute the percentage of their DBE commitment by dividing the dollar amount of work being committed to certified DBE firms by the total dollar amount of the proposal. This will be the percentage of their DBE commitment reported in the UDOT Bidding System software.

b. DBE CONSCIOUS GOAL

At the time of bid, DBE participation is considered DBE conscious on projects that are assigned a Goal for Bid Evaluation. The DBE commitment becomes a contract specification upon award. The Bidder must submit with its Bid Proposal a DBE Commitment, prepared within the UDOT Bidding System software, that indicates:

(1) Name of DBE firm
(2) Work items to be performed
(3) Total dollar amount of commitment

If the DBE commitment does not meet or exceed the assigned goal, the Bidder must submit with the Bid Proposal documentation of good faith efforts.

c. DBE NEUTRAL GOAL

At the time of bid, DBE participation is considered DBE neutral on projects that are NOT assigned a Goal (0%) for Bid Evaluation. In this instance, the DBE participation does not become a contract specification upon award. The Bidder must take equal opportunity action to allow DBEs to compete for and perform on subcontracts. Only work classifications that the Bidder will subcontract need to be considered in evaluating equal opportunity action in the bid preparation.

d. GOAL FOR CONTRACT PERFORMANCE

The Bidder’s DBE Commitment becomes an attachment to the Bid Proposal and is a condition of award and thereby becomes a contract specification.

The committed dollar amount meeting the project goal for bid evaluation will be considered DBE conscious participation. Any dollar amounts in excess of the project goal for bid evaluation will be considered DBE neutral participation.

It is the intent of this Policy that the DBE Firm(s) listed for DBE conscious participation, as a minimum level of participation, will perform to the extent indicated in the Bidder's DBE Commitment. The minimum level of DBE participation includes:

(1) Indicated DBE firm(s),
(2) Indicated work item(s) (bid items),
(3) Indicated total dollar amounts.

Listed bid items will be considered committed in their entirety unless Bidders designate otherwise in their DBE Commitment. If the DBE will perform only a part of the bid item, i.e., haul only, the Bidder must indicate what part the DBE will perform (Partial Performance). If the DBE will perform only a part of the quantity of the bid item, the Bidder must indicate the estimated quantity of the work to be performed by the DBE (Partial Quantity).

Substitutions of DBE subcontractor(s), work item(s), or decreases of total dollar amount(s) **as indicated in the Bidder's DBE Commitment will not be allowed without prior submission of written justification to the ENGINEER and approval of the ENGINEER and the Civil Rights Office.**

After award of a contract, substitutions will not be allowed without prior submission of a written "hold harmless" statement from the DBE.

***Any change by the Contractor or the Department in the DBE commitment requires the change be approved by Change Order from the Civil Rights Office. The Contractor will not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE, unless the required approval is obtained.**

Substitution of DBEneutral participation in excess of the Goal for Bid Evaluation requires equal opportunity efforts to substitute with other DBE participation.

*DEPARTMENT generated decreases of quantities in individual bid items do not require prior approval of the Civil Rights Office—but must be fully justified by the ENGINEER at the conclusion of the project in the Explanation of Overruns and Under-runs Statement. The ENGINEER'S justification will show the total estimated quantity, the final pay quantity as shown on the final estimate invoice, the quantity of the under-run, and the percentage of under-run for the individual item. The explanation for the under-run will include the reasons for the under-run and will include as much detail as possible.

There is a difference between the under-run of quantity on individual bid items versus the under-run of DBE commitment on DBE committed bid items, in the approval process. Refer to asterisks (*) above.

e. GOAL FOR FINAL COMPLIANCE

Percentages for final compliance will be based on actual payments to DBEs. Over-runs and under-runs on individual contract items may require adjustments to the predetermined DBE percentage for a project if those items were not related to DBE performance. “The predetermined percentage for a project” refers to the percentage of the Contractor's DBE Commitment that becomes a contract specification upon award.

B. DEFINITIONS

For the purpose of this Special Provision, the following terms are defined:

1. Contract means a legally binding relationship obligating a seller to furnish supplies or services including but not limited to construction and professional services; and the buyer to pay for them.

2. Contractor means one who participates through a contract or subcontract (at any tier).

3. Disadvantaged Business Enterprise or DBE means a for profit small business concern.

    a. That has been certified to DBE status by the UUCP.

    b. That is at least 51 per cent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, where 51 percent of the stock is owned by one or more such individuals; and

    c. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

    d. Whose size is limited to the combined average annual gross receipts of **$31,840,000 ($56,420,000 for airport concessionaires in general with some exceptions)** from the previous three fiscal years. The Secretary of Transportation may adjust this amount from time to time for inflation.

    OR

    Whose size is limited to the current SBA Business size standard(s), found in 23 CFR part 121, tied to North American Industry Classification System (NAICS) Codes appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.

4. DBE Goals mean:

   a. UDOT's overall goal on DOT-assisted projects. The current approved DBE Goal and Methodology can be found at the following website:

      https://www.udot.utah.gov/connect/business/civil-rights/

   b. The DBE neutral portion of the overall goal reflects the level of DBE participation that would be expected without the effects of discrimination.

   c. The DBE neutral portion of the overall goal reflects the level of DBE participation achieved in response to assigned DBE goals. The DBE conscious portion of the overall goal reflects the level of DBE participation achieved in response to the assigned DBE project goals.

5. DBE Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for profit business enterprise, for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture to a degree commensurate with its ownership interest.

   The DBE Joint Venture must follow the directions found in the Joint Venture Bidding Process. This process is located at the following link: Joint Venture Bidding Process

   then click on EBS Information.

   The DEPARTMENT's Civil Rights Office prior to bid opening must approve a DBE Joint Venture in order to be utilized for the satisfaction of contract DBE goals. For DBE participation counted towards goal see 49 CFR Part 26.55.

6. Equal Opportunity Action requires individuals to be considered on the basis of individual capacities and not on the basis of any characteristics generally attributed to the group.

   If a bidder requests or accepts bids for subcontract work, the bidder will request and accept bids from DBEs in the work classifications that potentially will be subcontracted.

7. Good Faith Efforts indicates the efforts made to achieve a DBE goal or other requirements by their scope, intensity, and appropriateness to the objective, which can reasonably be expected to fulfill the program requirements.

8. Lack of Financial Fitness is a performance-based definition based solely on failure to pay promptly. There is no reference to financial status or financial capability.

9. Prompt Payment means payment, including retention, made no later than 30 work days after receipt of payment by the Contractor or Subcontractor, Service Provider or Supplier at **any** lower tier.

10. DBE Conscious is the committed dollar amount at the time of bid focused specifically on assisting only DBEs. UDOT must establish contract goals to meet the DBE conscious portion of its overall DBE goal. To ensure that the DBE program continues to be narrowly tailored to overcome the effects of discrimination, UDOT may adjust the use of contract goals as follows:

    a. If during the course of any year it is determined the overall goal will be exceeded, UDOT will reduce or eliminate the use of contract goals to the extent necessary to ensure the use of contract goals does not result in exceeding the overall goal.

    b. If it is determined that UDOT will fall short of its overall goal, then appropriate modifications in the use of DBE neutral and/or DBE conscious measures will be made to allow UDOT to meet the overall goal.

11. DBE Neutral is the dollar amount that exceeds the committed amount at the time of bid and is, or can be, used to assist all small businesses. UDOT must meet the maximum feasible portion of its overall DBE goal by using DBE -neutral means of facilitating DBE participation. DBE neutral DBE participation includes:

    a. Awarding a subcontract on a prime contract that does not carry a DBE goal,

    b. Awarding a subcontract on a prime contract in which the DBE was not considered in making the award even if there is a DBE goal.

12. Regular Employee is a person who:

    a. Would be working for the DBE firm under subcontract with any other contractor.

    b. Is a permanent employee of the DBE firm

       Or

       Has been recruited through the traditional recruitment and/or employment centers.

    c. Has not recently been employed by the prime contractor on the present project, another subcontractor on the present project, or the renter-leaser of equipment being used on the present project.

    d. Is not an employee of a construction crew that regularly works for a non-DBE.

    e. Is not a licensed contractor who is at the time “unemployed” or “between jobs.”

13. Regular Equipment is owned or leased and operated on a long-term agreement and not on an ad hoc or contract by contract agreement.

    a. The equipment would be used by the DBE firm on any other subcontract with any other contractor.

    b. The equipment would be owned by the DBE firm.

       Or

       The equipment would be leased/rented from traditional equipment lease/rental sources.

    c. The DBE firm would have a rental/lease agreement for any rented or leased equipment.

    d. The equipment cannot belong to:

       (1.) Prime Contractor
       (2.) Another subcontractor on the present project.
       (3.) Supplier of materials being installed by the DBE firm.

    e. The equipment cannot come from and be operated by another contractor.

14. Reasonable Bid

Any bid that meets the Department bidding requirements and is not greater than 10% above the Engineer's Estimate or exceeds available funds.

15. Responsible Bidder

A responsible bidder has the apparent ability and capacity to perform the contract requirements.

In addition to UDOT prequalification, when applicable, a responsible bidder is defined as one who has signed (manually or electronically) and submitted a bid with the DBE Bid Conditions Assurance of good faith effort included. Part I of this Policy certifies the intention to meet the DBE goal of a proposed contract or to continue a good faith effort. These goals may be met by subcontracting or leasing contracts with a DBE or purchasing material from a DBE, provided that the work or material becomes a part of a proposed contract.

16. Responsive Bidder

a. A responsive bidder is a bidder who unequivocally offers to provide services or supplies in conformity with the material terms of the solicitation. In addition to UDOT prequalification and other bidding requirements, a responsive bidder in relationship to this Policy is defined as one who submits evidence of proposed subcontract performance with certified DBE firms to achieve the required dollar amount necessary to achieve the percentage goal.

b. Bidders may be considered as presumptively responsive if they have failed to satisfy the advertised DBE goal set for the proposed contract but have certified in their bid that good faith efforts have been expended to meet the goal and they will continue during the performance of the contract to locate, solicit, and involve DBE firms for contract performance. Documentation of the bidder's good faith efforts must be included with the bid package for the DEPARTMENT's review and assessment. The DEPARTMENT will render any bid non-responsive that fails to do so.

17. <u>Satisfactory Completion</u> of a subcontract occurs when:

    a. The subcontractor has satisfactorily completed in all respects the work under the Contract.

    b. The Contractor and the subcontractor have notified the ENGINEER in writing that the work of the subcontractor has been completed.

    c. The Engineer will be given a reasonable length of time to check quantities if necessary. Checking quantities does not guarantee the absolute correctness of quantities.

    d. The Contractor and the subcontractor have satisfactorily executed and delivered to the ENGINEER all documents, certificates and proofs of compliance required by the Contract. The satisfactory execution and delivery of these documents, certificates and proofs of compliance to the ENGINEER is a material requirement of the contract.

    e. The ENGINEER accepts in writing the work of the subcontract.

    f. Satisfactory Completion refers only to payment of retainage and accrued interest. A determination of Satisfactory Completion and payment in full for work performed does not relieve the contractor nor the subcontractor from any contractual obligation.

18. <u>Satisfactory Performance</u> means work performed and materials furnished in conformity with the plans and specifications.

19. <u>Service Provider</u> means a broker or a middle man. A business person who buys, sells or performs a service for another in exchange for a mark up or commission.

20. <u>Subcontractor</u>

    A subcontracting arrangement is generally considered to exist when a person or firm assumes an obligation to perform a part of the contract work and the following conditions are present.

    a. The person or firm performing the work is specifically experienced and equipped for such work.

    b. Compensation is related to the amount of work accomplished rather than being on an hourly basis.

c. Choice of work methods, except as restricted by the specifications, and the furnishing and controlling of labor and equipment are exercised by the subcontractor with only general supervision being executed by the prime contractor.

d. Personnel involved in the operation are under the direct supervision of the subcontractor and are included on the subcontractor's payroll.

All conditions involved will be considered and no one condition alone will normally determine whether a subcontract actually exists.

In all cases, a DBE subcontractor must be an independent organization, and the ownership and control by the socially and economically disadvantaged individual(s) must be real and continuing.

The prime contractor, a subcontractor, or a supplier will not be responsible for the various operating and management activities of a DBE firm.

21. Supplier

Provides or furnishes materials, goods or services that may be incorporated into the project. The supply transaction is to be documented by an appropriate purchase agreement that includes the required provisions for Federal-aid construction projects.

22. UUCP The Utah Unified Certification Program (UUCP) provides “one-stop shopping” to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that is honored by all recipients of Federal-aid Funds in the State of Utah.

C. DETERMINATION OF DBE CONTRACTOR’S ELIGIBILITY BY UUCP

1. Any Contractor may apply to the UUCP for status as a DBE. Applications will be made on forms provided by the UUCP entitled “UNIFORM CERTIFICATION APPLICATION” or “Information for Determining DBE Joint Venture Eligibility,” Form No. R-817. Application need not be made in connection with a particular bid. Only work contracted to certified DBE prime contractors or subcontractor to firms that have applied for and have been granted status as a DBE by the UUCP will be considered toward contract goals as established in Subsection A.

2. It will be the Contractor's responsibility to submit a DBE application so that the UUCP has time to review it. The UUCP will review applications in a timely manner but is not committed to approve DBE status within any given period of time. The UUCP must have ample lead time to review, evaluate, and verify information provided with an application.

3. The DEPARTMENT will maintain a UUCP Unified DBE Directory of DBE Contractors, vendors, service providers and suppliers that is updated as changes occur for the purpose of providing a reference source to assist any bidder in meeting the requirements of this bid condition. Bidders must use the most current DBE information available on the web site when submitting bids. A current UUCP DBE directory representing certified DBE Contractors is available on the Internet at (click on this link):

   https://www.udot.utah.gov/connect/business/civil-rights/

4. In meeting the requirements of this bid condition, bidders are in no way limited to the DBE Directory referred to in 3 above in seeking out and negotiating with the DBE Contractors and determining which items of work will be subcontracted to DBE Contractors. Bidders will exercise their own judgments in selecting any subcontractor to perform any portion of the work.

   DBE credit will not be allowed toward DBE conscious goals for a firm or joint venture that has not been DBE certified by the UUCP.

D. BIDDING REQUIREMENTS

All bidders must satisfy the bidding requirements of this section D BIDDING REQUIREMENTS. A DBE prime contractor's performance does not count toward fulfilling the DBE goal. A prime bidder who is a DBE contractor will meet the DBE goal by using other DBE subcontractors or by using good faith efforts.

1. DBE Bid Assurance

   a. DBE Conscious Goal

      DBE conscious measure or program is one that is focused specifically on assisting only DBEs. This goal is the amount the prime must commit to DBEs at the time of bid or a good faith effort must be documented.

2. DBE Conscious Commitment

   For a bid to be considered responsive, Bidders will submit the following information regarding DBE compliance with the UDOT Bidding System prepared Bid Proposal:

   Submit a DBE Commitment of work that will be subcontracted to certified DBE firm(s) as listed in the UUCP's Directory or DBE firms that have been approved by the UUCP prior to bid opening.

   a. The names of DBE firms that will participate in the contract;

   b. A specific description of the work each named DBE firm will perform (list specific bid items). Listed bid items will be considered committed in their entirety unless Bidders designate otherwise in their DBE Commitment.

      (1.) If mobilization is a bid item partially committed to a DBE, indicate the dollar amount of the DBE mobilization.

      (2.) If a partial quantity is committed to a DBE, indicate the quantity committed to the DBE.

      (3.) If a partial performance of an item is committed to a DBE, explain what part of the item the DBE will perform;

c. The dollar amount of participation by each named DBE firm;

d. If the contract goal is not met, evidence of good faith efforts is required at the time of bid.

The DBE Commitment is to be included in the prepared bid, and said information will be kept confidential and will be reviewed to determine the apparent low bidder has either met the DBE Contract Goal or has documented acceptable Good Faith Efforts.

3. <u>DBE Neutral Participation</u>

DBE Neutral DBE participation includes anytime a DBE;

a. wins a Prime Contract through customary bidding procedures,

b. is awarded a subcontract on a prime contract that does not carry a DBE goal (0% goal),

c. wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

4. <u>DBE Written Confirmation</u>

Low Bidder will submit to the Civil Rights Office within three (3) work days after the bid opening written confirmation from each DBE participating in the contract as provided in the Prime Contractor's DBE Commitment. The written confirmation will include the following information:

a. A description of the work to be performed (list specific bid items). Listed bid items will be considered committed in their entirety unless Contractors designate otherwise in their DBE commitment.

    (1) If mobilization is a bid item that is partially committed, confirm the dollar amount of the mobilization to be performed.

    (2) If a partial quantity is committed, confirm the quantity to be performed.

    (3) If a partial performance of an item is committed, confirm what part of the item will be performed.

    (4) Unit bid prices for each bid item committed to a DBE.

(5) Total dollar amounts (mathematical extensions) for each bid item committed to a DBE

b. The dollar amount of participation by each named DBE firm.

5. Good Faith Efforts

Bidders who fail to meet the DBE goal for bid evaluation must demonstrate with documentary evidence they made good faith efforts . Bidders are required to include the Good Faith Efforts Documentation with the UDOT Bidding System prepared Bid Proposal. The said information will be kept confidential and not reviewed unless the Bidder is otherwise determined to be the low Bidder or UDOT and authorized representatives elect to review said information in making their determination as to award of the contract. For the bid to be considered responsive, Bidders will include with the BID PROPOSAL specific documentary evidence that good faith efforts have been made to meet the goal.

Attached hereto and marked Exhibit A, and by this reference made a part hereof, is a list of actions that may be used to prove the type of efforts prospective Bidders should consider in their attempts to demonstrate good faith efforts. The list of actions, as contained in Exhibit A, is not intended to be an exclusive list of efforts that a prospective Bidder may wish to consider in demonstrating good faith efforts to satisfy DBE participation requirements. The determination of good faith efforts will be based upon the information and documentation of the actions supplied by the Bidder with their bid proposal. The DEPARTMENT reserves the right to investigate and verify such information or to request the low dollar Bidder clarify information submitted within 7 days of the time of bid. The 7 days will be reduced to 5 days beginning January 1, 2017.

Contacts that have been made with DBE firms regarding potential work to be subcontracted and the results of such contacts are to be submitted with the UDOT Bidding System prepared Bid Proposal in DBE Neutral DBE Documentation which contains:

(1) The work classifications that will be subcontracted
(2) DBE firms contacted
(3) Method of contact (i.e. emails, letters, postings, etc.)
(3) Result of contact
(4) Name and contact info of anticipated DBE subcontractor(s)
(5) Anticipated work items to be performed by DBEs
(6) Anticipated dollar amount of subcontract(s)

The DBE information submitted includes the NAICS code applicable to the kind of work the DBE will perform on the contract, and, when a non-DBE subcontractor is selected over a DBE, copies of the quotes from each DBE and non-DBE subcontractor. The bidder will make copies of DBE subcontracts available upon request.

The following items are types of efforts that should be made for acceptable Good Faith Efforts:

(1) Conducting market research and solicit through all reasonable means DBEs with capability to do the proposed work
(2) May include attending pre-bid meetings and matchmaking events
(3) Posting notices; sending emails
(4) Solicit as early as possible
(5) Unbundling
(6) Establishing flexible timeframes

6. Award of the Contract

The award of the contract, if awarded, will be made to the apparent successful responsive, responsible Bidder who submitted a reasonable bid for the contract and has complied with this Subsection D Bidding Requirements.

7. Administrative Reconsideration

Good faith efforts as used herein will be determined on a case by case basis. If it is determined that the apparent low Bidder has failed to meet the requirements of Exhibit A, the bidder will be provided an opportunity for administrative reconsideration.

a. Official(s) who did not take part in the original determination will perform the administrative reconsideration.

b. The Bidder will have the opportunity to provide written documentation or argument concerning whether the goal was met or adequate good faith efforts were made.

c. The Bidder will have the opportunity to meet in person with the reconsideration official to discuss whether the goal was met or adequate good faith efforts were made.

d. The Bidder will be notified in writing of the decision and the basis for the decision.

e. The reconsideration decision is administratively final and is not appealable to FHWA or the DOT.

E. COUNTING DBE PARTICIPATION TOWARD GOALS FOR BID EVALUATION

1. The DEPARTMENT will recognize and grant DBE credit toward the goal for bid evaluation (DBE conscious goals) for work committed to DBE contractors ONLY in the types of work for which DBE certification has been granted by the UUCP prior to bid opening. It is necessary that all bidders refer to the UUCP DBE Directory for direction and guidance. A current copy of the DBE directory is available on the Internet at (click on this link):

   https://www.udot.utah.gov/connect/business/civil-rights/

2. Commitments to DBEs that exceed the Goal for Bid Evaluation will be considered as both DBE conscious and DBE neutral. The dollar amount of the Goal for Bid Evaluation will be considered to be DBE conscious participation. Any dollar amounts in excess of the Goal for Bid Evaluation will be considered as DBE neutral participation.

3. When a DBE bids as a prime contractor and utilizes themselves as a DBE participant, their commitment will be counted as DBE neutral. The prime contractor is still required to use other DBE subcontractors.

F. COUNTING DBE PARTICIPATION TOWARD GOALS FOR PERFORMANCE

Subcontracts to DBEs that exceed the Goal for Bid Evaluation will be considered in part as DBE conscious participation and in part as DBE neutral participation. Any dollar amounts in excess of the Goal for Bid Evaluation will be considered as DBE neutral participation.

It is intended that the Contractor will utilize the subcontractors designated in the DBE Commitment in the performance of the contract. Any changes in the Contractor's DBE Commitment, such as substitution of a DBE subcontractor, substitution of contract items, or decrease in total dollar amount must be approved by the DEPARTMENT and must be covered by a Change Order. Unauthorized substitutions or eliminations may result in the imposition of sanctions. Failure to meet the Goal for Performance established at the time of award by the Contractor's DBE Commitment, without adequate justification, including concurrence of the ENGINEER and Civil Rights Office, will result in the imposition of sanctions as provided in Part I of this Special Provision.

1. Contractors may count toward their contract goals a portion of the total dollar value of a joint venture contract eligible under the standards of this bid condition equal to the percentage of the ownership and controls of the DBE partner in the joint venture.

2. The ENGINEER will recognize and grant DBE credit for work performed by DBE contractors ONLY in the types of work for which DBE certification has been granted by the UUCP prior to bid opening. It is necessary all Bidders refer to the UUCP'DBE Directory for direction and guidance. A current copy of the UUCP DBE directory is available on the Internet at (click on this link):

   https://www.udot.utah.gov/connect/business/civil-rights/

3. Contractors may count only the value of the work actually performed by the DBE toward the DBE goals.

   a. Work performed by the DBE's own forces using "regular employees" and "regular equipment."

   b. The cost of supplies and materials obtained and purchased by the DBE and equipment leased for the work of the contract.

   c. Work that a DBE subcontracts to a lower tier DBE firm.

4. Contractors may not count toward the DBE goals:

   a. Supplies and material purchased and equipment leased by the DBE from the prime Contractor or its affiliates or another subcontractor on the project.

   b. Work that a DBE subcontracts to a lower tier non-DBE firm.

5. Contractors may count toward their goals only expenditures to a DBE that performs a commercially useful function in the work of the contract.

   a. A DBE performs a "commercially useful function" when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

   b. The DEPARTMENT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

c. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the DEPARTMENT must examine similar transactions, particularly those in which DBEs do not participate.

d. A DBE does not perform a commercially useful function if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

6. The DEPARTMENT will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

a. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

b. The DBE must be responsible for the management and supervision of the entire trucking arrangement for the purpose of meeting DBE goals.

c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

d. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

e. The DBE may also lease trucks from a non DBE firm, including from an owner operator. The DBE who leases trucks from a non DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees as long as the DBE provides the employees for the leased trucks.

f. A lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

7. Contractors may count expenditures with DBEs for materials or supplies as provided in the following:

   a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies counts toward DBE goals.

      For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

   b. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies counts toward DBE goals.

      For purposes of this paragraph, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

      (1) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

      (2) A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

      (3) Packagers, brokers, manufacturers' representatives, or other persons or firms who arrange, or expedite transactions are not regular dealers.

      (4) A DBE trucking company that picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor performs a delivery service. Credit will not be given based on a percentage of the cost of the product; credit will be allowed only for the cost of the transportation service.

8. If the materials or supplies are purchased from a service provider, the fees or commission charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies, count toward the DBE goals.

   A Service Provider is a business that is neither a manufacturer nor a regular dealer but simply transfers title of a product from manufacturer to ultimate purchaser or a firm that puts a product into a container for delivery. A service provider charges a fee or a commission for assistance in the procurement of the materials and supplies, or fees or transportation for the delivery of materials or supplies required on a job site.

   a. Only the fees, commissions, or transportation performed by the DBE service provider count toward the DBE goals. The DEPARTMENT must determine whether the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

   b. No portion of the cost of the materials and supplies count toward the DBE goals. Documentary evidence of the supply agreements, i.e., sales contract, purchase order, etc., will be submitted to the Resident Engineer or Consultant Engineer at the Preconstruction Conference. The agreement will set forth the estimated quantities, unit prices, total dollar amounts, material guarantees, delivery, and payment requirements including the requirements listed part E, 4, e, of this DBE Special Provision.

9. Prompt payment for the work accomplished is an integral part of the concept of a commercially useful function.

See Section F, Subsection 6.a for a definition of “commercially useful function.”

10. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. Direct these good faith efforts at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the project. <u>Document the good faith efforts</u>. If the Department requests documentation under this provision, submit the documentation within 7 days, which may be extended for an additional 7 days if necessary, at the request of the contractor, and the Department will provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

G. CONTRACTOR'S RESPONSIBILITY

1. It is the Contractor's responsibility to determine the level of professional competence and financial responsibility of any proposed DBE subcontractor. The Contractor will ascertain the proposed DBE subcontractor is particularly experienced and equipped for the work of the subcontract.

2. It is the Contractor's responsibility to monitor and assure DBE's listed to fulfill DBE goals perform a commercially useful function.

H. DBE SUBCONTRACTOR'S FAILURE TO PERFORM SUCCESSFULLY

If, during the performance of the contract, the Prime Contractor determines a DBE subcontractor is unable to perform successfully, the Contractor will make good faith efforts to replace the DBE subcontractor with another DBE to fulfill the Goal for Bid Evaluation. For DBE Conscious participation, the Contractor will consider the uncompleted DBE committed work items as well as other work items as a part of the good faith efforts. All substitutions of DBE subcontractors will receive prior approval by the Civil Rights Office.

The Contractor will not substitute DBE subcontractor(s), work item(s), nor decrease dollar amount(s) as indicated in the Contractor's DBE Commitment Substitutions for the **good cause reasons** defined in 49 CFR 26.53 without performing the following steps:

1. Give notice in writing to the DBE subcontractor, with a copy to Civil Rights, of their intent to substitute and the reason of its request.

2. Obtaining a written response from the DBE stating why they would object or oppose to the substitution or decrease. The Contractor must give the DBE five (5) days to respond to the notice of substitution.

3. Obtain Civil Rights Office written consent prior to any substitution, termination or decrease of DBE commitment.

The Contractor will not substitute DBE subcontractor(s), work item(s), nor decrease dollar amount(s) as indicated in the Contractor's DBE Commitment without prior submission of written justification to the ENGINEER and without prior approval of the ENGINEER and the Civil Rights Office.

Unauthorized substitutions of the DBE(s), under-runs of work item(s), or decreases in dollar amount(s) may result in the imposition of sanctions as allowed under Section I.

UDOT reserves the right to authorize completion of the work that was subcontracted to a DBE who is unable to perform successfully by either of the following methods:

1. Approve, at no additional cost to the DEPARTMENT, a replacement DBE subcontractor and, when appropriate, modify the contract to provide for reasonable extra time necessary to obtain a DBE replacement at no additional cost to the DEPARTMENT.

2. Direct the Contractor to perform at unit bid prices. In the event this option is selected, the percentage DBE goal will be adjusted as may be appropriate.

I. SANCTIONS

1. The Contractor's DBE Commitment becomes a 3-part commitment comprised of the DBE Contractor(s), work item(s) and dollar amount(s). The Commitment becomes a contract specification upon award of the contract and becomes the minimum goal for contract performance.

   If the Contractor fails to achieve the minimum goal established in the contract at the time of the award of the contract or later modified, the contract payments will be reduced as a disincentive by an amount equal to the dollar amount of work not performed by the DBE. The dollar amount of any sanction will be computed using the unit prices indicated in the DBE subcontract.

Exceptions:

a. Any authorized adjustment in the DBE Commitment that has been approved by the ENGINEER and Civil Rights Office.

b. DBE neutral participation.

2. The ENGINEER will deduct maximum points for Compliance with EEO when completing the Contract Performance Report.

J. RECORD KEEPING

1. The DEPARTMENT must create and maintain a Bidders list consisting of all firms bidding on prime contracts and bidding or quoting subcontractors on DOT-assisted projects. For every firm, the following information must be submitted annually:

a. Firm name

b. Firm address

c. Firm's status as a DBE or non-DBE

d. Age of firm

e. Annual gross receipts of the firm.

Every firm bidding or quoting as a prime or subcontractor at any level on DOT-assisted projects must register annually with UDOT.

NOTE: Items (a) and (b) will be completed in the current bidding software by using the 'Quote Comparison' and submitted with your bid.

2. With the bid or no later than 10 workdays after bid opening date, each and every prime bidder must submit to the DEPARTMENT a list of all firms bidding and/or quoting as subcontractors, service providers or suppliers.* The Prime Bidder must also submit for each and every firm sub-quoting the following information:

a. Firm Name

b. Firm address

c. Work classification(s) bid by subcontractor, service provider or supplier:

(1) Building
(2) Concrete: Curb & gutter, Flatwork, Inlet Boxes, etc.
(3) Concrete: Structural
(4) Consulting firms
(5) Demolition
(6) Electrical: Hwy lighting, signals & fiber optics

(7) Equipment rentals and sales
(8) Excavation
(9) Fencing
(10) Grading
(11) Guardrail
(12) Landscaping & erosion control
(13) Miscellaneous
(14) Painting: Highway structures
(15) Painting: Highway striping & painted messages
(16) Paving: Asphalt highway & runway, etc.
(17) Paving: Concrete
(18) Paving: Miscellaneous
(19) Pipe Culverts, drainage, sewer & water
(20) Reconstruction : Manholes, etc.
(21) Rotomilling
(22) Sawing & sealing
(23) Signs permanent
(24) Steel reinforcing
(25) Steel structural
(26) Surveying
(27) Traffic Control: Flagging
(28) Traffic Control: Temp. Signs and Devices
(29) Trucking
(30) Supplier: Manufacturer
(31) Supplier: Regular Dealer
(32) Supplier: Service Provider

*NOTE: This requirement can be met with the 'Quote Comparison' function in the current bidding software. The report must be printed and faxed to the Civil Rights Department at (801) 965-4101.

Exhibit A

Suggested Actions and Required Documentation to Demonstrate

Good Faith Efforts to Comply With DBE Requirements

A Bidder must show that it took necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness, can reasonably be expected to fulfill the program requirement. The efforts employed should be those that would be taken if a Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements.

Documentary evidence of each action taken must be submitted with the Bid Proposal.

The following is taken, with some modification, from CFR 49 Part 26, Appendix A. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When the DEPARTMENT establishes a contract goal on a Federal aid contract, a Bidder must, in order to be responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways:

   A. The Bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.

   B. If it doesn't meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which the DEPARTMENT has established a contract goal, CFR 49, Part 26 requires UDOT to use the good faith efforts mechanism of this part. It is up to the DEPARTMENT to make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. It is important for the DEPARTMENT to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The DEPARTMENT emphasizes, however, that its determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III The U. S. Department of Transportation also strongly cautions the DEPARTMENT against requiring that a Bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the Bidder makes an adequate good faith efforts showing. This rule specifically prohibits UDOT from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions that UDOT should consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

   A. Soliciting through all reasonable and available means (e.g. attendance at pre bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested DBEs.

(1) It is the Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

(a) The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable.

(b) No specific price differential has been established by 49 CFR 26. This approach allows flexibility.

(c) Along with the reasonableness of the cost necessarily comes the fact that prime Contractors are not expected to bear unreasonable costs.

(d) Any burden that a non-DBE subcontractor might face is also limited by the reasonableness of competing bids.

(3) The ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(4) The ability or desire of a prime Contractor to bundle the work of a subcontractor who wishes to perform all the work of the subcontract with its own organization does not relieve the Bidder of the responsibility to require a subcontractor to make good faith efforts. Subcontractors are not required to accept higher quotes from lower tier DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case by case basis to provide assistance in the recruitment and placement of DBEs.

NOTE: The DBE 'Contact Log' in the UDOT Bidding System, submitted as part of the Bid Proposal, can be used to document the following efforts:
IV. A.
IV. C.
IV. D. (1)

The 'Quote Comparison' in the UDOT Bidding System, submitted as part of the Bid Proposal, can be used to document the following efforts:
IV. B.
IV. D. (3)

V. In determining whether a Bidder has made good faith efforts, the DEPARTMENT may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, UDOT may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

Submit with the Bid Proposal documentary evidence to prove that good faith efforts were accomplished: 1. Submit copies of all solicitations: correspondence, faxes, advertisements, telephone logs with dates, times, names of persons contacted, nature of conversation, DBEs' responses, and etc. 2. If DBEs submitted quotes that were not used because the range of additional costs was determined to be excessive or unreasonable, submit the range that has been determined by the Bidder to be a reasonable range of additional costs and explain how that range was determined. 3. As a part of demonstrating a reasonable range of additional costs, submit copies of all subcontractor quotes, copies of spread sheet(s) which compare all DBE quotes with non-DBE quotes and which include bid item(s) quoted, work classifications, quantities, prices, and dollar amounts. 4. Submit a narrative of specific names and types of information, assistance, considerations given, and efforts to assist DBEs under Item IV, subparts C through F.

DBE BID ASSURANCE

DBE PARTICIPATION

If the DBE goal which is indicated in Section A, CONTRACT GOAL, of APPENDIX A, BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE (DBE) **is greater than 0.0 percent**, submit DBE Commitment.

By signing the BID REPORT (either manually or electronically), it is understood that those individuals who sign as owners or authorized representatives of the Bidder, have read and are familiar with APPENDIX A, SPECIAL PROVISION, BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE and hereby certify that good faith efforts (when applicable as defined by Section IX, Bid Conditions, D.5) have been utilized to meet or exceed the goal of the DBE Program as established by the DBE Special Provision.

Indicate intended DBE commitment.

_____ We intend to meet or exceed the contract goals as per the DBE Commitment which is submitted with the Bid Proposal (when project goal is greater than 0.0).

_____ We have not met the advertised DBE Project goal. A Good Faith Effort is required. We have provided the required documentation per 49 CFR, Part 26.53.

Documentation of Good Faith Efforts is not required on a 0.0 percent goal project.

VII. Civil Rights Certification Memo

ESTIMATION & BIDDING

Memorandum

DATE: December 10, 2025

PIN: 20961

TO: nedelkov, sarah

REGION: Region 3

FROM: Lynn Starley

SUBJECT: F-R399(449)

DBE GOAL AND EQUAL OPPORTUNITY TRAINING HOURS

Please set the following goals on this project:

Equal Opportunity Training: 0.00

DAVIS BACON WAGE RATES: REQUIRED

DBE Goal Base: 0.00

Your attention to the Equal Opportunity Training and DBE goals is appreciated. This memo is valid for 6 months or if changes are made to scope of work, it will need to be resubmitted to Civil Rights for revision. If you have any questions or suggestions, please call the Civil Rights Office at (801)-870-2563.

VIII. Attention Contractors

E.E.O. Affirmative Action Requirements on Federal and Federal-Aid Construction Contracts of $10,000 or More

Include the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order (EO) 11246, as amended (incorporated by reference & Appendix A - below) and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in §60-4.3 (incorporated by reference) in all requests for bids/solicitations on all contracts and subcontracts of $10,000 or more

Include in Appendix A, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, the goals established by the Office of Federal Contract Compliance Programs (OFCCP) for minority and female participation in each craft on all contracts and subcontracts.

APPENDIX A (EO 11246)

The OFCCP goals for minority representation in each trade are shown below. The goal for female utilization (6.9 percent) applies to all contracts and subcontracts irrespective of their geographical location.

COUNTY	GOAL	COUNTY	GOAL	COUNTY	GOAL
Beaver	12.6	Box Elder	5.1	Cache	5.1
Carbon	5.1	Daggett	5.1	Davis	6.0
Duchesne	5.1	Emery	5.1	Garfield	12.6
Grand	10.2	Iron	12.6	Juab	5.1
Kane	12.6	Millard	5.1	Morgan	5.1
Piute	5.1	Rich	5.1	Salt Lake	6.0
San Juan	10.2	Sanpete	5.1	Sevier	5.1
Summit	5.1	Tooele	6.0	Uintah	5.1
Utah	2.4	Wasatch	5.1	Washington	12.6
Wayne	5.1	Weber	6.0		

These goals are applicable to all contractors' or subcontractors' construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Bidder's attention is called to the "Equal Opportunity Clause" (form FHWA 1273- II 1 b, included in this contract) and the "Standard Federal Equal Employment Specifications" set forth in 41 CFR Part 60-4 (incorporated by reference).

Compliance with the Executive Order and the regulations in 41 CFR part 60-4 is based on the implementation of the "Equal Opportunity Clause," specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and the efforts to meet the goals.

Contractors are required to give written notice to the U.S. Department of Labor, Office of Federal Contract Compliance Programs, Southwest and Rocky Mountain Region, OFCCP-SW-ConstructionAward@dol.gov, (https://www.dol.gov/agencies/ofccp/contact/regional-offices) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification must include the prime contract number, name of awarding contractor, contractor representative name, phone number, email address, contractor awarded subcontract name, address, phone number, employer identification number (EIN), dollar amount of subcontract, estimated start and completion dates of subcontract, and geographical area in which the contract is to be performed, state, county(s), city (if applicable).

Under Section 303 of EO 11246, only the U. S. Department of Labor (DOL) has the authority to determine compliance with EO 11246 and its implementing regulations. The Federal Highway Administration (FHWA) and the State highway agency (UDOT) do not have independent authority to determine compliance with EO 11246, 41 CFR Chapter 60, or the minority and female participation goals established by the Office of Federal Contract Compliance Programs (OFCCP), pursuant to 41 CFR Chapter 60.

If the State highway agency (UDOT) or the FHWA becomes aware of any possible violations of EO 11246 or 41 CFR Chapter 60, each has the authority and the responsibility to notify the OFCCP.

APPENDIX B

As used in these specifications:

a. Covered area: The geographical area described in the solicitation from which this contract resulted;

b. Director: Director, Office of Federal Contract Compliance Programs, United State Department of Labor, or any person to whom the Director delegates authority;

c. Employer identification number: The Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. Minority includes:

   (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

   (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

   (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

   (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

IX. Specific Equal Employment Opportunity Responsibilities

1. General

    a. The State Transportation Agency (STA) and Federal Highway Administration (FHWA) have the authority and the responsibility to ensure compliance with 23 USC Section 140 and Title VI of the Civil Rights Act of 1964, as amended, and related regulations, including 49 CFR Parts 21 and 23, and 23 CFR Parts 200, 230, and 633. Pursuant to this authority, the STA and the FHWA will conduct compliance reviews of contractors on federally funded highway projects to determine compliance with these laws and related regulations. The STA will prepare complete, written reports of findings of the compliance reviews. The FHWA will analyze the reports, and the evidence on which they are based.

    b. A contractor's EO requirements are in the contract provisions referenced in the FHWA-1273 (included herein). These include contractor acceptance of Section II, 1 c, and the obligation of the contractor to comply with specific EO activities at a minimum.

    c. Submit form PR-1391 in July and at other times when such information is required by the STA or the FHWA; and submit other documentation and reports as requested by the STA or the FHWA.

2. Equal Employment Opportunity (EEO)

    a. Where minorities and women have been excluded from certain classifications in a contractor's work force, the EEO affirmative action requirements specified in the contract will be implemented in good faith to provide EEO.

    b. The contractor will use the avenue afforded by the Training Special Provision (included herein) to increase minority and female employment in crafts where they have been underrepresented.

3. Minority and Female Average Availability Percentages – Utah

    a. Average percentages for minority (M) and female (F) availability in each trade, by County, are shown below. Availability is defined as "an estimate of the number of qualified minorities or women available for employment in a given job group."

COUNTY	M	F	COUNTY	M	F	COUNTY	M	F	COUNTY	M	F
Beaver	6.8	3.0	Box Elder	9.9	5.0	Cache	9.9	5.0	Carbon	12.3	3.0
Daggett	12.3	3.0	Davis	8.9	3.0	Duchesne	12.3	3.0	Emery	15.5	5.0
Garfield	15.5	5.0	Grand	15.5	5.0	Iron	6.8	3.0	Juab	8.2	4.0
Kane	15.5	5.0	Millard	6.8	3.0	Morgan	11.1	3.0	Piute	15.5	5.0
Rich	9.9	5.0	Salt Lake	21.6	5.0	San Juan	15.5	5.0	Sanpete	8.2	4.0
Sevier	15.5	5.0	Summit	11.1	3.0	Tooele	8.2	4.0	Uintah	12.3	3.0
Utah	11.9	4.0	Wasatch	11.1	3.0	Washington	10.0	4.0	Wayne	15.5	5.0
Weber	17.8	5.0									

b. The use of these average percentages in no way precludes the contractor from performing and documenting good faith efforts to recruit and employ minorities and females.

4. Compliance Determinations

a. The list below is a set of “Good-Faith Efforts” criterion established in FHWA’s regulatory and policy requirements that may be used to determine a contractor’s good faith efforts:

1. Contractor’s EEO Policy
2. Dissemination of the EEO Policy
3. Authority and Responsibility of EEO Officer
4. Periodic EEO meetings (EEO indoctrination)
5. Notices/posters on bulletin board
6. Advertising as an “EEO Employer”
7. Recruitment – Systematic and direct recruitment efforts with sources likely to yield minorities and women
8. Educate all new supervisors within 30 days of reporting to duty
9. Encourage present employees to refer minorities and women
10. Evaluates the spread of wages to determine whether discrimination exists
11. Investigates all complaints, promptly, and appropriate corrective action is taken
12. Assist in locating, qualifying, and increasing the skills of minorities and women
13. Fully uses training programs and advises employees and applicants of opportunities
14. Minorities and women exist in contractor’s training program
15. Ensure non-segregated facilities
16. Minorities and women are employed in all occupations, crafts, and job classifications on an equal basis
17. Procedures establishing the monitoring of subcontractors’ compliance with nondiscrimination, EO and EEO obligations
18. The need for adequate records and reports

19. Minorities and women reach accumulating work hours expected based on their representation
20. Ensure a workplace free of harassment, intimidation, and coercion

b. Affirmative Action is determined based on the evaluation of the contractor's compliance with all of the above good faith efforts and on the contractor's efforts to achieve maximum results from the actions.

c. A contractor is in compliance when there is no evidence of discrimination in employment, training, DBE, Indian Preference provisions, equal opportunity requirements, or evidence every good faith effort has been made.

d. Include in the EEO Policy a commitment to provide a workplace free of harassment, intimidation, and coercion; ensure the policy is posted on the project bulletin board; ensure foreman and superintendents are trained in prevention of harassment, intimidation, and coercion; and take other affirmative actions as necessary to satisfy the requirements of 41 CFR 60 4.3.7a. At the time annual registration is due, the contractor will acknowledge that they have a workplace free of harassment, intimidation, and coercion.

5. Training Special Provisions

This Training Special Provisions supersedes subparagraph II 6b of the FHWA-1273, and is an implementation of 23 U.S.C.C.140 (a).

Provide training as follows as part of the equal employment opportunity affirmative action program:

Provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

For the number of training hours to be trained under the special provision:
<u>Refer to Civil Rights Certification Memo</u>

If a portion of the contract work is subcontracted, determine how many, if any, of the trainees are to be trained by the Subcontractor. Make this training special provision applicable to the subcontract. Retain the primary responsibility for meeting the training requirements imposed by this special provision. Where feasible, 25 percent of apprentices or trainees in each occupation will be in their first year of apprenticeship or training.

Distribute the number of trainees among the work classifications on the basis of needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, submit to the

State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Specify the starting time for training in each of the classifications. The STA gives credit for each trainee employed on the contract work that is currently enrolled or becomes enrolled in an approved program. Reimbursement is made for the trainees as specified in this provision.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Demonstrate the steps taken to achieve compliance with Federal Projects With Full Size Plan Sheets this Training Special Provision. This training commitment is not intended nor used to discriminate against any applicant for training, whether a member of a minority group or not.

Do not employ a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. Include appropriate questions in the employee application or by other suitable means to satisfy this requirement. Document the findings in each case. The training program selected, and approved by the STA and the FHWA, establishes the minimum length and type of training for each classification in that program. The STA and the FHWA approves a program if it meets the equal employment opportunity obligations and qualification of the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and training are considered acceptable if administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program is obtained from the State prior to commencing work on the classification covered by the program.

Provide training in the construction crafts rather than clerk typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification if approved by the division office. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Trainees are paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project, or as other percentages are approved by the Dept. of Labor. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program will apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

Furnish the trainee a copy of the program to be followed in providing the training. Provide each trainee with a certification showing the type and length of training satisfactorily completed.

Provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision. UDOT form, Monthly Training Summary satisfies this reporting requirement. Contractor will accomplish entry of this information electronically by entry into UDOT Business System at least monthly for the duration of the project.

a. Training Program Description: As part of the Equal Employment Opportunity Affirmative Action Program, the Contractor will provide on-the-job training aimed at developing full journey status in the type of trade or job classification involved. The number of hours of training to be provided under this contract will be as shown on the bid schedule. Apprentices must be enrolled in an US Dept. of Labor, Bureau of Apprenticeship and Training approved program.

b. OBJECTIVE: Training and upgrading of minorities and women toward journey status is the primary objective of this program. The Contractor will enroll minorities and/or women, where possible, and document good faith efforts prior to the hire of non-minority males in order to demonstrate compliance with this Training Special Provision. This training commitment is not intended, and will not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

c. PROJECT TRAINING GOAL: The formula for determining the training goal specified in the Training Special Provision will be as follows:

DESCRIPTION	SAMPLE				
Engineer's estimate times 33% equals total labor dollars.	$25,000,000	X	33%	=	$8,250,000
Total labor $ divided by $50/hr equals total labor hours.	$8,250,000	÷	*$50/hr	=	165,000 hrs.
Total labor hours times 5% equals project training hours.	165,000 hrs.	X	5%	=	8,250 hrs.

*$50.00 = labor cost per hour per employee – to be adjusted periodically to accommodate increase in cost.

e. GENERAL: At the time of the pre-construction meeting, the Contractor must submit Form C-130 indicating the training program to be used, the number of hours of training to be provided by classification, and the anticipated starting time for training in each selected classification when there are OJT hours assigned to the project.

f. If the C-130 is not completed and submitted prior to the start of construction, liquidated damages will be assessed. Civil Rights Office reserves the right to assess liquidated damages based on the highest wage rate (base + fringe) that associates to an apprentice program when the C-130 is not completed and submitted.

g. The Contractor will review annually the training and promotion potential of minority and women employees and will encourage eligible employees to apply for such training and promotion.

h. METHOD OF MEASUREMENT: The Contractor will be credited for each approved apprentice/trainee employed on the project and reimbursed on the basis of hours worked in the program to which he/she is indentured, as listed on the certified payrolls, and reported monthly, by the Contractor in the UDOT Business System. There will be no credit for training provided under this section prior to the Contractor's submittal and approval by the RE of the Apprentice/Trainee Certification from the appropriate agency. This certification expires 90 days from the date of issue, and must be renewed by the Contractor in order to keep the apprentice/trainee's hours eligible for reimbursement.

i. BASIS OF PAYMENT: Payment for contractor participating in the Apprenticeship Training Program will be made at a rate of $10.00 an hour. Payment will be made at the contract unit price of $10.00 for each hour of approved apprenticeship training actually provided. If the contractor provides training for more than the number of hours specified on the bid schedule, the payment of $10.00 per hour continues to be paid for all hours of training provided, up to a maximum of double the assigned goal. No reimbursement will be provided to the contractor for hours in excess of twice the assigned training goal per project. All reimbursement payments made to the contractor for training must be paid to the agency administering the training program. Certified documentation, C139 form, showing the payment to the training agency is required to be submitted to the UDOT project office.

A contractor will have fulfilled his/her responsibilities under this Training Special Provision if he/she has provided acceptable training to the number of trainees specified on the C-130 and the number of hours specified and shown on the bid schedule. EXAMPLE (a): Training Goal = 750 hours; Hours specified on bid schedule = 750. Contractor may use any number of trainees to satisfy the number of hours specified on the bid schedule but the number of trainees specified on the Form C-130 must be used unless change is approved by RE. EXAMPLE (b): Training Goal = 2000 hours; Hours specified on bid schedule = 2,000. Contractor may use any number of trainees to satisfy the number of hours specified on the bid schedule.

Any request for adjustment to the OJT Training Form or goal MUST be submitted and approved by the UDOT Civil Rights Office prior to substantial completion of project. Good Faith Efforts and mitigating circumstances will be considered in approval process.

DISINCENTIVES: Where the Contractor has failed, by the end of the project, to provide the required number of hours of training and has failed to submit acceptable good faith efforts documentation which establishes exactly why he/she was unable to do so, the Contractor will be assessed an amount equal to the following disincentives to be deducted from the final progress payment:

DESCRIPTION	**SAMPLE**				
Number of hours of training not provided, times the journey worker hourly scale plus benefits	**HOURS OF TRAINING NOT PROVIDED**	***JOURNEY WORKER**	**BASE PLUS FRINGE**	**TOTAL HOURLY WAGE OF TRAINEE**	**DISINCENTIVES**
	600	OPERATOR – Blade Smooth/Finish	23.80 + 9.76	= 33.56	20,136.00
	500	CARPENTER	16.13 + 2.80	= 18.93	9,465.00
	600	IRONWORKER	21.84 + 9.92	= 31.76	19,056.00
	700	OPERATOR – Bulldozer	18.05 + 7.08	= 25.13	17,591.00
Total training hours not provided	2,400	**Project Total Disincentives**			66,248.00

*The journey worker scale is based on the classification identified in the approved programs submitted previously on the form C-130.

(This form C-130 replaces the required Training Letter of Commitment and is to be completed and submitted to the UDOT Resident Engineer before or at the pre-construction meeting for the project. Form is found on the UDOT web site, Construction forms, DBE, EEO and Labor Forms).

TRAINING COMMITMENT FORM

(This form replaces the required Training Letter of Commitment and is to be completed and submitted to the UDOT Resident Engineer before or at the preconstruction meeting for the project.)

Date:____

Project # ____________________________ **Location** _____________________________________

Company ____

Address ____

City **State** **ZIP** **Phone**

Craft/Classification	Training Program	# Trainees	Starting Date	Approx # Hrs

Signature _____________ **Title** ____________ Date ________________

X. Wage Rates Applicable

"General Decision Number: UT20260007 01/02/2026

Superseded General Decision Number: UT20250007

State: Utah

Construction Type: Highway

County: Duchesne County in Utah.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUUT2019-001 04/03/2023

	Rates	Fringes
CARPENTER, Includes Form Work	$ 22.34	3.48
CEMENT MASON/CONCRETE FINISHER	$ 21.21	2.87
ELECTRICIAN	$ 26.83	0.00
FENCE ERECTOR	$ 15.86	2.84
HIGHWAY/PARKING LOT STRIPING: Painter	$ 19.26	1.62
INSTALLER - SIGN	$ 17.48	2.73
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 24.66	8.65
LABORER: Common or General	$ 16.57	2.58
LABORER: Landscape	$ 15.16	2.79
LABORER: Mason Tender - Cement/Concrete	$ 16.62	2.71
LABORER: Pipelayer	$ 18.04	2.79
OPERATOR: Backhoe/Excavator/Trackhoe	$ 21.33	5.83
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 20.05	3.31
OPERATOR: Broom/Sweeper	$ 19.60	7.41
OPERATOR: Bulldozer	$ 24.21	1.59
OPERATOR: Concrete Finishing Machine	$ 22.57	6.55
OPERATOR: Grader/Blade	$ 27.92	15.65
OPERATOR: Loader	$ 25.37	15.65
OPERATOR: Mechanic	$ 27.43	15.65

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OPERATOR:  Milling Machine.......$ 27.81             7.26

OPERATOR:  Oiler.................$ 19.00             5.44

OPERATOR:  Paver  (Asphalt,
Aggregate, and Concrete).........$ 26.52            13.33

OPERATOR:  Roller................$ 23.50             4.97

OPERATOR:  Screed................$ 27.15            13.59

TRAFFIC CONTROL:   Flagger.......$ 12.33             1.72

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.............$ 20.31             8.65

TRUCK DRIVER:  Dump Truck........$ 20.44             4.07

TRUCK DRIVER:  Oil
Distributor Truck................$ 27.34             8.55

TRUCK DRIVER:  Water Truck.......$ 22.83            11.01
----------------------------------------------------------------
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION
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XI. Title VI

The Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Appendix A and E

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment A

NON-DISCRIMINATION NOTICE

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and the Title 49, Code of Federal Regulations. The text below, in its entirety, is in all contracts entered into by UDOT. All of the text except the final section, entitled “Incorporation of Provisions,” should be included in any contract entered into by any UDOT contractor.

During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability, income status, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, disability, income status, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

    b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973,(23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 610 l*et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin

discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

XII. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

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.

XIII. Measurement and Payment

Measurement and Payment

Project # F-R399(449)

Line No.	Item Number	Item Name	Unit of Measure
1	015017010	Mobilization	Lump
	Amount Paid: The lesser of 25% of Mobilization or 2.5% of contract. When Paid: With first estimate. Amount Paid: The lesser of 25% of Mobilization or 2.5% of contract. When Paid: With any estimate following completion of 5% of contract. Amount Paid: The lesser of 25% of Mobilization or 2.5% of contract. When Paid: With any estimate following completion of 10% of contract. Amount Paid: The lesser of 25% of Mobilization or 2.5% of contract. When Paid: With any estimate following completion of 20% of contract. Amount Paid: Amount bid in excess of 10% of contract price. When Paid: Project acceptance-final.		
2	015407010	Public Information Services	Lump
	Amount Paid- 25% of bid item amount. When Paid- with first estimate. Amount Paid- Remaining portion of bid item paid as a percentage of the contract completed. When Paid- with each subsequent estimate.		
3	01554700*	Traffic Control	Lump
	Amount Paid- 25% of the bid item amount. When Paid- with first estimate. Amount Paid- remaining portion of bid item paid as a percentage of the contract completed. When Paid- with each subsequent estimate.		
4	017217010	Survey	Lump
	Pay 25% of the bid item amount, when the project is 5% complete. Pay 15% of bid item amount, when the project is 10% complete. Pay 35% of bid item amount, when the project is 50% complete. Pay 15% of bid item amount, when the project is 75% complete. Pay 10% of the bid item amount, when the as-constructed drawings are verified complete.		
5	022217050	Remove Tree	Each
6	022217095	Remove Pipe	ft
	Measurement: along centerline of pipe to the outside edge of the box.		
7	022217110	Remove Concrete Sidewalk	sq yd
	Use the area of horizontal projection to calculate the area of steps		
8	023167020	Roadway Excavation (Plan Quantity)	cu yd
9	027417050	HMA - 1/2 inch	Ton
10	02771708*	Detectable Warning Surface	Each
	Includes a new detectable warning surface.		
11	027767010	Concrete Sidewalk	sq ft
	Measurement: exclude through driveways.		
12	027767040	Concrete Flatwork, 6 inch Thick	sq ft
13	02813700*	Reconstruct Sprinkler System	Lump
14	029387010	Tree Pruning	Each
15	027657050	Pavement Marking Paint	gal
16	028917285	Relocate Sign Less Than 20 Square Feet	Each
17	02891728P	Relocate Sign Panel	Each
18	028917300	Small Sign Tubular Steel Post Base (B1)	Each
19	028917360	Sign Post P2	Each

XIV. Special Provisions

	Section No.	Title – Type (current date)
1.	00221S	Bidding Contract Time – Innovative Contracting (P+T) Special Provision (Calendar Day Projects) (2026, Version 1)
2.	00555M	Prosecution and Progress – Construction Special Provision (December 9, 2025)
3.	00825S	Native American Employment Preference (UTE), Region 3 Special Provision (2026, Version 1)
4.	01284S	Prompt Payment – Department Special Provision (2026, Version 1)
5.	01355S	Environmental Compliance – Department Special Provision (2026, Version 1)
6.	01455S	Material Quality Assurance– Department Special Provision (2026, Version 1)
7.	01458S	Domestic Materials – Department Special Provision (2026, Version 2)
8.	01554S	Traffic Control – Department Special Provision (2026, Version 2)
9.	02083S	Relocate Fire Hydrant -Project Special Provision (September 30, 2025)
10.	02741S	Asphalt Mix – Materials Special Provision (2026, Version 1)
11.	02742S	Project Specific Surfacing Requirements – Department Special Provision (2026, Version 1)
12.	02771M	Pedestrian Access Ramp-Project Special Provision (November 17, 2025)
13.	02813S	Reconstruct Sprinkler System-Project Special Provision (November 7, 2025)
14.	03055S	Portland Cement Concrete – Materials Special Provision (2026, Version 1)

SPECIAL PROVISION

PROJECT #F-R399(449)
PIN #20961

SECTION 00221S

BIDDING CONTRACT TIME

Add Section 00221:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedures for bidding contract time for the Price + Time bidding process.
   1. Includes incentive/disincentive for early/late completion of project milestones.

B. Description of time component pricing, and time related incentive or disincentive.

1.2 RELATED SECTIONS

A. Section 00555: Prosecution and Progress

1.3 REFERENCES Not Used

1.4 DEFINITIONS Not Used

1.5 SUBMITTALS Not Used

1.6 TIME COMPONENT

A. Determine the bid price for the time component as follows.
   1. Measure contract time in working days.
   2. Determine the number of working days required between each start milestone and finish milestone in Table 1.
      a. Consider all requirements of the contract when determining the number of working days,
      b. Include the days of the start milestone and finish milestone in the number of working days.

B. The Department does not guarantee that any milestone can be completed in the minimum days shown in Table 1.

C. Bidders are responsible to complete the milestones within the time bid and according to project requirements.

D. The Department will consider the bid non-responsive if the bidder:
1. Does not submit a bid for the time component.
2. Submits a time component bid for any awardable portion of the contract which is outside the minimum or maximum range.

E. Negative amounts are not permitted for time related bid items.

F. Time is bid in working days. Consider seasonal project specific weather conditions during bid preparation.

Table 1

Determination of Working Days						
A	**B**	**C**	**D**	**E**	**F**	**G**
TIME SEGMENT	**START MILESTONE**	**FINISH MILESTONE**	**TIME-RELATED COST-RATE**	**TIME-RELATED COST-RATE METHOD**	**MIN**	**MAX**
			Dollars per working day	User Cost or Liquidated Damages	Working days	Working Days
Contract Time Segment 1	1st day of work as determined by contractor after notice to proceed	Substantial Completion (See Note 3)	$930	Liquidated Damages (See Note 4)	35	60

NOTE 1: Notify Engineer in writing 7 calendar days prior to beginning work.
NOTE 2 Time charges begin when Contractor begins work on the project.
NOTE 3: Substantial Completion to be obtained prior to August 15, 2026.
NOTE 4: Liquidated Damages will be assessed if the Finish Milestone Date is not met, or the number of allowable working days are exceeded.
NOTE 5: Contractor may request a one-time suspension of time. If a suspension in time is requested the following terms must be met and approved by the Engineer.

a) The areas under construction must be left so as to not pose a hazard to the public or create a hardship to the town in maintaining the roadway or the area.
b) Any work started in front of an individual residence must be 100% completed.

1.7 INCENTIVES/DISINCENTIVES RELATED TO "TIME"

A. Contract time related charges are determined by multiplying the number of working days accrued for each time segment by its corresponding time related cost rate and summing the products.

B. Document accrued time charges per time segment for the duration of the project.

C. Payments or deductions to the Contractor will be based on the difference between the time related bid amounts and the actual time charges assessed for the completed project.
   1. Payment for the incentive will be made in the project accounting system after substantial completion.
   2. Deduction for any milestone disincentive will be made on the first progress payment after the total number of working days bid for a milestone has passed without completion as defined in Table 1.

D. Incentive
   1. The Contractor is eligible for incentive when a milestone is achieved before the number of working days bid as determined by the Department.
   2. Payment is made at the rate shown in column D for the difference between the number of working days bid and the actual number of working days used to achieve the milestone when Column E is defined as "User Cost."
   3. Payment is made at the rate shown in the schedule of liquidated damages in Section 00555 based on the original contract amount when Column E is defined as "Liquidated Damages."
   4. The maximum dollar amount eligible for incentive payment for all combined milestones is $0.

E. Disincentive
   1. When the time related cost in Column E is defined as "User Cost."
      a. The Contractor is assessed a disincentive when a milestone is not achieved within the number of working days bid as determined by the Department.
      b. Disincentive is assessed at the rate shown in column D for the difference between the number of working days bid and the actual number of working days used to achieve the milestone.
      c. There is no maximum dollar amount for disincentive charges.
      d. Liquidated damages are charged in addition to disincentive for the difference between the maximum working days and the actual number of days to achieve the milestone if

milestone completion is not achieved prior to the maximum working days shown in Table 1. Refer to Section 00555.

2. When the time related cost in Column E is defined as “Liquidated Damages.”
   a. The Contractor is assessed disincentive at the rate shown in the schedule of liquidated damages in Section 00555 based on the original contract amount.
   b. Disincentive is assessed for the difference between the number of working days bid and the actual number of working days used to achieve the milestone.
   c. Disincentive applies until milestone completion or the maximum working days defined in Column G, whichever occurs first.

F. Liquidated Damages
   1. Liquidated damages are assessed according to Section 00555 for the difference between the number of maximum working days from Column G and the actual number of working days used to achieve the milestone.

G. Timeline of Incentive, Disincentive, and Liquidated Damages
   1. Refer to Figure 1

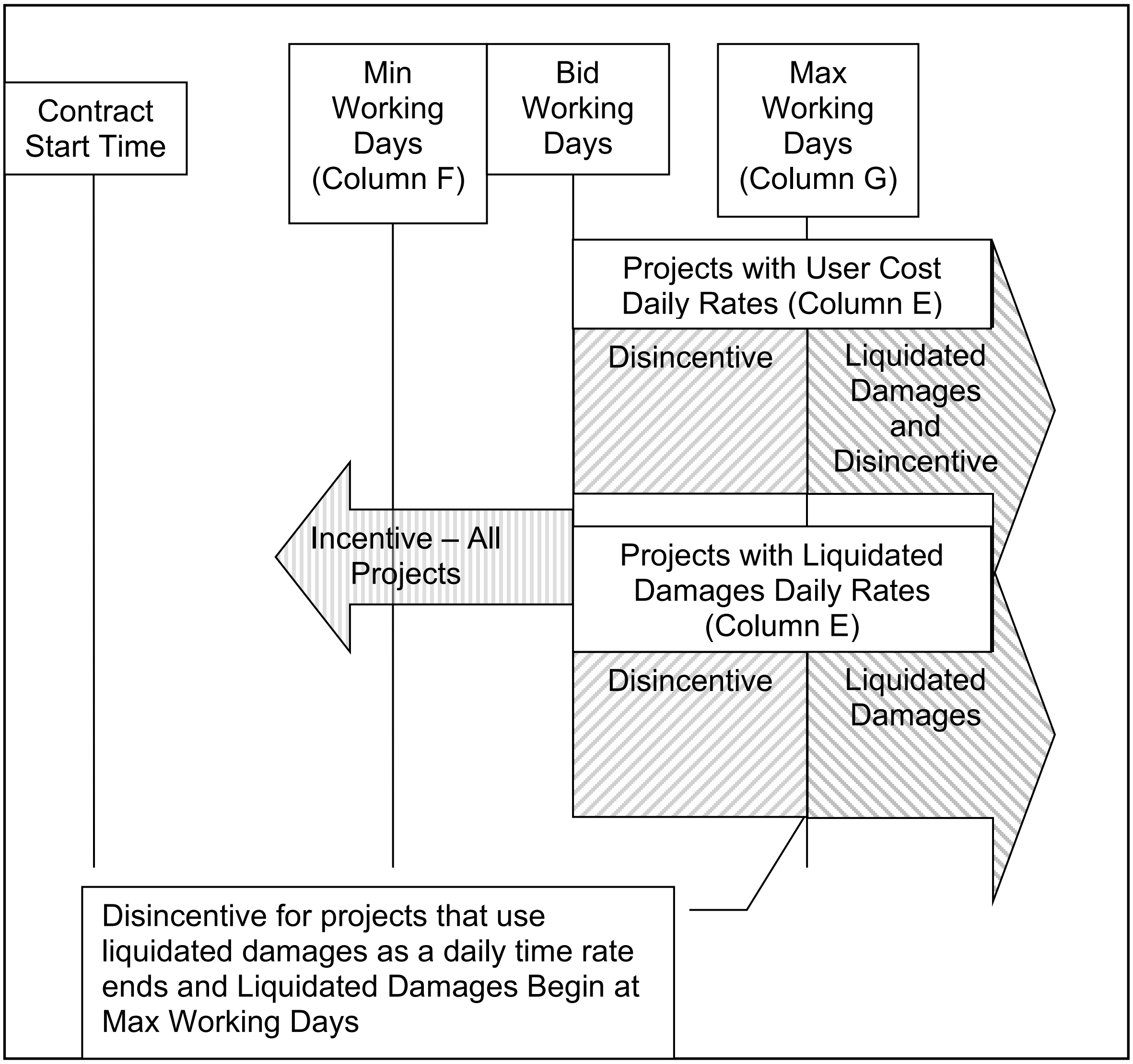

Figure 1 – Timeline of Incentive, Disincentive, and Liquidated Damages

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

December 9, 2025

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 00555M

PROSECUTION AND PROGRESS

Add the following to Article 1.2

E. Section 01556S: Night Work Lighting

Delete Article 1.9, paragraph C, subparagraph 1 and replace with the following:

C. Category II Holiday Work
  1. Do not perform any work without written approval except for repairing or servicing equipment, protecting work, maintaining or curing concrete, and maintaining traffic on Category II holidays as defined in Section 00570 and as listed below. Any changes to this requirement shall be at the discretion of the Engineer.
     a. Friday, May 22nd, 2026 to Monday, May 25th, 2026 (Memorial Day)
     b. Sun June 28th, 2026 to Mon, July 6th, 2026 (Independence Day)
     c. Thursday, July 23rd, 2026 to Sunday, July 26th, 2026 (Pioneer Day)

Delete Article 1.9, paragraph D and replace with the following:

D. Nighttime Construction Work
  1. Do not perform any Nighttime construction work.

Add the following to Article 1.9

E. Construction Restrictions
  1. Access and Driveways
     a. Maintain access to side streets at all times.
     b. When more than one driveway exists, keep at least one driveway open at all times. For businesses with only one access, maintain half of the driveway or a minimum of 12-feet, whichever is greater, open at all times. Inform property owners a minimum of 7 calendar days prior to closure of driveway.

c. No access will be closed for more than 14 consecutive days.

2. Lane Restrictions
   a. No lane closures allowed when no work is taking place.
   b. Minimum lane width for traffic control is 11 ft and 2 ft shoulders.
   c. Shoulder closures allowed at any time.
   d. During active construction maintain 1 lane of traffic.
3. Contact Police, Fire and Emergency Services in the area at least 7 calendar days prior to beginning work. Inform them in writing of work location, lane closures and schedule as work progresses. Give the Engineer a copy of the work plan. Provide 24-hour contact Information.
4. Price adjustments for non-compliance will be according to section 01554S in addition to any delay disincentives in paragraph F of this Section.

F. Disincentives

1. Do not delay traffic longer than 15 minutes during any phase of construction.
   a. A delay is defined as the total length of time any vehicle is stopped within the project limits by the Contractor.
   b. Disincentives for delays longer than 15 minutes are as follows:

Delay Disincentive				
16	to	30	minutes	$2,000.00
31	to	40	minutes	Add'l $2,000.00
41	to	50	minutes	Add'l $2,000.00
51	to	60	minutes	Add'l $2,000.00
Every 10 minutes after 60				Add'l $4,000.00

   c. The Engineer will document delays and review them with the Contractor as they occur.

G. Environmental

1. No staging or storing areas have been environmentally cleared for the project.
2. Contractor is responsible for all staging and storage areas as per section 01355.

Project Mitigation Commitments		
Type	Description	Reference
Air Quality	Dust Control and Watering	Section 01572
Cultural	Offsite Clearance, Discovery	Section 01355, Part 3.8
Invasive Weed	Control spread of invasive weeds	Section 02924S

   a. Notify Engineer immediately of any significant paleontological discoveries.
   b. Submit copy of documents to Engineer.
3. Perform a migratory bird survey by a UDOT – approved biologist if any tree is removed between April 1 and July 15. Do not perform any tree removal during this period if nests are found. Removal of nests cannot occur until after all young have been confirmed to have fledged by the qualified biologist.
4. Coordinate and cooperate with the town of Tabiona while they are moving/replacing water meters and valves.

H. Utilities

1. Upon Notice of Award, notify area utility companies of work schedule.
2. Contact Blue Stakes prior to the installation of signs. Mark each sign location prior to contacting Blue Stakes. Provide Blue Stakes with a location of each sign location by route and milepost.
3. Adjust final location of signs as needed to avoid utilities.
4. Before digging, call Blue Stakes for the location of underground utilities 1-800-662-4111 or 811.
5. Protect in place all existing utilities unless marked relocate or abandon on the plans.
6. All existing utility locations are for reference only. Contractor to verify horizontal and vertical locations in the field.
7. Contractor will be responsible to stake existing and or future UDOT right of way for any utility relocations.
8. Contractor will provide traffic control for any company completing relocations for UDOT project.
9. Field verify utility depths. Perform this work as soon as possible after mobilization and discuss the results with Engineer.

10. Utility relocation work contained within the project is subject to inspection by an authorized agent of the Third-Party Utility company.
11. Notify Engineer of any additional Third-Party Utility work required for unidentified utilities that are uncovered during construction. Coordinate this additional work with the Engineer and Third-Party Utility companies before proceeding with construction.
12. Provide traffic control for the Third-Party Utility companies’ work not completed prior to the beginning of roadway construction. Coordinate with the Third-Party Utility companies on their traffic control needs in advance of beginning work.
13. Provide project construction staking for Third-Party Utility companies’ work not completed prior to the beginning of roadway construction to help accelerate their work and to avoid conflicts. Provide one set of stakes per Third-Party Utility Company.
14. Coordinate with each Third-Party Utility company for timing and survey extents. The Contractor’s Third-Party Utility coordinator will need to document Third-Party Utility company requests and correspondence in writing via email for concurrence of each discussion and submit information to Engineer upon request.
15. See Plan Sheet 1-A for Utility contact information.

Delete Article 1.11, and replace with the following:

A. Implement partnering according to the Partnering Field Guide. Refer to http://www.udot.utah.gov/go/standardsreferences.
   1. The Department will reimburse 100 percent of formal partnering invoices that were pre-approved by the Engineer.
      a. The Department will not reimburse invoices that were not pre-approved.
   2. Failure to comply will result in 25 percent of the first estimate’s Mobilization payment up to $25,000 being withheld until all individuals have completed the required training.

Delete Article 1.12, paragraph A and replace with the following:

A. Contract time begins on first day of work after the date of notice to proceed.
   1. All work to be completed in 2026 Calendar year.

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 00825S

NATIVE AMERICAN INDIAN EMPLOYMENT PREFERENCE (UTE)

Add Section 00825:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Provisions and requirements for the preferential employment of Native American Indians living on or near a reservation for projects and contracts on Native American Indian reservation roads in relation to 41 CFR Part 60 (1.5) and 25 CFR Part 170.912 as pertains to this section.

1.2 RELATED SECTIONS Not Used

1.3 REFERENCES

A. 25 CFR Part 170.912

B. 41 CFR Part 60 (1.5)

C. Davis-Bacon Act

D. Surface Transportation and Uniform Relocation Assistance Act of 1987

E. Ute Tribal Preference in Employment Act

1.4 DEFINITIONS

A. Native American Indian: A member of a federally recognized Native American Indian tribe.

B. Necessary qualifications:
   1. The job-related qualifications essential to the performance of the basic responsibilities designated for each employment position, including any education, training, and job-related experience, but excluding qualifications relating to ability or aptitude to perform responsibilities in other employment positions.
   2. Demonstrated ability to perform essential and basic responsibilities is deemed satisfaction of necessary qualifications.

C. Core Crew Employees:
   1. A member of a contractor's crew who is a regular permanent employee.
   2. Regular, permanent employees are and have been on the contractor's or subcontractor's payroll for at least one prior construction season or are an owner of the firm.
   3. Employees who are hired on a project-by-project basis are not considered regular permanent employees.

1.5 SUBMITTALS

A. Weekly copy of certified payrolls covering the project work force, and any additional information as the Ute Tribal Personnel Office deems necessary to the Ute Tribal Personnel Office.
   1. Contact the Ute Tribal Personnel Office for required specific information and reports and submit according to requirements.

B. Required copies of payroll to Utah Department of Transportation.

1.6 POLICY

A. The Department affirms its policy to encourage employment of minorities consistent with the Ute Tribal Preference in Employment Act, and the intent of Section 122 of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA).

B. The Ute Tribal Preference in Employment Act requires a preference in employment for Native American Indians for work conducted on the Ute Indian Reservation.

C. This Special Provision supplements but does not replace the existing Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements contained in this contract.

D. These provisions and requirements apply to all contractors and subcontractors.

1.7 REQUIREMENTS

A. Give preference in employment opportunities under this contract to Native American Indian applicants who meet the necessary qualifications for the work required, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation to the extent set out in the paragraphs immediately below.

B. The Ute Tribal Personnel Office strongly recommends that all contractors and subcontractors hire apprentices, trainees, and female employees.

C. Contact the Ute Tribal Personnel Office for work force recruitment needs, preferably at least one week before beginning construction. Direct inquires for referrals by the Ute Tribal Personnel Office to Compliance Officer, Ute Tribal Personnel Office, Post Office Box 190, Fort Duchesne, Utah 84026, telephone: (435) 722-5141, extension 110.

D. Advertise and announce all job vacancies in at least one newspaper and radio station serving the Utah portion of the Ute Indian Reservation. Occupied Core Crew position need not be advertised.
   1. Provide detailed job summary or description, wage rates in relation to the Davis Bacon Act or salary for all open positions.
   2. Contractors and subcontractors retain the right to reject any job applicants.
   3. Contractors bear the burden of the following if they or subcontractors are unable to recruit or hire Native American Indian applicant:
      a. Justifying the rejection of every Native American Indian applicant in each employee craft or category.
      b. Substantiating the criteria used in hiring such employee craft or category as relevant to the job being performed.

E. Give two working days advance notice after construction has begun to the Ute Tribal Personnel Office when requesting new employees to satisfy and comply with the Ute Tribal employment goals.
   1. Contractors and subcontractors may recruit elsewhere if the Ute Tribal Employment Office cannot refer qualified employees within two days.

F. Ute Tribal Personnel Office Poster must be posted on the Project Bulletin Board. Contact the Ute Tribal Personnel Office for the required posters.

G. The Contractor or subcontractor may dismiss any employee for just cause including but not limited to:
   1. Lack of necessary skills or training
   2. Inability to perform by virtue of state or federal law.
   3. Breach of the contractor's standards of conduct.

H. Non-compliance:
   1. Ute Tribal Personnel Office will notify contractors found in non-compliance of the Ute Tribe Preference in Employment Requirements, and attempt to resolve disputes or discrepancies informally.
   2. The Ute Tribal Personnel Office will take whatever administrative actions or remedies are necessary if no resolution can be reached. The Contractor will be notified in writing if this occurs.
   3. The Ute Tribal Personnel Office will proceed with other actions if no response is received by the specified date.
   4. All issues regarding non-compliance with the provisions of this Special Provision will be resolved between the contractors, subcontractors and the Ute Tribal Personnel Office.

I. Include in the bid an amount necessary to cover any local Tribal taxes, fees, or costs that may be applicable to this project.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 01284S

PROMPT PAYMENT

Delete Section 01284 in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Prompt Payment

B. Payment Delay and Withholding

C. Failure to Make Prompt Payment

D. Retention Not Withheld

1.2 RELATED SECTIONS Not Used

1.3 REFERENCES Not Used

1.4 DEFINITIONS Not Used

1.5 SUBMITTALS Not Used

1.6 PROMPT PAYMENT

A. Pay subcontractors no later than 30 calendar days after receiving payment from the Department.

B. Enter the dates and amounts into the Department's business system within 30 calendar days of receiving payment, on Federal-Aid projects, from the Department for each payment that is sent to each subcontractor.
1. The Contractor's entry date deadline is measured from the date the pay estimate is paid by the Department's comptroller.
2. The Department considers the entry of payments into the Department's business system as an affidavit certifying prompt payment by the Contractor.

C. Maintain prompt payment records for leases, task orders, purchase orders, suppliers and any other agreements for services or materials for audit purposes for at least three years.

1.7 PAYMENT DELAY AND WITHHOLDING

A. Delay or withhold payment from any subcontractor only for cause and document the reason in the comments area of the Department's business system.
   1. Acceptable cause for payment delay includes:
      a. Subcontractor has not provided all federally required documents, including certified payroll, or EEO documents.
   2. Acceptable cause for payment withholding includes:
      a. Disincentives assessed that were the fault of the subcontractor
      b. Claims that were caused by the subcontractor's work
   3. Obtain Department approval for any other cause.
   4. The Department may hold the dollar amount of delayed or withheld payment to a subcontractor from future estimates on items of work performed by the Contractor if payment is held without cause.

B. Notify the subcontractor in writing immediately after cause is identified and list the deficiencies.

C. Issue payment to subcontractor within ten calendar days of receiving documentation demonstrating correction of deficiencies that led to the delay or withholding.

1.8 FAILURE TO MAKE PROMPT PAYMENT

A. The Contractor is considered non-compliant if no payment is made to the subcontractor within 30 calendar days and there are no comments in Department's business system explaining why the subcontractor's payment is being delayed or withheld.
   1. The Engineer will notify the Contractor upon determination of failure to make prompt payment.
   2. Make prompt payment and document the payment in the Department's business system within ten calendar days of receiving notification.

B. The Department may employ other mechanisms consistent with this Section and applicable state and local law, beginning ten calendar days after notification by the Department, until payment is paid in full.
  1. Other mechanisms may include:
    a. A disincentive of $100 per day for the first two weeks, then increasing to $250 per day until payment is made for each subcontract that is not promptly paid.
    b. Holding payments on items of work performed by the Contractor until subcontractors are paid for the work they have performed.

C. The Department considers repeated failure to make prompt payment a violation for which the Contractor may be subject to one or more of the following measures:
  1. Forfeit the privilege of bidding on Department projects.
  2. Forfeit the privilege of having a subcontract to perform work or supply materials on Department projects.

D. The Department may consider additional measures up to and including debarment for repeated failure to make prompt payment.
  1. Failure to pay subcontractors promptly may affect Contractor's rating, which will also affect the Contractor's prequalification amount.

1.9 RETENTION NOT WITHHELD

A. The Department will not hold retention on this project. Pursuant to Utah State Code § 13-8-5 (1) the Contractor and subcontractors cannot hold retention.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 01355S

ENVIRONMENTAL COMPLIANCE

Delete Section 01355 in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Compliance with federal and state environmental regulations.

1.2 RELATED SECTIONS Not Used

1.3 REFERENCES

A. Code of Federal Regulations (CFR)

B. U.S. Environmental Protection Agency (EPA) Regulations

C. Utah Administrative Code (UAC)

D. Utah Department of Environmental Quality (DEQ) Regulations

E. Utah Construction General Permit (CGP)

F. UDOT Municipal Separate Storm Sewer System (MS4) Permit

1.4 DEFINITIONS

A. Fugitive Dust – Particulate, composed of soil and/or industrial particulates such as ash, coal, minerals, etc., which becomes airborne because of wind or mechanical disturbance of surfaces. Natural sources of dust and fugitive emissions are not fugitive dust within the meaning of this definition.

B. Non-Compliance Activity – A willful or negligent action, activity or procedure taken by the Contractor which violates permits, regulations, and rules.

1. Tier 1 Non-Compliance Activity – First Non-Compliance Activity where the Engineer has notified the Contractor.
2. Tier 2 Non-Compliance Activity – A repeated Tier 1 Non-Compliance Activity where the Engineer has notified the Contractor.
3. Significant Non-Compliance Violation – A substantial violation of permits, regulations, and rules that may include any Tier 1, Tier 2, or other Non-Compliance Activity, as determined by the Department.
    a. The Department will consider and review any history of non-compliance by the Contractor from other Department projects.

1.5 SUBMITTALS

A. Stormwater Pollution Prevention Plan (SWPPP) on projects with one or more acres of land-disturbing activity, for review.

B. Municipal Separate Storm Sewer System (MS4) Compliance Plan on projects with less than one acre of land-disturbing activity, for review.

C. Signed copy of the Notice of Intent (NOI) and Authorization to Discharge Letter, for information.

D. Signed copy of the Notice of Termination (NOT), for information.

E. UDOT Environmental Control Supervisor (ECS) Certificate of Training, for information.

F. Fugitive Dust Control Plan (FDCP) when required, for information.

G. Documentation of environmental clearances, for review.

H. SWPPP with final documentation such as modifications and completed inspection forms before contract completion for information.

I. Environmental Non-Compliance Activity Documentation, for review.
    1. Provide documentation that each non-compliance activity has been corrected including:
        a. Date and time, and description of correction
        b. Root cause analysis of why the non-compliance activity occurred
        c. Plan to address how the non-compliance activity will not be repeated

J. Documentation of waste disposal tracking when required, for information.

1.6 DISINCENTIVES

A. Disincentives may be assessed up to $10,000 as shown in Tables 1 and 2 for each non-compliance activity per calendar day or portion thereof when the project is not in compliance with permits, regulations, and rules.
   1. Each disincentive assessed to a non-compliance activity may escalate each calendar day if not corrected as shown in Table 2.
   2. Termination of disincentives are tied to the date and time of correction indicated in the Environmental Non-Compliance Activity Documentation.

Table 1

Disincentives for Non-Compliance Activities		
Type of Non-Compliance Activity	Daily Amount	
	Minimum	Maximum
Tier 1 Non-Compliance Activity	$1,000	$4,000
Tier 2 Non-Compliance Activity	$4,000	$7,000
Significant Non-Compliance Violation	$7,000	$10,000

Table 2

Disincentives Escalating Daily Costs	
Number of Days of Non-Compliance	Escalation Amount
After three (3) days	Additional $2,000 per day
After seven (7) days	Additional $3,000 per day

B. Fines issued by regulatory agencies against the Department may be added to the disincentives assessed.

1.7 HAZARDOUS WASTE

A. Suspend work immediately in an area if abnormal conditions are encountered or exposed during construction that indicates the presence of a hazardous waste.
   1. Notify the Engineer immediately.

B. Do the following if waste is discovered or an on-site spill is suspected of being considered hazardous according to the reportable quantity (RQ) limits identified in Title 40 CFR 302.4:
   1. Take appropriate actions to minimize the threat to human health and the environment.
   2. Contact the Engineer immediately.
   3. Follow appropriate testing measures to determine if waste is hazardous.
   4. Do the following if waste is determined to be hazardous:
      a. Contact DEQ, 24-hour Answering Service at (801) 536-4123, and the National Response Center at (800) 424-8802 immediately.
      b. Follow requirements in UAC R315.

C. Coordinate with the Engineer to initiate development of a remediation plan according to DEQ and the EPA regulations and requirements.

D. Complete the work required by the remediation plan before resuming operations in the affected area.

1.8 SPILL OF PETROLEUM-BASED PRODUCT AND USED OIL

A. Notify the Engineer immediately if a spill occurs.

B. Do the following for spills that exceed 25 gallons, or that pose a potential threat to human health or the environment, such as discharging to groundwater, surface water, or a storm drain
   1. Notify DEQ, 24-hour Answering Service, at (801) 536-4123.
   2. Coordinate with the Engineer to develop a remediation plan for spilled used oil or petroleum-based product according to UAC R315-15-8 and R315-15-9.

C. Clean up spills less than 25 gallons when caused by Contractor.

1.9 OPEN BURNING

A. Do not conduct open burning within the site of work without approval from the Utah Division of Air Quality (DAQ).

1.10 FUGITIVE EMISSIONS AND FUGITIVE DUST

A. Comply with fugitive emissions and fugitive dust requirements as defined in UAC R307.
   1. Obtain a Fugitive Dust Control Plan (FDCP) when project occurs in Nonattainment and Maintenance Areas for PM10 and PM2.5.

1.11 ENVIRONMENTAL COMPLIANCE

A. Provide environmental clearances to demonstrate compliance with applicable environmental regulations before beginning any ground disturbance in areas not previously evaluated in the project environmental document such as wasting project-generated material, excavating or processing borrow material, creating a concrete batch plant, locating equipment, storage areas, office sites, utility lines, or holding ponds.
   1. Coordinate with the Engineer to determine appropriate documentation required for environmental clearances to applicable regulations.

1.12 DISCOVERY OF HISTORICAL, ARCHAEOLOGICAL, OR PALEONTOLOGICAL OBJECTS, FEATURES, SITES, OR HUMAN REMAINS

A. Suspend work within the vicinity if historical, archaeological, or paleontological objects, features, sites, or human remains are discovered and do the following:
   1. Provide a 100 ft minimum buffer around the perimeter of the discovery.
   2. Protect the discovery area.
   3. Notify the Engineer immediately of the nature and exact location of the discovery.

B. Do not recommence work within the area of discovery until notified by the Engineer.

1.13 STORMWATER MANAGEMENT COMPLIANCE

A. Comply with CGP requirements for projects with one or more acres of land-disturbing activity.
   1. Designate an individual as the Environmental Control Supervisor (ECS) with the following responsibilities:
      a. Maintain current certifications for UDOT Environmental Control Supervisor training.
      b. Coordinate with the Engineer regarding CGP requirements and environmental commitments.
      c. Manage implementation, modification and record keeping of the project SWPPP.
      d. Supervise the installation, maintenance, and removal of Best Management Practices (BMPs).
      e. Conduct SWPPP inspections.
      f. Be available 24 hours a day, seven days a week, and be on-site within a reasonable amount of time from notification as determined by the Engineer.

2. Complete the SWPPP for the project using the draft provided by the Engineer.
3. Complete the Notice of Intent (NOI) to the Utah Division of Water Quality (DWQ), after the SWPPP has been signed by the Engineer.
4. Conduct SWPPP inspections at least once every seven calendar days as required by the CGP.
    a. Use the Department required Stormwater Inspection Software and coordinate with the Engineer for access.
    b. Use the Department required SWPPP Inspection Forms when internet service is not available at the project site. Refer to http://www.udot.utah.gov/go/standardsreferences.
5. Coordinate with the Engineer to determine if the project has met CGP requirements before submitting the Notice of Termination (NOT) to DWQ.

B. Comply with the UDOT MS4 Permit for projects with less than one acre of land-disturbing activity.
1. Coordinate with the Engineer regarding MS4 permit requirements and environmental commitments.
2. Complete MS4 Compliance Plan before start of construction activities.
3. Install, maintain, and remove Best Management Practices (BMPs) as required in the site of work.

C. Implement at least the following Pollution Prevention and Good Housekeeping Practices:
1. Concrete Washout
    a. Provide a watertight container on-site before concrete placement activities begin and where concrete trucks, tools and equipment are to be washed.
        1) Do not exceed 75 percent of total storage capacity.
        2) Do not place within 50 feet of storm drain inlets, open ditches or watercourses.
    b. Remove and properly dispose of concrete waste and washout water.
2. Street sweeping debris generated from construction track-out.
    a. Sweep debris back onto disturbed pervious project areas
        1) Remove trash and litter
    b. Store debris collected by sweeping equipment on disturbed pervious project areas where it cannot enter a waterway or storm drain system.
    c. Add signage to designated sweeping waste piles.

3. Waste collected from stormwater conveyance features such as cleaning pipes, inlets, culverts, ditches, or ponds.
    a. Dispose of waste at a solid waste disposal facility currently regulated by the State of Utah, as follows:
        1) Coordinate with the facility in advance to determine disposal requirements.
        2) Comply with facility acceptance requirements.
        3) Document waste collection and disposal using the Department's waste disposal tracking form. Refer to http://www.udot.utah.gov/go/standardsreferences.
    b. Waste may be temporarily stored within a contained and impervious surface that prevents runoff to adjacent areas and seepage into the ground until disposal.
    c. Coordinate with the Engineer for the disposal of waste that is not accepted at a solid waste disposal facility.
4. Other waste generated from project activities such as sanitary waste, trash, spills, chemicals, paints, equipment maintenance and other materials to be collected and disposed as required by DEQ.
    a. Document disposal of any chemicals, paints, or other waste at an appropriate waste disposal facility using the Department's waste disposal tracking form. Refer to http://www.udot.utah.gov/go/standardsreferences.
5. Prevent material from entering stormwater conveyances, such as storm drain inlets and drainage pipes, ditches, natural waterways, and wetlands.
6. Use drip pans and absorbent materials to mitigate discharges from leaking equipment until repairs can be made. Maintain a spill kit within the site of work.

1.14 NOXIOUS WEED PREVENTION

A. Clean all earth-moving equipment before mobilizing onto the project site.
    1. Use high-pressure water blasting or steam cleaning methods to clean all earth-moving construction equipment (scrapers, bulldozers, excavators, backhoes, trenchers) of dirt, mud, plant parts and seed residue.
    2. Do not perform any equipment cleaning on Department right-of-way.

END OF SECTION

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 01455S

MATERIAL QUALITY ASSURANCE

Delete Section 01455 in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials Quality Assurance

1.2 RELATED SECTIONS Not Used

1.3 REFERENCES

A. UDOT Materials Manual of Instruction

B. UDOT Minimum Sampling and Testing Requirements

1.4 DEFINITIONS

A. Authorized Products List (APL) – A listing of manufactured products that have been verified as meeting the requirements in the standard specifications.

1.5 SUBMITTALS

A. Permission agreements for storing materials on private property, for information.

1.6 MATERIALS QUALITY ASSURANCE

A. Prequalification of Suppliers
   1. Use a Department pre-qualified supplier according to the Quality Management Plans (QMP) listed for the following materials:
      a. Cement – QMP 502
      b. Reinforcing Steel Epoxy – QMP 503
      c. Reinforcing Steel – QMP 504

    d. Precast / Prestressed Concrete Structures – QMP 505
    e. Ready Mix Concrete – QMP 506
    f. Fly Ash and Pozzolan – QMP 507
    g. Asphalt Emulsion – QMP 508
    h. Asphalt Binder – QMP 509
    i. Hydrated Lime – QMP 510
    j. Reinforcing Steel Galvanized Coating – QMP 512
    k. Pavement Marking Paint – QMP 513
    l. Hot Mix Asphalt – QMP 514
2. Products delivered by suppliers who are not qualified or who lose qualification during the project will be rejected.

B. Authorization of Materials Before Use Based on Manufacturer Information.

1. The contract designates manufactured materials that can be incorporated in the work when authorized before use based upon manufacturer information.
    a. The manufacturer information required for authorization is specified in the technical specifications as submittals.
    b. APL Compliance Form
        1) Manufactured materials can be incorporated in the work only if listed on the APL when the APL Compliance Form is listed as a submittal in the technical specifications. The APL Compliance Form and application to submit products for placement on the APL can be found on the UDOT website.
        2) Materials not listed on the APL when the technical specifications list the APL Compliance Form as a submittal will not be authorized for use.
    c. Certificates of Compliance
        1) Manufactured materials and assemblies can be incorporated in the work if accompanied by a manufacturer's Certificate of Compliance when a Certificate of Compliance is listed as a submittal in the technical specifications. Includes the following:
            a. Project number and description, location, and Contractors' name;
            b. Manufacturer's name, along with the material source location and point of manufacture or assembly;
            c. Identification of the party the material was sold or supplied to;
            d. Lot identification or manufacturer's identification of the certified materials or assemblies delivered to the project;

e. Reference to the technical section or requirement of the contract specifications fulfilled through certification along with test reports, when applicable; and

f. Statement that the materials or assemblies comply with the particular requirements of the contract cited above and signed by a manufacturer's representative in a position to legally bind the manufacturer.

2) The Department may sample and test materials or assemblies used on the basis of Certificates of Compliance and reject if determined not to meet contract requirements.

d. Manufacturer's product data sheets and installation instructions

1). Materials may be incorporated into the project based on information provided through manufacturer's product data sheets and installation instructions when listed as a submittal in the technical specifications.

2). Provide sufficient information to demonstrate conformance with product requirements before incorporating the product into the work.

3). Installation instructions supplement Part 3 Execution requirements of technical Sections; in case of conflict, the more stringent requirements apply.

4). APL Compliance Form may be submitted in lieu of product data sheets and installation instructions if the product is listed in the Department's APL.

C. Verification

1. Inspection

a. The Department field verifies material properties and their incorporation into the project as required in the technical specifications.

2. Sampling and Testing

a. The Department verifies certain properties of work for acceptance using sampling and testing.

b. Only those properties determined by a certain test are considered accepted by that test.

c. The UDOT Minimum Sampling and Testing Requirements and the UDOT Materials Manual of Instruction define procedures for anyone performing tests for verification.

d. The Department does not allow contract time extension for or as a result of testing.

e. The Department may deduct from payment due the costs for retesting of materials made necessary by the Contractor’s activities.
f. Laboratories and technicians must be qualified according to the requirements of the UDOT Materials Manual of Instruction to perform materials sampling and testing.
g. The Engineer reserves the right to select and test material from any location at the construction site. The Engineer will establish the limits of nonconforming materials sampled non-randomly.

D. Other
1. Materials and products of work where method for authorization or verification is not defined in the technical specification must be verified for conformance by using one of the methods listed in this Article.

1.7 SUPPLY SOURCE AND QUALITY REQUIREMENTS

A. Notify the Engineer of the proposed source of materials to be used before their delivery.

B. The Department encourages the re-use of industrial byproducts that meet contract requirements.
1. Use new materials for the work in cases where industrial byproducts do not meet contract requirements.

C. Required testing for aggregate sources will be deemed invalid unless testing occurred within a year of submittal.

1.8 PLANT INSPECTION

A. The Department may inspect and test materials at the acquisition, manufacturing, or supplying source for compliance with specified manufacturing methods.

B. Cooperate fully and assist the Engineer during the inspection and testing.
1. Allow the Engineer full access to all parts of the plant used to manufacture or produce materials.
2. Provide and maintain adequate safety measures.
3. Provide mechanisms for providing samples during inspections.
a. Equip crushing or screening facilities with automatic or semiautomatic mechanical sampling devices.

1.9 MATERIAL STORAGE AND HANDLING

A. Store and handle materials according to manufacturer requirements.

B. Transport bulk materials in a manner to prevent loss or segregation after loading and measuring.

C. Store materials so they can be easily inspected and tested.

D. Restore storage and plant sites to their original condition.

E. Do not store materials and equipment on bridge decks and in areas that add loads to bridge elements.

1.10 DEPARTMENT FURNISHED MATERIALS

A. Schedule, pickup, and deliver Department furnished materials to install at the specified site.
   1. Receive, inventory, store, protect, distribute and install at site as specified.

B. Contractor is responsible for all materials received. The Department deducts from money due the Contractor for the following:
   1. Shortages, deficiencies, and damage that may occur to the material after physical transference from the Department.
   2. The demurrage charges resulting from failure to accept the material at the designated time and point of delivery.

C. The terms Department furnished, State furnished, and owner furnished are used interchangeably throughout the contract documents to mean components for specific use in the project that are provided by an entity other than the Contractor.

1.11 CONVICT PRODUCED MATERIALS

A. Federal-aid projects are subject to Title 23, Code of Federal Regulations, CFR Part 635.417, Convict Produced Materials.
   1. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:
      a. Produced by convicts who are on parole, supervised release, or probation from a prison.

b. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facilities for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 01458S

DOMESTIC MATERIALS

Add Section 01458:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Domestic Materials documentation requirements for projects with federal-aid funding

1.2 RELATED SECTIONS Not Used

1.3 REFERENCES

A. Code of Federal Regulations (CFR)

1.4 DEFINITIONS

A. Construction Materials – Articles, materials, or supplies that consist of only one of the listed items:
1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered Wood
8. Drywall

B. Component - An article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product.

C. Cost of Components – Includes the acquisition cost, transportation cost to the place of incorporation into the manufactured product and any applicable duty. For components manufactured by the manufacturer, the cost includes all costs associated with the manufacture of the component, transportation costs to the place of incorporation into the manufactured product, and allocable overhead.

D. Excluded Materials – Materials or items not required to meet Buy America Act or Build America Buy America (BABA) Act requirements.

E. Iron or Steel Product - Articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

F. Kit – A single product assembled from multiple components and purchased from the same manufacturer or supplier.

G, Manufactured Products – Articles, materials, or supplies that have been processed into a specific form and shape; or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Two or more excluded materials, combined together, is considered a manufactured product.

H. Total Applicable Project Cost – The cost of materials used in the project that are subject to a domestic material preference requirement. It includes the cost of materials that are within the scope of an existing waiver, the cost of any manufactured products, the cost of construction materials and cost of iron or steel products.

1.5 SUBMITTALS

A. Documentation for all iron or steel products demonstrating compliance for review.
   1. Refer to this Section, Article 1.7.
   2. Include at least the following for domestic iron or steel products:
      a. Mill test report signed by one who is in a position to legally bind the company.

b. Signed certification by one who is in a position to legally bind the company for each Fabricator and Manufacturer that has handled the iron or steel product affirming that every process, including the application of a coating, performed on the iron or steel product has been carried out in the United States.
c. Material descriptions, quantities, and means of material identification such as heat numbers, lot numbers, and other industry identification markings for each process the material underwent so the final product can be tracked through a step process from smelting to final product.

3. Tracking quantities is not required for coating operations and for mill certifications.

B. Cost documentation for use of non-compliant iron or steel, non-compliant manufactured products, and non-compliant construction materials for information, when applicable.

1. Include at least the following:
   a. Documentation that tracks the use of permanent non-compliant iron or steel, non-compliant manufactured products, and non-compliant construction materials incorporated into the project
   b. Material invoices documenting the material cost to the Contractor from the supplier as delivered to the site, not the Contractor's bid price
   c. Summarized report for each Domestic Material category showing de minimis compliance as needed using the Department's templates; refer to http://www.udot.utah.gov/go/standardsreferences.

C. Certification of Compliance for Manufactured Products or Construction Materials, for review.

1. Acceptable forms:
   a. Department form for Manufactured Products or Construction Materials
   b. AASHTO Domestic Materials Self-Certification Form
   c. A Manufacturer supplied letter self-certifying the product meets the requirements 23 CFR 635.410 for Manufactured Products or 2 CFR 184 for Construction Materials as applicable and is signed by one who is in a position to legally bind the manufacturer.
   d. Refer to http://www.udot.utah.gov/go/standardsreferences
2. Refer to Article 1.7.

1.6 DOMESTIC MATERIAL CLASSIFICATION

A. Classify articles, materials or supplies that will be permanently incorporated into the project based on its status at the time it is delivered to the project site as Iron or Steel, a Manufactured Product, or a Construction Material.

1. Excluded Materials do not require domestic materials documentation
2. Articles, Materials or supplies that contains iron or steel components that represent more than 50 percent of the cost of all the components is classified as iron or steel product.
3. An article, material or supply can have only one classification, with the following exceptions:
    a. Precast concrete products must meet the following:
        1) Components of the precast concrete products that consists wholly or predominantly of iron or steel, or a combination of both, must comply with the requirements for iron and steel
        2) Must have the final manufacturing step completed in the United States.
    b. The cabinets or other enclosures of ITS and other electronic hardware systems must meet the following:
        1) Components that consists wholly or predominantly of iron or steel, or a combination of both, must comply with the requirements for iron and steel
        2) Must have the final manufacturing step completed in the United States.

1.7 DOMESTIC MATERIAL REQUIREMENTS

A. Iron or Steel Products. Refer to 23 CFR 635.410

1. Must have all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States.
    a. Coatings include all processes that protect or enhance the value of the material to which the coating is applied. The coating material itself is not subject to Domestic Materials requirements.
    b. De Minimis
        1) Amount of non-compliant iron and steel product allowed is less than one tenth of one percent (0.1 percent) of the total contract amount or $2,500, whichever is greater.
        2) Track the use of all permanent non-compliant steel incorporated in the project.

c. The following are exempt from the Iron or Steel requirements:
   1) Materials left in place for the Contractor's convenience that could be removed without damaging the completed work
   2) Non-structural Items such as nuts, bolts, washers, screws, spacers, mailboxes, and other iron or steel parts that may be considered miniscule
   3) Fencing stays, clips, staples or other miscellaneous fencing components

B. Manufactured Products. Refer to 23 CFR 635.410
1. Must have the final manufacturing step completed in the United States.
2. Each kit is treated as a single manufactured product.

C. Construction Materials. Refer to 2 CFR 184.
1. Non-ferrous metals.
   a. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly.
2. Plastic and polymer-based products.
   a. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form.
3. Glass.
   a. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting.
4. Fiber optic cable (including drop cable).
   a. All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber.
   a. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw.
6. Lumber.
   a. All manufacturing processes, from initial debarking through treatment and planning.

7. Drywall.
   a. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood.
   a. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

D. De Minimis for Manufactured Products and Construction Materials
   a. Amount of non-compliant products allowed:
      1) Up to 5 percent but no more than $1,000,000 of Total Applicable Costs for the Project, whichever is less.
      2) Domestic Materials requirements are not required when the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000.
      3) Track the use of all non-compliant manufactured products and construction materials incorporated in the project.

E. Excluded Materials
   1. Cement and cementitious materials
   2. Aggregates such as stone, sand or gravel
   3. Aggregate binding agents or additives.
   4. Mixtures of concrete or asphalt delivered to a job site without final form for incorporation into a project.
   5. Any material that will not be permanently incorporated as part of the completed work.
   6. Articles, materials or supplies included in an approved federal-aid waiver specifically for this project.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 01554S

TRAFFIC CONTROL

Delete Section 01554 and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary traffic control requirements necessary to control vehicular and pedestrian traffic flow in a safe and efficient manner in construction zones.

1.2 RELATED SECTIONS

A. Section 00555: Prosecution and Progress

B. Section 01556S: Night Work Lighting

C. Section 01558: Temporary Pavement Markings

D. Section 02844: Concrete Barrier

E. Section 02890: Retroreflective Sheeting

1.3 REFERENCES

A. AASHTO Roadside Design Guide

B. AASHTO Manual for Assessing Safety Hardware (MASH)

C. American National Standards Institute (ANSI)

D. Americans with Disabilities Act

E. American Traffic Safety Services Association (ATSSA)

F. ASTM C 1107: Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

G. ASTM D 6690; Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavement

H. Institute of Transportation Engineers (ITE) Standard on Vehicle Traffic Control Signal Heads

I. International Safety Equipment Association (ISEA)

J. National Electrical Manufacturers Association (NEMA) TS 5: Portable Traffic Signal Systems (PTSS) Standard

K. NCHRP Report 350: Recommended Procedures for the Safety Performance Evaluation of Highway Features

L. UDOT Flagger Training Handbook

M. UDOT Guidelines for Crash Cushions and Barrier End Treatments

N. UDOT Quality Guidelines for Temporary Traffic Control Devices

O. Utah Manual on Uniform Traffic Control Devices (Utah MUTCD)

P. UDOT Sign Manual

Q. UDOT Standard Highway Signs Supplement

1.4 DEFINITIONS

A. Automated Flagger Assistance Device (AFAD) – A remotely operated temporary traffic control device with high visibility signage, signal heads, and automated flags. These devices are intended to direct and control traffic using only one person.

B. Preconstruction Posted Speed Limit - The permanent posted speed limit prior to commencement of construction activities.

C. Temporary Pedestrian Access Route (TPAR) – A temporary detectable pedestrian route that is provided when existing routes are disrupted, closed or relocated and includes accessibility features present in the existing facility.

D. Temporary Portable Rumble Strips (TPRS) – An array of three heavy rubber strips that create noise when they are run over and are used to alert drivers to the presence of road construction.

E. Temporary Portable Traffic Signal System (TPTSS) – A complete, integrated, and functional system deployed in the field that manages the movement of vehicular traffic, pedestrian traffic or both in a particular place for a particular purpose.

F. Traffic Slow Down – An isolated planned event where traffic on a highway is reduced in speed to provide a gap for work to proceed.
   1. Examples include the crossing of the highway with heavy equipment or the adjustment of traffic control devices.

1.5 SUBMITTALS

A. Traffic control plan for review.
   1. Include at least the following:
      a. Traffic control measures for each phase of work in sufficient detail to provide for the safe and efficient movement of traffic, pedestrians, and bicycles during construction.
         1) Describe equipment, devices, and implementation instructions.
      b. Work elements to be accomplished in each phase.
      c. Details for each change to traffic control that is planned for the duration of the project.
      d. Expected duration of each traffic control configuration.
      e. Length of Need (LON) for temporary barriers.
      f. Taper lengths, lane shift widths, device spacing, and sign locations for temporary and existing signs.
      g. Removal of traffic control elements that conflict with temporary traffic control measures, such as existing traffic signs or traffic signals.
      h. Worker parking, work vehicle access, and equipment access.
      i. Location and hours of use for TPRS.
      j. TPAR and devices for pedestrian access.
      k. Temporary traffic signal (TPTSS) plans and list of proposed equipment.
         1) Red, yellow, and green times and basis of timing calculations.
   2. Provide supporting engineering calculations.
   3. Provide the seal of a Professional Engineer licensed in the State of Utah on drawings and calculations.

B. Traffic Control Inspection forms weekly for information.
   1. Submit on a day and time acceptable to the Engineer.

C. Traffic Slow Down.
   1. Submit request for approval at least 7 working days prior to Traffic Slow Down.
   2. Include at least the following:
      a. The route,
      b. The beginning and ending mileposts or mile markers,
      c. Direction of the closure
      d. The date and time of the beginning of closure

D. Traffic Control Supervisor certification or certificate of completion for information.

E. ATSSA or Department approved flagger certification for information

F TPTSS manufacturer’s signal training program certificate of completion for information.
   1. Certificates of completion from the TPTSS manufacturer are valid for three years from date of issue.

G. AFAD type and manufacturer’s training program certificate of completion for information.
   1. Certificates of completion from the AFAD manufacturer may not be more than 3 years old.

H. APL Compliance Form and manufacturer's installation instructions for the following product when used.
   1. Temporary Steel Barrier.

1.6 TRAFFIC CONTROL COORDINATION MEETING

A. Schedule a traffic control coordination meeting with the Engineer and invite at least the following:
   1. Contractor’s Traffic Control Designer
   2. Contractor’s Traffic Control Maintainer

1.7 DEVICE CRASHWORTHINESS

A. Crashworthiness requirements.
   1. Devices manufactured on or before December 31, 2019 and that meet NCHRP 350 crashworthiness criteria may be used on projects advertised, or having a Request for Proposal (RFP) Issue date for construction before July 1st, 2025.
   2. Devices manufactured after December 31, 2019 are required to meet MASH 2016 crashworthiness criteria or have a current Department Certification Letter.

B. Devices in the following FHWA device category are required to meet crashworthiness requirements:
   1. Category 1 - cones, barrels and delineators
   2. Category 2 - barricades and sign stands
   3. Category 3 - barriers, crash cushions and truck mounted attenuators
   4. Category 4 - arrow boards and portable variable message signs
      a. Category 4 devices are certified by a Department Certification Letter.

C. Department Certified devices can be found at http://www.udot.utah.gov/go/standardsreferences

1.8 TRAFFIC CONTROL REQUIREMENTS

A. Meet the following requirements for traffic control and document them in the traffic control plan:
   1. Meet the requirements in the TC series Standard Drawings, Utah MUTCD, and the Americans with Disabilities Act.
   2. Provide for the safe and efficient movement of traffic.
      a. Address expected delay with the Project Public Involvement Team or the Region Communications Manager if the project does not have a Public Involvement Team.
   3. Provide for the safe and efficient movement of pedestrians and cyclists when existing facilities are disrupted, closed or relocated by a work zone.
      a. Provide detectable temporary facilities that include accessibility features consistent with the features present in the existing pedestrian facility
      b. Temporary removal of parking is possible with approval of local agencies and coordination with Project Public Involvement in order to provide a temporary bikeway
      c. Detour Length should not exceed original bike route length by more than a half mile
   4. Provide concrete barrier, crash cushions and attenuators including:
      a. Protection as required for hazard mitigation for workers. Refer to TC 3 Series Standard Drawings.
      b. Protect all hazards to motorists within the appropriate AASHTO clear zone including bridge parapets, barrier blunt ends, poles, and large equipment. Refer to the UDOT Guidelines for Crash Cushions and Barrier End Treatments for acceptable devices. http://www.udot.utah.gov/go/standardsreferences.

5. Provide and remove temporary pavement markings as needed for traffic control.
    a. Remove any existing permanent pavement markings that conflict with temporary markings.
    b. Refer to Section 01558
6. Incorporate proposed traffic signal timing, phasing, and detection plans if the operation or equipment of permanent traffic signals will be impacted by construction.
7. Incorporate TPRS when there is a change in the width, alignment or number of lanes on freeways or interstates with two lanes in a single direction.
8. Zipper Merge Signing as required
9. Use lane width restrictions of less than 12 ft only when approved by the engineer with the following minimums:
    a. Preconstruction posted speed limit less than 55 mph, minimum lane width 10 ft.
    b. Preconstruction posted speed limit of 55 mph or greater, minimum lane width 11 ft.
10. Use the preconstruction posted speed limit prior to work zone to compute the sign spacing, taper length, buffer zone, and work clear zone distances. Use the work zone posted speed limit to determine the tangent spacing for channelizing devices.
11. Refer to http://www.udot.utah.gov/go/standardsreferences, Policy 06C-61 for information.

1.9 TRAFFIC CONTROL MAINTAINER

A. Provide a traffic control maintainer to install, maintain and remove temporary traffic control devices according to the authorized traffic control plan.

B. Qualifications:
    1. Certified by the Department or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor. A list of approved training providers is available at http://www.udot.utah.gov/go/standardsreferences
    2. Persons that have passed the ATSSA Traffic Control Technician (TCT) course but do not have the required experience for certification may also perform the inspections and sign documentation.

C. Authority
    1. Obtains and uses labor, equipment, and materials necessary to maintain traffic control.

2. Changes traffic control operations according to the authorized traffic control plan, except for any adjustment to timing, phasing, or detection, or any other settings in the signal controller for permanent traffic signals.

D. Responsibilities and Duties
1. Oversee traffic control operations and TPAR devices.
2. Be present and an active participant during the installation, maintenance, and removal of temporary traffic control devices.
3. Implement the authorized traffic control plan.
4. Remain available 24 hours a day, 7 days a week and can be on-site within 30 minutes of notification.
5. Correct deficiencies immediately upon notification from the Engineer.
6. Manage traffic control inspections.
    a. Document inspections on a form acceptable to the Engineer.
        1) Include at least the following:
            a) Assessment of device quality.
            b) Items in compliance with the authorized traffic control plan.
    b. Inspect at least four times each day with at least one of the inspections conducted during nighttime hours, when construction work is occurring:
        1) Before beginning of shift,
        2) At mid-shift,
        3) Half-hour after shift ends, and
        4) At the midpoint of the off-shift period.
    c. Conduct traffic control inspections twice each day when construction is not occurring, but traffic control is present.
        1) Once during daylight hours.
        2) Once during nighttime hours.
        3) At least 8 hours between inspections.
7. Coordinate project traffic control with emergency services and local law enforcement agencies.
8. Monitor traffic queue lengths and adjust advanced warning signs to provide adequate warning of the actual back of queue resulting from construction activities.
9. Adjust the TPRS as necessary to maintain proper alignment, spacing and location.
10. Adjust the TPAR devices as necessary to maintain a detectable route that is consistent with the accessibility present in the existing pedestrian facility.

1.10 FLAGGERS

A. Flaggers must have a current ATSSA or Department approved flagging certificate and must present proof of certification upon request by the Department.
   1. Refer to http://www.udot.utah.gov/go/standardsreferences for a list of acceptable courses taught by certified instructors.

1.11 PRICE ADJUSTMENTS

A. The Department reduces payment when traffic control is not in compliance with the authorized traffic control plan or when the Contractor fails to meet all requirements cited or referenced in this Section.
   1. The amount per day by which the Contractor's compensation will be reduced is calculated using the daily charge in the Schedule of Liquidated Damages in Section 00555 or the Contract lump sum bid price for Traffic Control divided by the number of contract days, whichever is greater.

1.12 TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM (TPTSS) TRAINING

A. The setup, programming, signal timing changes, maintenance, and repairs of a TPTSS must be performed by at least one person who has successfully completed a signal training program for the TPTSS in use.

1.13 AUTOMATED FLAGGER ASSISTANCE DEVICE (AFAD) TRAINING

A. The setup, programming, operation, maintenance, and repair of the AFAD must be performed by a person who has successfully completed a training program for the AFADs in use.

1.14 MOVING LANE OPERATION FOR MULTI LANE LESS THAN ONE HOUR

A. Duration at any one location not to exceed 1 hour.

B. Coordinate with TOC (801) 887-3700 to use overhead variable message signs for advance notification when available.

C. Use 2 additional truck mounted arrow boards for each lane, one straddling the lane and one in the closed lane(s) with a TMA when closing more than two lanes. The Engineer's approval for this is required.

PART 2 PRODUCTS

2.1 PILOT CAR

A. Equip with a retroreflective sign.
   1. Refer to Section 02890.
   2. Utah MUTCD sign G20-4.

B. Equip with at least two rotating, oscillating, or strobe lights.
   1. Minimum 4 inch diameter/width and minimum 6 ft mounting height.
   2. Yellow color.

2.2 FLAGGER EQUIPMENT AND CLOTHING

A. Refer to the UDOT Flagger Training Handbook. http://www.udot.utah.gov/go/standardsreferences.

B. Safety Clothing
   1. Flagger vest and hard hat – Orange, red-orange, or fluorescent version of these colors.
      a. Wear safety apparel meeting the requirements of ANSI/ISEA "American National Standard for High-Visibility Apparel and Headwear" or equivalent revisions and labeled as meeting the current ANSI/ISEA publication year, standard performance for Class 3 risk exposure.
      b. Hard hat with 10 square inches of white or strong yellow-green retroreflective tape placed around the base of the hard hat and visible to traffic from all directions.

2.3 TRAFFIC CONTROL SIGNING AND DEVICES

A. Signs
   1. Comply with Section 02890.
   2. Comply with TC Series Standard Drawings.
   3. Comply with SN Series Standard Drawings when using post mounted signs.

B. Channelizing Devices
   1. Comply with TC Series Standard Drawings.
   2. Comply with Section 02890.

C. Precast Concrete Barrier
   1. Stabilization pins for temporary precast concrete barrier may be used in any pavement surface.
      a. Comply with BA Series Standard Drawings.
      b. Comply with Section 02844.

D. Temporary Steel Barrier
   1. Stabilization pins for temporary steel barrier may be used in any pavement surface.
      a. MASH Compliance
      . b. Comply with manufacturer’s instructions and procedures

E. Use a truck-mounted attenuator rated for the preconstruction posted speed limit.
   1. Test Level 2 for speeds 45 mph or less.
   2. Test Level 3 for speeds greater than 45 mph.
   3. Do not use a truck-mounted attenuator (TMA) to protect blunt end for more than 72 hours.

2.4 ARROW BOARD

A. Comply with all standards as specified in the Utah MUTCD, Section 6F.61 Arrow Boards.

B. Refer to the TC Series Standard Drawings and the Utah MUTCD.

2.5 TEMPORARY PORTABLE RUMBLE STRIPS (TPRS)

A. Roadquake 2 Series
   Temporary Portable Rumble Strip manufactured by:
      Plastic Safety Systems
      2444 Baldwin Road
      Cleveland, OH 44104
      (800) 662-6338

2.6 TEMPORARY WALKWAY AND RAMPS

A. Refer to TC Series Standard Drawings and the Utah MUTCD

2.7 TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM (TPTSS)

A. Utah MUTCD-compliant.

B. Manufactured according to the latest edition of NEMA TS 5.

C. Trailer
   1. General
      a. Self-contained trailer-mounted unit, consisting of at least two signal heads per trailer.
         1) At least one signal head mounted on an overhead mast arm capable of extending over the travel lane.
         2) One signal head mounted on a vertical upright.
      b. Safety orange color finish.
   2. Accessories
      a. Removable or lockable self-storing tongue.
      b. Lifting ring that is integral to the TPTSS trailer and structurally sufficient to facilitate the lifting and placing of a fully equipped TPTSS trailer.
      c. Four stabilizer jacks rated for the full anticipated load.
   3. Power
      a. Batteries sufficient to operate the signal for a minimum of 21 days at temperatures of 50 degrees F or higher without supplemental charging.
      b. Equipped with a charging system for solar collection capability, and an onboard battery charger capable of being used with a 120VAC power source.
   4. Wind Load
      a. The TPTSS trailer and all mounted equipment must withstand winds of 90 mph.

D. Lift System
   1. Equipped with a hydraulic lift system sufficient to raise and lower the vertical upright and horizontal mast arm to and from the operating position.
   2. Overhead mast arm and signal head bracket must allow a minimum vertical clearance of 17.5 ft measured from the bottom of the lowest portion of the signal head or bracket to the road surface.

E. Signal Heads
   1. Cast aluminum or polycarbonate and have 12 inch LED indications, conforming to ITE Standard on “Vehicle Traffic Control Signal Heads.”
   2. Include back plates and retroreflective tape border.
   3. Refer to SL Series Standard Drawings.

F. Operation
   1. Equipped with at least one Controller Unit (CU).
   2. All CUs within a traffic control setup must be in communication with each other, with signal timings coordinated.

3. Each CU equipped with a Malfunction Management Unit (MMU) conforming to NEMA TS 5.
    a. Each signal within the signal system must be equipped with its own MMU to make certain of redundancy within the Malfunction Management System.

G. Detection
    1. Installed with vehicle detection hardware that communicates to the CU.

2.8 AUTOMATED FLAGGER ASSISTANCE DEVICE (AFAD)

A. AFADs that comply with the Utah MUTCD requirements.
   Use either:
    1. Red/Yellow AFAD with 12 inch circular signal heads and mechanical gate arm.
    2. Stop/Slow AFAD with mechanically changed signs and 12 inch circular red signal head (optional mechanical gate arm)

B. Manufactured according to the latest edition of NEMA TS 5.

C. Provide at least one ATSSA Certified flagger trained to operate the AFAD product, on site at all times while work zone temporary traffic control is in operation.

2.9 CRACK SEAL

A. Meet the requirements of ASTM D 6690

2.10 NON-SHRINK GROUT

A. Use packaged dry, hydraulic-cement grout (non-shrink) according to ASTM C 1107.

PART 3 EXECUTION

3.1 GENERAL

A. Implement and maintain traffic control according to the authorized traffic control plan.
    1. Make changes immediately and notify the Engineer if traffic control changes that deviate from the authorized traffic control plan are required to make the work zone safe for workers or the traveling public.

2. Update the traffic control plan with the changes and resubmit for review.

B. Maintain traffic control as required by the authorized traffic control plan when traffic control is in place and work is not actively occurring, including overnight, weekends and holidays.

C. Maintain traffic control devices during and after all snow plowing operations.
   1. Clear snow and ice away from the following so that they function as intended:
      a. Traffic control devices.
      b. TPAR devices.
      c. Contractor provided TPAR features.

D. The UDOT Quality Guidelines for Temporary Traffic Control Devices identifies different levels of device quality. Refer to: http://www.udot.utah.gov/go/standardsreferences
   1. Meet the acceptable device quality level for all traffic control devices.
   2. Wash or replace devices as needed to meet acceptable level.

E. Remove equipment, material, traffic control devices and debris that encroaches upon or inhibits travel in the travel lanes, bike lanes or TPAR identified in the traffic control plan.

F. Fill holes in pavement created by use of temporary barrier stabilization pin installation flush with the pavement surface.
   1. Use crack seal for asphalt pavements
   2. Use non-shrink grout for concrete pavements.

G. Implement the Night Work Lighting plan as required. Refer to Section 01556S.

3.2 TRAFFIC CONTROL SIGNING AND DEVICES

A. Use preconstruction posted speed limit to compute sign spacing, taper lengths, buffer zones, and construction clear zone.
   1. Use plastic drums or directional barricades for lane closure taper devices for speeds 50 mph and greater.
   2. Do not use tubular markers at night.
   3. Use drums, vertical panels or cones for night work.

B. Use preconstruction posted speed limit during construction to compute the tangent spacing for channelizing devices.

C. Use a construction zone attenuator or permanent style end sections, as listed in the UDOT Guidelines for Crash Cushions & Barrier End Treatments. http://www.udot.utah.gov/go/standardsreferences

1. Use a construction zone attenuator when approach ends of temporary precast barrier are within the maximum AASHTO clear zone.
    a. Use AASHTO Roadside Design Guide to determine proper clear zone distance requirements.
    b. Refer to the CC Series Standard Drawings and manufacturer's recommendations to install crash cushions.

D. Maintain cable barrier and anchor systems during construction.

1. Protect existing hazards when cable barrier and anchor systems are rendered inoperable by work.
    a. Address barrier length of need for the hazard.
2. Maintain the required tension in the cable barrier system when the cable is disconnected by installing anchor systems on each end of the disconnect.
    a. Do not cut cable. Disconnect cable at cable splice or anchor system locations only.
3. Install manufacturer's approved terminal compatible with existing cable system.
    a. Tension cable to manufacturer's requirements.
4. Remove anchor system when cable barrier is reestablished.

E. Remove all traffic control devices from site of work that are no longer necessary for the authorized traffic control plan.

1. Relocate traffic control devices from the roadway a distance twice that of the Work Clear Zone if they will be used within 24 hours of the daily work stoppage and are not required for immediate traffic control. Refer to the TC Series Standard Drawings.
    a. Obtain written permission from property owner before storing traffic control devices on private property.
2. Crashworthy traffic control devices moved with a barrel mover or similar equipment may be relocated to the hard surface shoulder within 1 ft of the outer edge of shoulder if they will be used for traffic control within 48 hours of the daily work stoppage and are not required for immediate traffic control.
3. Cover post mounted signs completely with an opaque and durable covering when the signs are not applicable.

F. Cover or remove non-applicable work zone signs.

3.3 ARROW BOARD

A. May substitute Type C units for Type B units. Refer to the TC Series Standard Drawings.

B. Do not substitute Type B units for Type C units.

C. Remove Arrow Board from the site of work when not needed for the control of traffic within a four-hour period.

3.4 TRAFFIC SIGNALS

A. Use uniformed police officer when construction activities are impacting an operating signalized intersection.

B. Use of flaggers at traffic signals permitted when the signals have been turned to red flash mode or are inoperable. Signal change over is not considered an inoperable signal.
   1. Control each approach by separate flaggers.
      a. Flaggers can control only two lanes of approach traffic.
         1) Third lane control permitted when left or right turn bays present.

C. The Department will make all changes to timing, phasing, detection, or any other settings in the signal controller for permanent traffic signals.
   1. Notify the Engineer at least 72 hours in advance of any needed changes.

D. Maintain at least two signal heads for the primary movement at a signalized intersection on all approaches.

E. Temporary Traffic Signals
   1. Span Wire Signals
      a. Use only for durations greater than 30 days, unless needed for:
         1) Signal head placement.
         2) Number of signal heads for desired movements and phases.
      b. Do not attach span wire to existing signal poles or luminaire poles.
      c. Refer to SL Series Standard Drawings for clearance and signal head requirements.
   2. Temporary Portable Traffic Signal System (TPTSS)
      a. Limit use of TPTSS to a maximum of 30 days.
      b. Position at least one signal head within the dimensions of each travel lane.
      c. Left turn phases are not allowed while using TPTSS.
      d. Maintain at least 2 feet of shy distance from the travel shoulder line and edge of any TPTSS equipment.
      e. Maintain appropriate channelization around TPTSS equipment according to channelization for arrow boards in TC Series Standard Drawings.
      f. Setup each Controller Unit (CU) within the allowable communication range of each other.

g. Setup, maintenance, and operation of TPTSS during construction is the responsibility of the contractor.

3.5 CONSTRUCTION ZONE SPEED LIMIT REQUIREMENTS

A. Use approved traffic slow down for regulatory and advisory speed reductions.
   1. Use speed reductions only during approved times and areas.
   2. Restore preconstruction regulatory speed limit at locations where traffic is not being impacted by work activities.
   3. Refer to TC Series Standard Drawings.

3.6 TRAFFIC SLOW DOWN

A. Obtain approval from the Department and law enforcement at least 48 hours before slow down.

B. Use a Highway Patrol Trooper, or other law enforcement officer, in a marked vehicle with overhead flashing lights to conduct the slow down.

C. Use the officer in the marked vehicle to slow down one or two lanes.
   1. Use, in any combination either, contractor-supplied vehicles equipped with overhead amber flashing lights or additional officers in marked vehicles at the rate of one vehicle per lane thereafter for all lanes of the highway to affect the traffic slow down.

D. Additional vehicles as described in this article may be used in the traffic slow down to supplement the law enforcement vehicle when required by the officer.

E. The duration of any traffic slowdown is not to exceed five minutes.

3.7 TEMPORARY PORTABLE RUMBLE STRIPS (TPRS)

A. Space and locate TPRS according to TC Series Standard Drawings.

B. Clean road surface with broom or blower to remove all gravel, sand, dust, or other debris.

C. Assemble modular pieces into strips that match the width of the travel lane as closely as possible.
   1. Follow manufacturer’s recommendations so that pieces are properly interlocked.

D. Place TPRS perpendicular to traffic and centered in lane.
   1. Follow manufacturer’s recommendations and TC series standard drawings for installation and product orientation.
   2. Do not glue, nail, or otherwise affix TPRS to the road surface.

E. Place TPRS at the same time as other traffic control devices, prior to work taking place.
   1. Maintain the TPRS in proper condition, alignment, spacing, and location.
      a. Adjust TPRS when any one rumble strip becomes skewed by a distance of 3 ft or more.
         1) Skew distance is the distance parallel to direction of travel between the ends of the strip.
      b. Adjust the TPRS if the parallel distance between the individual rumble strips decreases by 5 ft or more.
      c. Temporary paint marks may be placed to give reference of original locations.
      d. Make adjustments to TPRS as often as necessary during working hours, but at least during each traffic control inspection.
         1) Adjustments to TPRS must be made within 30 minutes of discovery or notification of misalignment.
      e. Remove TPRS during non-working hours.
      f. Implement a Traffic Slow Down if necessary to enter the travel lanes to deploy or reset TPRS.

F. Do not use TPRS during snow events, or at temperatures outside of the manufacturer's recommendations.

3.8 LANE CLOSURES

A. Notify the Engineer and the UDOT Traffic Operations Center in advance of every lane closure.
   1. Provide notification:
      a. As soon as it is known that a lane closure is necessary to execute the work, but not less than 72 hours before the closure begins.
      b. As soon as practical when the schedule, location, or need for an upcoming lane closure arises or changes.
         1) Notify the Engineer immediately by phone call, by text message, or by email.
      c. Send information to the UDOT Traffic Operations Center by email at tc-controlroom@utah.gov.
   2. Include at least the following:
      a. The route,
      b. The beginning and ending mileposts or mile markers,
      c. Number of lanes to be closed,
      d. Direction of the closure,
      e. The date and time of the beginning of closure, and
      f. The date and time of the ending of the closure

B. Enter lane closure information into the UDOT Traffic Lane Closure system via the UDOT Traffic website before lane closure begins.
   1. Contact the Control Room Manager at tc-controlroom@utah.gov to obtain access to the UDOT Traffic Lane Closure system.
   2. Include Traffic Control Maintainer contact information.
   3. Make requests for the use of overhead VMS at least 72 hours before lane closure begins.
      a. Send request to tc-controlroom@utah.gov.

C. Provide real-time confirmation of every lane closure on the state routes listed in Table 1, and subsequent lane reopening, by calling the UDOT Traffic Operations Center at 801-887-3700.
   1. Begin Lane Closure: Confirm lane closure details 30 to 45 minutes before placing the first traffic control device in the travel lane.
   2. End Lane Closure: Confirm lane reopening 30 to 45 minutes before removing the last traffic control device in the lane.

Table 1

State Routes Requiring Real Time Lane Closure Confirmation
All interstates (I-15, I-70, I-80, I-84, I-215)
US-6 (East of I-15)
SR-30 (I-15 to Logan)
SR-36 (I-80 to Tooele)
SR-67
SR-68
SR-85
SR-154
SR-179
SR-194
SR-201
SR-224
SR-248
US-40
US-89 (Davis, Weber, Cache, Rich and Box Elder Counties)
US-91 (I-15 to Logan)
US-189
US-191 (Moab to I-70)

END OF SECTION

September 30, 2025

SPECIAL PROVISION

PROJECT# F-R399(449)
PIN# 20961

SECTION 02083S

RELOCATE FIRE HYDRANT

Add Section 02083

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials and procedures for relocating fire hydrant horizontally and vertically.

1.2 RELATED SECTIONS

A. Section 02056: Embankment, Borrow, and Backfill

B. Section 03055: Portland Cement Concrete

1.3 REFERENCES

A. American Water Works Association’s specifications.

PART 2 PRODUCTS

2.1 FIRE HYDRANTS

A. Meet the American Water Works Association’s specifications.

2.2 COPPER TRACER WIRE

A. Copper wire should be #12 gauge single strand jacketed wire, manufactured for underground service.

B. Wire shall be continuous without breaks. Splices shall be made with petroleum filled wire nut caps.

PART 3 EXECUTION

3.1 PREPARATION

A. Obtain all permits associated with the connection and installation.

B. Coordinate with the water system authority.

C. Coordinate all water main shutdowns with the water system authority and notify the Engineer 72 hours before the shutdown.

D. Replace all existing water service lines with new pipe from the main supply line to the fire hydrant.

E. Notify water system authority immediately if it is deemed that existing fire hydrants need repair or cannot be relocated.

F. Install new fire hydrants, if furnished by the water system authority, furnish pipe and fittings as necessary.

G. Install Copper tracer wire the total length of pipeline to fire hydrant.

H. Secure tracer wire to top of pipe at a minimum of every ten feet, by means other than metallic.

I. Perform a continuity and pressure test in the presence of the water authority and inspector prior to paving.

J. Pour thrust block against solid undisturbed earth at the sides and bottom of the trench excavation shaped to not obstruct access to the joints of the pipe or fitting. Refer to Section 03055.

K. Refer to Section 02056 for backfill of trench.

END OF SECTION

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 02741S

ASPHALT MIX

Delete Section 02741 and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Flexible pavement consisting of one or more layers of an asphalt mixture comprised of aggregate, asphalt binder, hydrated lime, and other additives.

B. An option to incorporate Reclaimed Asphalt Pavement (RAP) materials into Asphalt Mix.

1.2 RELATED SECTIONS

A. Section 01456: Materials Dispute Resolution

B. Section 02701: Pavement Smoothness

C. Section 02742S: Project Specific Surfacing Requirements

D. Section 02745: Asphalt Material

E. Section 02746: Hydrated Lime

F. Section 02748: Prime Coat/Tack Coat

1.3 REFERENCES

A. AASHTO M 323: Superpave Volumetric Mix Design

B. AASHTO R 35: Superpave Volumetric Design for Asphalt Mixtures

C. ri in r n o 2 i in in r Aggregates by Washing

D. AASHTO T 19: Bulk Density ("Unit Weight") and Voids in Aggregate

E. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates

F. AASHTO T 89: Determining the Liquid Limit of Soils

G. AASHTO T 90: Determining the Plastic Limit and Plasticity Index of Soils

H. AASHTO T 96: Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

I. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate

J. AASHTO T 112: Clay Lumps and Friable Particles in Aggregate

K. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test

L. AASHTO T 195: Determining Degree of Particle Coating of Asphalt Mixtures

M. AASHTO T 209: Theoretical Maximum Specific Gravity and Density of Asphalt Mixtures

. AASHTO T 255: Total Evaporable Moisture Content of Aggregate by Drying

O. AASHTO T 304: Uncompacted Void Content of Fine Aggregate

P. AASHTO T 335: Determining the Percentage of Fracture in Coarse Aggregate

Q. UDOT Materials Manual of Instruction

R. UDOT Minimum Sampling and Testing Requirements

S. UDOT Quality Management Plans

1.4 DEFINITIONS

A. Longitudinal Joint – Any new asphalt lift abutting an existing paving lift. This includes joints created by echelon paving and new asphalt placed against a milled asphalt edge.

B. Lot – The amount of Asphalt Mix placed in a single Production Day.

C. Minor Target Change – A change from the verified mix design gradation target on a maximum of two sieves with the following limitations.

1. The maximum change from the verified target gradation on the o 8 or any coarser sieve is limited to 3 percent passing per sieve.
2. The maximum change from the verified target gradation on the o 16 or o 50 sieves is 2 percent passing per sieve.
3. The maximum change from the verified target gradation on the o 200 sieve is 0.5 percent passing.
4. o rg ng io i ign r ir n in i section.

D. Overband – an 8 inch protective asphalt coating sealing the longitudinal joint of final riding surface, as proposed by the contractor and approved by the Engineer

E. Production Day – A 24 hour period in which Asphalt Mix is being placed.

F. RAP – Recycled Asphalt Pavement. Crushed or milled asphalt materials that have been removed from pavements for recycling.

G. Thin Overlay Pavement – ew Asphalt Mix design thickness less than 2 inches.

H. Lane-Leveling – Variable depth paving to correct minor rutting and longitudinal variations in the roadway. Depth varies from the maximum aggregate size to the depth needed to correct variations.

I. Profile leveling - Variable depth paving to correct minor profile variations in the roadway. Depth varies from the maximum aggregate size to the depth needed to correct variations.

1.5 SUBMITTALS

A. Mix design for verification and approval before paving according to UDOT Materials Manual of Instruction Section 960.

B. Changes in job mix design

1. Submit a written request for any proposed change in the job-mix design
   a. Allow at least 12 hours for approval before incorporating a minor target change into production.
   b. Allow at least six working days for verification and approval of any other change.

2. Include documentation supporting correlation between suggested target changes and mix design volumetric requirements.
    a. Acceptable documentation may include Department or Contractor testing data.
3. Submit samples according to the UDOT Materials Manual of Instruction 960 for a volumetric mix design verification for anything other than approved minor target changes.

C. Corrective action plan for approval according to this Section, Article 3.3, paragraph C2 and Article 3.4, paragraph A4b.

D. Refer to this Section, Article 3.4 for laboratory correlation submittals for information.

E. Mat joint layout plan to the Engineer for review before placement.

1.6 ACCEPTANCE

A. Acceptance sampling and testing of material is according to UDOT Minimum Sampling and Testing Requirements.

B. Gradation and asphalt binder content
1. The Engineer evaluates a lot on the test results of four or more samples, except when only three samples can be taken.
2. Evaluate the lot using the number of tests “n” in Table 3.
3. The Engineer informs the Contractor of the time and place of sampling not more than 15 minutes before sampling.
4. Increase sample sizes to accommodate validation or third-party testing as required.

C. Density and Thickness
1. Obtain cores from the mat and longitudinal joint within two calendar days after the pavement is placed and according to UDOT Materials Manual of Instruction, Section 984.
    a. The Engineer marks coring location for in-place mat density and longitudinal joint density cores.
    b. Fill core holes with Asphalt Mix, SMA or high-asphalt-content cold mix and compact in thin lifts within 24 hours and before returning to traffic.
    c. The Department witnesses the coring operation, takes possession of the cores immediately, and begins testing the cores within 24 hours for density acceptance.

2. Density Requirements
   a. The target for in-place density for the mat is 93.5 percent of Theoretical Maximum Specific Gravity except for thin overlay pavements.
   b. The target for in-place density for the longitudinal joint is 91.5 percent of the Theoretical Maximum Specific Gravity (G_{mm}).
   c. The target for in-place density is 92.5 percent of theoretical maximum specific gravity for thin overlay pavements.
      1) Do not take longitudinal joint cores for thin overlay pavements.
3. Thickness is evaluated with mat density cores. The thickness requirement may be waived when matching up to existing pavement, curb and gutter for Pavement in or next to intersections.
   a. The Department accepts a lot for thickness when:
      1) The average thickness is not more than ½ inch greater or ¼ inch less than the total design thickness specified.
      2) o in i i o o i i n i kn o or n inch.
   b. Excess Thickness – The Engineer may allow excess thickness to remain in place or may order its removal.
      1) The Department pays for 50 percent of the mix for material in excess of the +½ inch tolerance when excess thickness is allowed to remain in place.
   c. Deficient Thickness – Place additional material where lots or sublots are deficient in thickness.
      1) The Department pays for material necessary to reach specified thickness.
      2) The Department pays for 50 percent of the mix for additional material over specified thickness necessary to achieve minimum lift thickness.
      3) Minimum compacted lift is 3 times the nominal maximum aggregate size.
   d. Thickness tolerances established above do not apply to leveling courses.
      1) Check final surfaces in staged construction.
   e. Check thickness regularly with a depth probe during placement and take corrective action as necessary.

4. Longitudinal Joint
   a. The edge of a new asphalt mat may be removed for the purpose of meeting longitudinal joint density requirements.
      1) The material wasted is still included in the payment.
      2) Up to 3 inches for a confined edge is allowed.
      3) Up to 6 inches for an unconfined edge is allowed.

D. The Department applies one Incentive/Disincentive for the lowest dollar value for Gradation/Asphalt Content, one Incentive/Disincentive for In-Place Mat Density, and one Incentive/Disincentive for Longitudinal Joint Density. The Engineer computes Incentives/Disincentives as follows for each lot
   1. Compute incentive/disincentive for Gradation/Asphalt Binder and In-place Mat Density and Longitudinal Joint Density according to Table 1.
   2. Base the incentive/disincentive on Percent within Limit (PT) computation using Tables 2, 3, and 4.
   3. Use lowest single PT value combined for gradation (each of the sieves) and asphalt binder content for calculating the gradation/asphalt binder content incentive/disincentive.
   4. Use Tables 2, 3, and 4 to determine PT for in-place Mat Density and Longitudinal Joint Density.
   5. Meet PT of 88 or greater for in-place mat density or the Department does not pay incentives on joint density or gradation/asphalt binder content except for lane-leveling material.
   6. The Department pays or assesses the longitudinal joint density incentive/disincentive per ton of Asphalt Mix placed adjacent to, and on the hot side of the longitudinal joint for each lift:
      a. The incentive/disincentive will be calculated from the core densities taken from all abutting joints if the Asphalt Mix mat has a longitudinal joint on more than one side.

E. The Department applies incentive/disincentive for smoothness according to Section 02701.
   1. Refer to Section 02701 for smoothness requirements.

F. The Department rejects lots:
   1. If the PT for any individual gradation measurement is less than 52 percent as shown in Table 1.
   2. If the PT for asphalt binder content or mat density measurement is less than 60 percent as shown in Table 1.

3. The Engineer may accept a reject or non-conforming lot. Refer to Section 01456.
    a. A price reduction of 35 percent of the pay item or $20 per ton, whichever is greater, will be assessed.
    b. The lot will not be eligible for any incentive.

G. The Engineer may elect to accept material on visual inspection according to the Minimum Sampling and Testing Requirements.
    1. Incentives/Disincentives are not applied to material accepted visually.
    2. The Engineer reserves the option of conducting any acceptance tests necessary to determine that the material and workmanship meets the project requirements.

H. Meet production control requirements of Table 9.
    1. Material placed within the Cease Production Limit in Table 9 is not eligible for incentives.

1.7 DISPUTE RESOLUTION

A. Refer to Section 01456 when disputing the validity of the Department's acceptance tests.

Table 1

Incentive/Disincentive for Asphalt Binder Content, and Mat Density	
PT Based on Min. Four Samples	**Incentive/Disincentive (Dollars/Ton)**
>99	2.00
96-99	1.50
92-95	1.00
88-91	0.00
84-87	-0.26
80-83	-0.60
76-79	-0.93
72-75	-1.27
68-71	-1.60
64-67	-1.93
60-63	-2.27
<60	Reject
Incentive/Disincentive for Gradation	
PT Based on Min. Four Samples	**Incentive/Disincentive (Dollars/Ton)**
>99	2.00
96-99	1.50
92-95	1.00
88-91	0.00
84-87	-0.26
80-83	-0.60
76-79	-0.93
72-75	-1.27
68-71	-1.60
64-67	-1.93
60-63	-2.27
56-59	-5.00
52-55	-10.00
<52	Reject
Incentive/Disincentive for Longitudinal Joint Density	
PT Based on Min Four Samples	**Incentive/Disincentive (Dollars/Ton)**
>99	2.00
96-99	1.50
92-95	1.00
88-91	0.00
84-87	-0.26
80-83	-0.60
76-79	-0.93
72-75	-1.27
68-71	-1.60
64-67	-1.93
60-63	-2.27
56-59	-2.60
52-55	-5.00
<52	Apply $5 penalty and Overband Longitudinal Joint if Final Surface Lift

Table 2

Upper and Lower Limit Determination	
Parameter	**UL and LL**
in i or in Asphalt Mix o i or in Asphalt Mix	Target Value ± 6.0%
o i	Target Value ± 5.0%
o i	Target Value ± 3.0%
o 2 sieve	Target Value ± 2.0%
Asphalt Binder Content	Target Value ± 0.35%
Mat Density	Lower Limit Target Value - 2.0% Upper Limit Target Value + 4.0%
Longitudinal Joint Density	Lower Limit Target Value - 2.0% Upper Limit Target Value + 6.0%

Table 3

Use the appropriate “number of tests” column and round down to the nearest value.

Quality Index Values (QU or QL) for Estimating Percent Within Limits										
PU or PL	**n=3**	**n=4**	**n=5**	**n=6**	**n=7**	**n=8**	**n=10**	**n=12**	**n=15**	**n=20**
100	1.16	1.50	1.75	1.91	2.06	2.15	2.29	2.35	2.47	2.56
99	1.16	1.47	1.68	1.79	1.89	1.95	2.04	2.09	2.14	2.19
98	1.15	1.44	1.61	1.70	1.77	1.80	1.86	1.89	1.93	1.97
97	1.15	1.41	1.55	1.62	1.67	1.69	1.74	1.77	1.80	1.82
96	1.15	1.38	1.49	1.55	1.59	1.61	1.64	1.66	1.69	1.70
95	1.14	1.35	1.45	1.49	1.52	1.54	1.56	1.57	1.59	1.61
94	1.13	1.32	1.40	1.44	1.46	1.47	1.49	1.50	1.51	1.53
93	1.12	1.29	1.36	1.38	1.40	1.41	1.43	1.43	1.44	1.46
92	1.11	1.26	1.31	1.33	1.35	1.36	1.37	1.37	1.38	1.39
91	1.10	1.23	1.27	1.29	1.30	1.31	1.32	1.32	1.32	1.33
90	1.09	1.20	1.23	1.24	1.25	1.25	1.26	1.26	1.27	1.27
89	1.08	1.17	1.20	1.21	1.21	1.21	1.21	1.21	1.22	1.22
88	1.07	1.14	1.16	1.17	1.17	1.17	1.17	1.17	1.17	1.17
87	1.06	1.11	1.12.	1.12	1.12	1.13	1.13	1.13	1.13	1.13
86	1.05	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.05	1.05	1.04	1.04	1.04	1.04	1.04
84	1.02	1.02	1.02	1.01	1.01	1.01	1.00	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96	0.96	0.96	0.96
82	0.98	0.96	0.95	0.94	0.94	0.93	0.93	0.92	0.92	0.92
81	0.96	0.93	0.92	0.91	0.90	0.90	0.89	0.89	0.89	0.88
80	0.94	0.90	0.88	0.87	0.86	0.86	0.85	0.85	0.85	0.85
79	0.92	0.87	0.85	0.84	0.83	0.83	0.82	0.82	0.82	0.81
78	0.89	0.84	0.82	0.81	0.80	0.79	0.79	0.78	0.78	0.78
77	0.87	0.81	0.79	.0.78	0.77	0.76	0.76	0.75	0.75	0.75
76	0.84	0.78	0.76	0.75	0.74	0.73	0.72	0.72	0.72	0.72
75	0.82	0.75	0.73	0.72	0.71	0.70	0.69	0.69	0.69	0.68
74	0.79	0.72	0.70	0.68	0.67	0.67	0.66	0.66	0.66	0.65
73	0.77	0.69	0.67	0.65	0.64	0.64	0.62	0.62	0.62	0.62
72	0.74	0.66	0.64	0.62	0.61	0.61	0.60	0.59	0.59	0.59
71	0.71	0.63	0.60	0.59	0.58	0.58	0.57	0.56	0.56	0.56
70	0.68	0.60	0.58	0.56	0.55	0.55	0.54	0.54	0.54	0.53
69	0.65	0.57	0.55	0.54	0.53	0.52	0.51	0.51	0.51	0.50
68	0.62	0.54	0.52	0.51	0.50	0.50	0.48	0.48	0.48	0.48
67	0.59	0.51	0.49	0.48	0.47	0.47	0.46	0.45	0.45	0.45
66	0.56	0.48	0.46	0.45	0.44	0.44	0.43	0.42	0.42	0.42
65	0.53	0.45	0.43	0.42	0.41	0.41	0.40	0.40	0.40	0.39
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37	0.37	0.37	0.37
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35	0.34	0.34	0.34
62	0.43	0.36	0.34	0.33	0.33	0.33	0.32	0.31	0.31	0.31
61	0.39	0.33	0.31	0.30	0.30	0.30	0.29	0.29	0.29	0.28
60	0.36	0.30	0.28	0.27	0.26	0.26	0.25	0.25	0.25	0.25
59	0.32	0.27	0.25	0.25	0.24	0.24	0.24	0.23	0.23	0.23

Table 3 Continued										
PU/PL	**n=3**	**n=4**	**n=5**	**n=6**	**n=7**	**n=8**	**n=10**	**n=12**	**n=15**	**n=20**
58	0.29	0.24	0.23	0.22	0.21	0.21	0.21	0.21	0.21	0.20
57	0.25	0.21	0.20	0.19	0.19	0.19	0.18	0.18	0.18	0.18
56	0.22	0.18	0.17	0.16	0.16	0.16	0.16	0.16	0.15	0.15
55	0.18	0.15	0.14	0.14	0.13	0.13	0.13	0.13	0.13	0.13
54	0.14	0.12	0.11	0.11	0.11	0.11	0.10	0.10	0.10	0.10
53	0.11	0.09	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
52	0.07	0.06	0.06	0.05	0.05	0.05	0.05	0.05	0.05	0.05
51	0.04	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Table 4

Definitions, Abbreviations, and Formulas for Acceptance	
Term	**Explanation**
Target Value (TV)	The target values for gradation and asphalt binder content are given in the Contractor’s volumetric mix design. See this Section, Article 1.6 for density target values.
Average (AVE)	The sum of the lot’s test results for a measured characteristic divided by the number of test results–the arithmetic mean.
Standard Deviations (s)	The square root of the value formed by summing the squared difference between the individual test results of a measured characteristic and AVE, divided by the number of test results minus one.
Upper Limit (UL)	The value above the TV of each measured characteristic that defines the upper limit of acceptable production. (Table 2)
Lower Limit (LL)	The value below the TV of each measured characteristic that defines the lower limit of acceptable production. (Table 2)
Upper Quality Index (QU)	QU = (UL - AVE)/s
Lower Quality Index (QL)	QL = (AVE - LL)/s
Percentage of Lot Within UL (PU)	Determined by entering Table 3 with QU.
Percentage of Lot Within LL (PL)	Determined by entering Table 3 with QL.
Total Percentage of Lot Within UL and LL (PT)	PT = (PU + PL) – 100
Incentive/Disincentive	Determined by entering Table 1 with PT or PL.

PART 2 PRODUCTS

2.1 ASPHALT BINDER

A. Project Specific Surfacing Requirements – Refer to Section 02742S.

B. Asphalt Material – Refer to Section 02745 and Quality Management Plan 509: Asphalt Binder.

2.2 AGGREGATE

A. Crusher produced virgin aggregate material consisting of crushed stone, gravel, or slag.

B. Refer to Table 5 to determine the suitability of the aggregate.
   1. Coarse aggregates
      a. in on o i , AASHTO T 27
   2. Fine aggregates
      a. Clean, hard grained, and angular
      b. ing o i , AASHTO T 27

C. Meet the gradation requirements in Table 6. (AASHTO T 11, AASHTO T 27)

Table 5

Aggregate Properties – Asphalt Mix			
Test Method	**Test No.**	**75 Design Gyrations and Greater**	**Less Than 75 Design Gyrations**
One Fractured Face	AASHTO T 335	95% minimum	90% minimum
Two Fractured Faces	AASHTO T 335	90% minimum	90% minimum
Fine Aggregate Angularity	AASHTO T 304	45 minimum	45 minimum
Flakiness Index	UDOT MOI 933 (Based on inch sieve and above)	17% maximum	17% maximum
L.A. Wear	AASHTO T 96	35% maximum	40% maximum
Sand Equivalent	AASHTO T 176, alternate method 2, pre-wet method (test the sample in the wet condition).	60 minimum	45 minimum
Plasticity Index	AASHTO T 89 and T 90	0	0
Unit Weight	AASHTO T 19	minimum 75 lb/ft^3	minimum 75 lb/ ft^3
Soundness (sodium sulfate)	AASHTO T 104	16% maximum loss with five cycles	16% maximum loss with five cycles
Clay Lumps and Friable Particles	AASHTO T 112	2% maximum	2% maximum
r in		0%	10% maximum

Table 6

Aggregate Gradations (Percent Passing by Dry Weight of Aggregate)			
Sieve Size		**½ inch**	**inch**
Control Sieves	**¾ inch**	100.0	
	½ inch	90.0 – 100.0	100.0
	⅜ inch	< 90	90.0 - 100.0
	No. 4		< 90
	No. 8	28.0 - 58.0	32.0 - 67.0
	No. 200	2.0 – 10.0	2.0 – 10.0

2.3 ADDITIVES / STABILIZERS

A. Hydrated Lime:
Meet the requirements of Section 02746.

B. o i ngin r o r i i d on the project.

2.4 RECLAIMED ASPHALT PAVEMENT (RAP) (OPTIONAL)

A. Do not adjust the asphalt binder grade if the lower end is already a PG XX-34.

B. Do not adjust the asphalt binder grade when RAP content is not more than 15 percent by total weight of the asphalt mix and RAP asphalt binder content is not more than 15 percent of the total asphalt binder content by weight.

C. Adjust asphalt binder grade according to AASHTO M 323 when RAP asphalt binder content is between 15 to 25 percent of the asphalt binder weight.
1. Select one grade softer than the grade specified. Do not adjust the asphalt binder grade if the lower end is already a PG XX-34.
2. Provide test reports indicating that the PG grade and quantity of the recovered asphalt binder is consistent throughout the stockpile.
3. Limit RAP to 25 percent of the total weight of the asphalt mix and RAP binder to 25 percent of the total binder.

D. RAP aggregate is required to meet Table 5 with exception of Sand Equivalent. Refer to AASHTO T 176.

2.5 VOLUMETRIC MIX DESIGN

A. Perform Superpave Volumetric Mix Design according to UDOT Materials Manual of Instruction Section 960 and the following:
1. Incorporate hydrated lime into all designs. Refer to Section 02746.
2. Comply with Table 7 and Table 8.

B. Obtain Department approval for the mix design. Refer to the UDOT Materials Manual of Instruction Section 960.
1. Submit for verification and approval.
2. Do not begin paving until verification is complete.

Table 7

Volumetric Design Gyrations			
Compaction Parameters			Voids Filled with Asphalt (VFA) (%)
$N_{initial}$ /% of G_{mm}*	N_{design} /% of G_{mm}*	N_{max} /% of G_{mm}*	
6 /≤ 91.5	50 / 96.5	75 /≤ 98	70 – 80
7 /≤ 90.5	75 / 96.5	115 /≤ 98	70 – 80

* G_{mm}: Theoretical maximum specific gravity of the mix.
Refer to AASHTO T 209.

Table 8

Mix Design Requirements	
Asphalt Mix design mixing and compaction temperatures	Provided by the approved mix design
Dust Proportion Range	0.6 - 1.40
oi in in r ggr g design AASHTO R 35.9.2 using G_{sb} Oven Dry. Equation based on percent of total mix.	14.0% - 15.0% for ½ inch 15.0% - or in
Air voids at design	3.5 %
Hamburg Wheel Tracker UDOT MOI 990	75 Design Gyrations and Greater: < 10.0 mm at 20,000 Cycles Less than 75 Design Gyrations: < 10.0 mm at 10,000 Cycles

2.6 CONTRACTOR INITIATED CHANGES TO MIX DESIGN

A. The Department may allow up to two minor target changes to the most current verified mix design per project, per mix design, without penalty to the Contractor.
   1. The Department charges $1,000 for each additional minor target change.

B. The Department performs up to two volumetric mix design verifications per project, per mix design, at no cost to the Contractor.
   1. The Department charges $3,000 for each additional laboratory or field verification required including all laboratory or field volumetric mix design verifications required due to contractor initiated target changes.

C. Submit requests in writing to the Engineer at least 12 hours before incorporating changes into production.
   1. Include documentation supporting correlation between suggested minor target change and mix design volumetric requirements.
   2. Acceptable documentation may include Department or Contractor testing data.
   3. The Region Materials Engineer approves the target change if the mix meets the requirements.

D. Do not make changes to production mix until the request is approved.

E. Submit a new laboratory volumetric mix design for any change made to mix design properties other than gradation.
   1. When adding or modifying an additive/stabilizer to the mix design, only the portions of the verification affected by the addition or modification of the additive/stabilizer need to be verified.

F. The Engineer may require Hamburg Wheel-Track testing after a target change to evaluate the performance of the mix with the target change.

2.7 TACK COAT

A. Refer to Section 02748.

PART 3 EXECUTION

3.1 ASPHALT MIX

A. Dry aggregate to an average moisture content of not more than 0.2 percent by weight.
   1. May be verified by AASHTO T 255.
   2. Adjust burners to avoid damage or soot contamination of the aggregate.

B. Treat aggregate with hydrated lime. Refer to Section 02746.
   1. Method A or B
   2. The Department applies a deduction for mix produced by a non-certified supplier to cover the costs of inspection.
      a. The deduction is applied according to the UDOT Quality Management Plan 514.

C. Coat with asphalt binder 100 percent of the particles passing and 98
r n o ri r in on o i
   1. May be verified by AASHTO T 195.

2. Discontinue operation and make necessary corrections if material is not properly coated.

D. Maintain temperature of the Asphalt Mix between the limits identified on the Volumetric Mix Design Verification Letter for mixing and compacting.
   1. The Department rejects materials heated over the identified limits.
   2. Remove all material rejected by the Department for overheating.

E. Minimum compacted lift thickness is 3 times the nominal maximum aggregate size.

3.2 ASPHALT MIX PLANT

A. Provide the following:
   1. Positive means to determine the moisture content of aggregate on a daily basis.
   2. Positive means to sample all material components.
   3. Sensors to measure the temperature of the Asphalt Mix at discharge.
   4. The ability to maintain discharge temperature of the mix according to the mix design.

B. Asphalt Binder Storage Tanks
   1. Provide a positive means for separating and identifying asphalt grades when multiple products are used in mix production.
   2. Provide positive means of determining the quantity of material in the tank at any time.
   3. Provide a positive means of sampling the asphalt binder from the tanks.
      a. The Engineer determines a common sampling point where multiple products are used in mix production.

3.3 PRODUCTION CONTROL LIMITS

A. Apply the production control requirements as outlined in Table 9.

B. Action Limit
   1. Take appropriate action when air voids or VMA_{des} averaged for each lot are within the Action Limit.
   2. Continue paving the next scheduled work day at the Contractors discretion.
   3. Enter into the Cease Production Limit after three (3) consecutive production lots within the Action Limit.

C. Cease Production Limit

1. Take appropriate action when air voids or des averaged for each lot are within the cease Production Limit.
2. Submit a letter to the Engineer providing information on production changes to be made along with Contractor volumetric data verifying the results.
3. Suspend paving until Contractor provides test results from a minimum of two samples meeting the gradation and asphalt content requirements in Table 2 and air void and VMA requirements for the proceed limit in Table 9
    a. Produce and place material for Cease Production evaluation at a location outside of the project limits.
    b. Allow UDOT 24 hours to review the volumetric data.
    c. After to two (2) occurrences per project per year of ceased production, contract time may be added for the necessary days missed to correct the cease production item(s).
        1) Submit critical path information for evaluation.
        2) Maximum ten (10) calendar days per project.
4. The Engineer may require a new mix design after two (2) cease-production lots.

Table 9

Production Control for VMA		
VMA (%) Range from Target Value (TV) X = Average Value (Minimum of three Samples)	**Air Voids (%) Range from Target Value (TV) X = Average Value (Minimum of three Samples)**	**Action**
X > TV - 1.3 and X < TV + 1.3	X > TV - 1.0 and X < TV + 1.3	Proceed Limit
X ≤ TV - 1.3 n - 1.5 or X + 1.3 and X ≤ TV + 1.5	X ≤ TV - 1.0 and X > TV - 1.5 or X + 1.3 and X < TV + 1.8	Action Limit This Section, Article 3.3.B
X < TV - 1.5 or X > TV + 1.5	X ≤ TV - 1.5 or	Cease Production Limit This Section, Article 3.3.C

3.4 LABORATORY CORRELATION

A. Perform split-sample, paired *t*-testing with the Department based on project quality control testing using Department-qualified lab.
   1. Perform split-sample, paired *t* analysis on all mix acceptance tests and tests related to volumetric properties.
   2. Perform paired *t* analysis as defined in the UDOT Materials Manual of Instruction, Appendix C.
   3. Continue paired *t*-testing until at least two consecutive production = 0.05 for a two tailed distribution.
   4. Resolve discrepancies in lab results within the first five production days.
      a. Cease production if the requirements for two consecutive days of the first five days cannot be met.
      b. Submit a corrective action plan to the Engineer before production continues indicating the changes in procedures that will be implemented to correct the deficiencies.
      c. Both Contractor and Department labs must make paired *t* test results available within 24 hours of sampling.

3.5 SURFACE PREPARATION

A. Locate, reference, and protect all utility covers, monuments, curb and gutter, and other components affected by the paving operations.

B. Remove all moisture, dirt, sand, leaves, and other objectionable material from the prepared surface before placing the tack coat and mix.

C. Complete spot leveling, lane-leveling or profile leveling before placing pavement courses.
   1. Place, spread, and compact leveling mix on portions of the existing surface.
   2. Fill and compact any localized potholes more than 1 inch deep.
   3. Allow compacted mix to cool sufficiently to below 150 degrees F to provide a stable structural platform before placing additional lifts of Asphalt Mix.

D. Apply tack coat to all paved surfaces and longitudinal and transverse joints before applying a leveling course or pavement lift as required in Section 02748.

E. Allow sufficient cure time for prime coat/tack coat before placing Asphalt Mix. Refer to Section 02748.

3.6 SURFACE PLACEMENT

A. Adjust the production of the mixing plant and material delivery until a steady paver speed is maintained.

B. Do not allow construction vehicles, general traffic, or rollers to pass over the uncompacted end or edge of freshly placed mix until the mat temperature drops to a point where damage or differential compaction will not occur

C. Echelon paving is the preferred method for constructing a longitudinal joint. When full-width or Echelon paving is impractical and more than one pass is required, provide a compactable sloped edge adjacent to the next pass.
   1. Coat edge with tack coat according to Section 02748 at the same application rate as the surface placement.
      a. Angle nozzle to allow for proper application on the vertical or sloped edge.
      b. Provide a 6 inch overlap of tack coat beyond the longitudinal and transverse joints.

D. Construct the longitudinal joint to within 6 inches of the roadway centerline, the lane lines or at the center of the lane but never in a wheel path. Offset longitudinal joints 6 to 12 inches in succeeding courses.
   1. Core and test all longitudinal joints for compaction according to the specification if the lift is 2 or more inches thick.
   2. Verify all edges of the adjacent areas to through lanes have straight and uniform longitudinal lines and neat vertical edges.
   3. Fill core holes with Asphalt Mix, SMA, or high-asphalt-content cold mix and compact in thin lifts.

E. Offset transverse construction joints at least 6 ft longitudinally.

F. Taper the end of a course subjected to traffic at approximately 50:1 (horizontal to vertical).
   1. Make a transverse joint by saw or wheel cutting and remove the portion of the pass that contains the tapered end before placing fresh mix.
   2. Tack the contact surfaces before fresh mix is placed against the compacted mix.

G. Use a motor grader, spreader box, or other approved spreading methods for projects under 180 yd^2, irregular areas, or for miscellaneous construction such as detours and sidewalks.

H. Use a laydown machine for all lane-leveling and profile leveling activities.
   1. Place and drag the screed of the paving machine along the high portions of the roadway when lane-leveling to correct, rutting, minor variations and covering roadway crack seal material.
   2. Use a string line or follow a given profile when profile leveling to establish a best fit profile from high point to high point.

3.7 COMPACTION

A. Compact the asphalt mixture to meet density requirements without crushing aggregates.

B. Adjust compaction methods over bridge decks and approach slabs to avoid damage to the structures and appurtenances.
   1. Do not use vibratory compaction with large rollers on bridge decks or approach slabs.
   2. Adjust the rolling patterns to achieve specified density without vibratory compaction.
   3. Use a small compactor or a vibratory roller weighing less than ½ ton in addition to normal rolling to compact material adjacent to expansion joints, parapets, drainage inlets and other features.

C. Operate compaction equipment in a transverse direction next to the sleeper slab stems and approach slabs.

3.8 LIMITATIONS

A. Do not place Asphalt Mix on frozen base or subbase or during adverse climatic conditions such as precipitation or when roadway surface is icy or wet.

B. Use a release agent that does not dissolve asphalt and is satisfactory to the Engineer for all equipment and hand tools used to mix, haul, and place the Asphalt Mix.

C. Place Asphalt Mix from April 15 through October 15, and when the air temperature in the shade and the roadway surface temperature are above 50 degrees F.
   1. The Department determines if it is feasible to place Asphalt Mix outside these dates and temperature limits.
   2. Obtain authorization from the Engineer before paving outside these requirements.

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN 20961

SECTION 02742S

PROJECT SPECIFIC SURFACING REQUIREMENTS

Add Section 02742:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Required PG Asphalt Binder or emulsion

B. Number of gyrations (N_{values}) to use for Superpave Mix Design

1.2 RELATED SECTIONS Not Used

1.3 REFERENCES Not Used

1.4 DEFINITIONS Not Used

1.5 SUBMITTALS Not Used

PART 2 PRODUCTS

2.1 MIXES

A. Asphalt Mix: (Refer to bid item for size)
1. PG 64-34 Asphalt
2. $N_{initial}$ 7 N_{design} 75 N_{final} 115

PART 3 EXECUTION Not Used

END OF SECTION

November 17, 2025

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 02771M

PEDESTRIAN ACCESS RAMP

Delete 02771 Section 2.4 Paragraph D and replace with the following:

2.4 DETECTABLE WARNING SURFACE

D. Acceptable products for installation:

1. Gray Iron Casting Panel
   a. ASTM A 48 Class 35B, as specified in AASHTO M 306, iron composition with embedment anchors
   b. Reasonably smooth, uniform quality, slip resistant, weathered iron finish, cleaned by shot blasting, free from sand holes, burned-on sand, gas holes, cracks, and other surface defects.
   c. Use for new construction only.

END OF SECTION

November 7, 2025

SPECIAL PROVISION

PROJECT# F-R399(449)
PIN# 20961

SECTION 02813S

RECONSTRUCT SPRINKLER SYSTEM

Add Section 02813:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Reconstructing, relocating, and/or replacing existing sprinkler systems and sod disturbed or damaged by construction activities.

1.2 RELATED SECTIONS

A. Section 02912: Topsoil

B. Section 02922: Seed, Turf Seed, and Turf Sod

1.3 REFERENCES Not used

1.4 DEFINITIONS Not used

1.5 SUBMITTALS

A. Submit manufacturer data for all materials proposed for replacement or reconstruction.

B. Submit an as-built diagram showing final system modification, head types.

1.6 REMOVAL AND RESTORING SOD

A. Remove and maintain sod in a healthy condition. Strip existing sod in areas disturbed by construction. Salvage the sod and store temporarily in shady, moist location.

B. Replace sod. Reinstall the salvaged sod along the back side of sidewalk after construction. Any damaged or unusable sod shall be replaced with new sod of matching species and thickness at Contractor’s expense.

1.7 SCHEDULING

A. Replace sod as soon as possible.

PART 2 PRODUCTS

2.1 RECONSTRUCT SPRINKLER SYSTEM

A. Sprinkler Heads-Reuse heads if heads are in working condition. Replace damaged heads with equal or approved equivalent type, flow, and radius.

B. Control System-If damage occurs during construction replace damaged wire, valves, or controllers with components compatible with the existing system. Splices shall be made with waterproof connectors rated for direct burial.

PART 3 EXECUTION

3.1 PREPARATION

A. Coordinate with property owner to identify the existing sprinkler system within the area to be disturbed, obtain and furnish design to modify the existing sprinkler system to be compatible with owner's landscaping requirements and sidewalk elements.

B. Complete all sprinkler repairs and connections and provide inspection for Engineer and property owner for each location. Final inspection demonstrates that all connections are completed and that the system including sprinkler heads are operating properly. Sprinkler inspections are approved by Engineer before beginning final resodding preparation.

C. Complete all final surface preparation only after sprinkler system work is completed and approved by Engineer.

END OF SECTION

SPECIAL PROVISION

PROJECT # F-R399(449)
PIN # 20961

SECTION 03055S

PORTLAND CEMENT CONCRETE

Delete Section 03055 in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Portland Cement Concrete.

1.2 RELATED SECTIONS

A. Section 01456: Materials Dispute Resolution

1.3 REFERENCES

A. AASHTO M 6: Fine Aggregate for Hydraulic Cement Concrete

B. AASHTO M 80: Coarse Aggregate for Hydraulic Cement Concrete

C. AASHTO M 85: Portland Cement

D. AASHTO M 154: Air-Entraining Admixtures for Concrete

E. AASHTO M 194: Chemical Admixtures for Concrete

F. AASHTO M 295: Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

G. AASHTO T 97: Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

H. AASHTO T 121: Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete

I. AASHTO T 160: Length Change of Hardened Hydraulic Cement Mortar and Concrete

J. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test

K. AASHTO T 325: Estimating the Strength of Concrete in Transportation Construction by Maturity Tests

L. AASHTO T 358: Surface Resistivity Indication of Concrete's Ability to Resist Chloride Ion Penetration

M. AASHTO T 396: Evaluating the Workability of Slip Form Concrete Paving with the Box Test

N. ACI 301: Specification for Structural Concrete

O. ACI 305: Hot Weather Concreting

P. ACI 306: Cold Weather Concreting

Q. ASTM C 260: Air-Entraining Admixtures for Concrete

R. ASTM C 595: Blended Hydraulic Cements

S. ASTM C 1116: Fiber-Reinforced Concrete

T. ASTM C 1157: Hydraulic Cement

U. ASTM C 1567: Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)

V. ASTM C 1602: Mixing Water Used in the Production of Hydraulic Cement Concrete

W. ASTM C 1609: Flexural Performance of Fiber-Reinforced Concrete (Using Beam With Third-Point Loading)

X. ICC Evaluation Service (ICC-ES) AC32: Concrete with Synthetic Fibers

Y. UDOT Materials Manual of Instruction

Z. UDOT Minimum Sampling and Testing Requirements

AA. UDOT Quality Management Plan

1.4 DEFINITIONS

A. Cold Weather Protection Period - The amount of time recommended to prevent concrete from being adversely affected by exposure to cold weather, below 40 degrees F, during construction.

B. Fibrillated Microfiber – Synthetic fibers with diameters or equivalent diameters less than 0.012 inch.

C. Macrosynthetic Fiber – Synthetic fibers with diameters or equivalent diameters greater than 0.012 inch.

D. Retempering – The process of changing the consistency of a concrete mixture by adding water and remixing.

E. Water Cementitous Ratio - The ratio of the mass of water, excluding that absorbed by the aggregate, to the mass of cementitious material in a mixture, stated as a decimal and abbreviated w/cm.

$$\frac{w}{cm} = \frac{\text{Water (lbs)}}{\text{Cement (lbs)} + \text{Pozzolan (lbs)}}$$

1.5 SUBMITTALS

A. Mix design for all AAA, AA, and A concrete classes to be used for review.
   1. The Department authorizes concrete mix designs based on trial batch test results or on Department project history.
   2. Include at least the following:
      a. The proposed mix design.
      b. Target slump value.
      c. Trial batch test results.
      d. Test results verifying that coarse and fine aggregates meet this Section, Article 2.2, paragraph B.
      e. Test results for the proposed mix design for potential reactivity of coarse and fine aggregates according to UDOT Quality Management Plan 506: Ready-Mix Concrete.
      f. Test results demonstrating the ability of the combinations of cementitious materials and aggregates to control the reactivity when using potentially reactive aggregates in a mix design.
      g. Written plan for admixtures. Refer to this Section, Article 2.2, paragraph D.
      h. Well-graded combined aggregate gradation for the mix design when used.
         1) Provide targets for each required sieve (listed in Table 6) for control and acceptance.

2) Include the sum of the percent retained on the #8, #16 and #30 sieves. Submit the sum of the percent retained on each of the #30-200 sieves listed in Table 6.
3) Identify the aggregate size and number of component stockpiles.
4) Provide gradations for each component stockpile and the target percentages of each stockpile used to achieve the total combined gradation.

i. Test results establishing a density (unit weight) target of freshly mixed concrete according to AASHTO T 121 when using Class AA(LSF) and AA(ES) concrete.

j. Flexural strength test results when mix uses synthetic fiber reinforcement.

B. Class B concrete mix design, manufacturer's product data, or manufacturer's labeling, for review.

C. Cold Weather Concreting Plan for review.
1. Refer to this Section, Article 3.2, paragraph D for cold weather concreting requirements.

D. Evaporation Monitoring and Control Plan, for review.
1. Refer to this section, Article 3.2, paragraph E, for evaporation monitoring and control requirements.

E. Construction Documentation.
1. Concrete surface temperature monitoring for information. Refer to this Section, Article 3.1, paragraph D4.
2. Site Evaporation Monitoring data for information. Refer to this Section, Article 3.2.

1.6 ACCEPTANCE

A. Sampling and testing for strength, and air entrainment is according to UDOT Minimum Sampling and Testing Requirements.
1. The following exceptions apply when using Class AA(LSF), AA(P), and AA(ES) concrete mixes:
    a. Test fresh concrete density (unit weight) according to AASHTO T 121 at the same frequency as Air Content and Concrete Temperature.
        1) Batch fails if the unit weight of the fresh concrete in the field varies more than ± 5 lb/ft^3 from the target density for fresh concrete established by the mix design.

b. Reject batch if water/cementitious ratio exceeds the water/cementitious ratio established in the trial batch.

B. Compressive Strength
1. The pay factor will be applied to the quantity of the product that is represented by the strength tests that fall below a specified strength.
2. Department will calculate the pay factor using Table 1 based on 28 day compressive strength.

Table 1

Price Reduction for 28 Day Compressive Strength		
AAA(AE), AA(LSF), AA(LS), AA(ES) Concrete Classes		**AA(AE), A(AE), AA(P) Concrete Classes**
PSI below Specified Strength	**Pay Factor**	**Pay Factor**
1-100	0.95	N/A
101-200	0.90	N/A
201-300	0.85	N/A
301-400	0.80	N/A
More than 400	Reject	N/A
More than 500	Reject	Reject

3. The Engineer may accept a reject lot based on an engineering analysis. Refer to Section 01456.
a. The Department applies a 0.50 pay factor if a reject lot is allowed to remain in-place.

1.7 QUALITY ASSURANCE

A. Uncontrolled mix designs
1. The Department will monitor approved mix designs on the performance of compressive strength on all projects according to the UDOT Materials Manual of Instruction
2. Mix designs showing strength test variability with no determined root cause are considered uncontrolled.
3. Suspend use of uncontrolled mix designs when directed by the Department.

PART 2 PRODUCTS

2.1 CONCRETE CLASSES AND MIX REQUIREMENTS

A. Use only concrete mixes that have a Department approved mix design.
1. Refer to the requirements in Table 2.

B. Mix concrete trial batches according to the UDOT Materials Manual of Instruction 974: Guidelines for Portland Cement Concrete Mix Design Trial Batches.

C. Maximum nominal size of coarse aggregate:
   1. Not larger than $^{1}/_{5}$ the narrowest dimension between sides of forms.
   2. o rg r n o
   3. Not larger than ¾ the minimum clear distance between reinforcing bars or between bars and forms, whichever is less.

D. Use 20 to 30 percent pozzolan by weight of the total cementitious system.
   1. Include documentation of the total pozzolan content with the mix design.

E. Use 94 lbs additional cementitious material per cubic yard to the amounts determined in the mix design for concrete deposited in water.

F. Class AA(LSF) and AA(ES) concrete mixes require the following in addition to the requirements in Table 2:
   1. Synthetic Fiber Reinforcement according to this Section, Article 2.2, paragraph F.
      a. Provide fibrillated microfibers and macrosynthetic fibers
   2. A well-graded combined aggregate gradation according to this Section, Article 2.2, paragraph B3.

G. Class AA(P) concrete mixes require the following in addition to the requirements in Table 1:
   1. Meet a 28 day flexural strength of 650 psi verified through trial batch, refer to AASHTO T 97.
   2. Meet a minimum Sand Equivalent of 75. Refer AASHTO T 176, alternate method 2, pre-wet method (test the sample in the wet condition).
   3. Meet a maximum estimated voids ranking of 2 and a maximum average edge slump of ¼ inch verified through trial batch. Refer to AASHTO T 396.

Table 2

Concrete Classes and Mix Requirements							
Class	**Coarse Aggregate Size**	**Maximum Water / Cementi-tious Ratio******	**Maximum Percent Shrinkage at 28 days AASHTO T 160**	**Chloride Ion Penetration AASHTO T 358 Table 1**	**Air Content Percent (%) ***	**Mix Design Compressive Strength *f'*cr (psi)**	**28 Day Minimum Compressive Strength *f'*c (psi) ****
AAA(AE)	1" to No. 4 ¾" to No. 4	0.40	N/A	N/A	5.0 - 7.5	6,200 or f'c +1200	5,000 or as shown
AA(LSF)	1" to No. 4 ¾" to No. 4	0.42	0.035	Low to Negligible	5.0 - 7.5	5,200	4,000
AA(LS)	1" to No. 4 ¾" to No. 4	0.40	0.035	Low to Negligible	5.0 - 7.5	5,200	4,000
AA(P)	2" to No. 4 1½" to No. 4 1" to No. 4	0.44	0.042	N/A	4.0 - 7.0 4.5 - 7.5 5.0 - 7.5	5,200	4,000
AA(ES)***	1½" to No. 4 1" to No. 4 ¾" to No. 4	0.42	0.035	Low to Negligible	4.5 - 7.5 5.0 - 7.5 5.0 - 7.5	5,200	4,000
AA(AE)	2" to No. 4 1½" to No. 4 1" to No. 4 ¾" to No. 4	0.44	N/A	N/A	4.0 - 7.0 4.5 - 7.5 5.0 - 7.5 5.0 - 7.5	5,200	4,000
A	1½" to No. 4 1" to No. 4 ¾" to No. 4	0.53 0.53 0.48	N/A	N/A	N/A	3,900	3,000
A(AE)	1½" to No. 4 1" to No. 4 ¾" to No. 4	0.53 0.53 0.48	N/A	N/A	4.5 - 7.5	3,900	3,000
B or B(AE)		0.62	N/A	N/A	N/A 3.0 - 6.0	3,250	2,500

Table 2 Notes:

* Values listed represent in-place air content. Make necessary adjustments for impacts to air content due to placement.

** For *f'*c over 4,000 psi, design and proportion mixes according to ACI Manual of Concrete Practice 301: Specifications for Concrete and project specific criteria. Use air content percent in Table 2 for these mixes according to the class specified and the coarse aggregate size.

*** For Class AA(ES), achieve at least 3,000 psi at 24 hr.

****The Water/Cementitious ratios in this table are the maximum allowed. The mix design w/c ratio is established in the trial batch and will remain within the tolerances of this Section Article 2.3 during production.

Acronym Definitions:

AE = air-entrained
LSF = low shrinkage with fiber
LS = low shrinkage
P = pavement
ES = high early strength

2.2 MATERIALS

A. Cement
   1. Use Type IL Portland-Limestone Cement or equivalent according to Table 4.
      a. Type III Portland Cement may be used for precast items.
   2. Blended Hydraulic Cement
      a. Blended hydraulic cement substituted for Portland Cement:
         1) Refer to the equivalent cements listed in Table 4.

Table 4

Portland Cement/Blended Hydraulic Cement Equivalencies		
AASHTO M 85	**ASTM C 595**	**ASTM C 1157**
*Type I	IP, IL, IT	GU
Type II	IP(MS), IL(MS), IT(MS)	MS
Type III	IP(HE), IL(HE), IT(HE)	HE
*Type V	IP(HS), IL(HS), IT(HS)	HS

*Use only when specified

   3. Do not mix cements originating from different sources.
   4. Do not use air-entrained cement.

B. Aggregate
   1. Coarse Aggregate
      a. Use coarse aggregate that meets AASHTO M 80 physical properties. Use one of the gradations in Table 5.
      b. Do not exceed percentages of deleterious substances as specified in AASHTO M 80, Table 2, for Class A aggregates.

Table 5

Coarse Aggregate Gradations - Percent Passing (by weight)									
Aggregate Size (inches or sieve size)	**2½**	**2**	**1½**	**1**	**¾**	**½**	**⅜**	**No. 4**	**No. 200**
2 to No. 4	100	95-100		35-70		10-30		0-5	0-1
1½ to No. 4		100	95-100		35-70		10-30	0-5	0-1
1 to No. 4			100	95-100		25-60		0-10	0-1
¾ to No. 4				100	90-100		20-55	0-10	0-1

2. Fine Aggregate
   a. Use fine aggregate that meets AASHTO M 6 physical properties. Use the gradation in Table 6.
   b. Do not exceed percentages of deleterious substances as specified in AASHTO M 6, Table 2, for class A aggregates, using option “b” for material finer than the No. 200 sieve.

Table 6

Fine Aggregate Gradation	
Sieve Size	**Percent Passing (by weight)**
inch	100
No. 4	95 to 100
No. 16	45 to 80
No. 50	10 to 30
No. 100	2 to 10
No. 200	0 to 3.0[1]

1- or n r n ggr g i ri n r n
No. 200 sieve consists of the dust of fracture, essentially free of clay or shale, this limit shall be 5.0%.

3. A well-graded combined aggregate gradation is required for AA(LSF), AA(ES) and AA(P) concrete classes and may replace the gradation requirements in Tables 5 and 6 for other concrete classes when designed and approved as such.
   a. Proportion well-graded combined aggregates to meet the Tarantula Curve Gradation Band in Table 7.
      1) The combined gradation must be within the boundary limits for each sieve size.
      2) Refer to the UDOT Materials Manual of Instruction, Section 975: Guidelines for Well-Graded Combined Aggregate Gradations for a graphical representation of the Tarantula Curve.
         a) Slip formed pavements: retain at least 15 percent on the sum of the #8, #16 and #30 sieves.
         b) Slip formed pavements: retain between 24 and 34 percent of fine sand on the sum of the #30 through #200 sieves.
         c) Flowable applications: retain at least 20 percent on the sum of the #8, #16 and #30 sieves.
         d) Flowable applications: retain between 25 and 40 percent of fine sand on the sum of the #30 through #200 sieves.

Table 7

Tarantula Curve Gradation Band	
Sieve Size	**Individual Percent Retained**
2 in.	0
1 ½ in.	0 to 5
1 in.	0 to 16
¾ in.	0 to 20
½ in.	4 to 20
3/8 in.	4 to 20
No. 4	4 to 20
No. 8	0 to12
No. 16	0 to 12
No. 30	4 to 20
No. 50	4 to 20
No. 100	0 to 10
No. 200	0 to 2.3

C. Water
   1. Use potable water or water that meets ASTM C 1602, including Table 2.

D. Admixtures
   1. The Contractor assumes responsibility for the compatibility of admixtures with the mix design and their potential effects on concrete properties.
   2. Do not use calcium chloride.
   3. Air Entrainment according to ASTM C 260 as modified by AASHTO M 154 including the optional uniformity requirements in ASTM C 260, Section 5.
   4. Site-added air-entrainment – Refer to AASHTO M 154.
      a. Limit the use of site-added air-entraining agents to one adjustment per truck, of as many units/bags as needed.
      b. Use pre-measured admixtures.
      c. Record amount used on batch ticket.
      d. Rotate the drum at least 30 revolutions at the mixing speed recommended by the manufacturer.
   5. Water Reducing Agents
      a. Refer to AASHTO M 194.
      b. High Range Water Reducer (HRWR) – Include details regarding HRWR ingredients, production methods, handling, and placing in the written plan for admixtures.
   6. Accelerators – Refer to AASHTO M 194.

7. Set Retarding and Hydration Stabilizing Admixtures – Refer to AASHTO M 194.
    a. Establish and inform the Engineer of the effective life of the set-retarding or stabilizing admixture if admixtures are required due to haul times.
    b. Do not exceed manufacturer's recommendations for the use of the set retarding admixture.
    c. Do not re-dose the concrete with additional set retarding admixture.
    d. Add admixture at the batch plant at the time of initial batching operations.
    e. Show on batch tickets the amount of admixture used.
    f. Time of placement is established by the trial.
8. Shrinkage Reducers
    a. Refer to AASHTO M 194.

E. Pozzolan
1. Fly Ash
    a. Class F according to AASHTO M 295 except modify Table 2 with the following.
        1) Loss on Ignition (LOI) Not to exceed 3 percent.
        2) Allowable CaO content Not to exceed 15 percent.
    b. Label the storage silo for fly ash to distinguish it from cement.
    c. Use different size unloading hoses and fittings for cement and fly ash.
        d. Use ASTM C 1567 to verify that expansion is less than 0.1 percent 14 days after the zero reading.
    2. Natural Pozzolan (Class N)
    a. Refer to AASHTO M 295.
        b. Use ASTM C 1567 to verify that expansion is less than 0.1 percent 14 days after the zero reading.

F. Synthetic Fiber Reinforcement
1. Conform to ASTM C 1116, Type III and the requirements of ICC-ES AC32 Section 3.1.1 (plastic shrinkage reinforcement) and Section 3.1.2 (shrinkage and temperature reinforcement).
2. Fibrillated microfiber
    a. Use fibrillated polypropylene fibers at 1 lb/yd^3 of concrete mix.
3. Macrosynthetic fiber
    a. Use 4 lb/yd^3 of concrete mix.
    b. Provide a minimum flexural strength ratio ($R_{e,3}$) of 25 percent when tested according to ASTM C 1609.
4. Store the fibers in a dry, covered area, free of contamination.
5. Evaluate trial batches to verify workability of the concrete.

2.3 BATCH MATERIALS

A. Batch Tolerances. Refer to AASHTO M 157.
   1. Cementitious Material: ± 1 percent of the required mass
   2. Aggregate: ± 2 percent of the required mass
   3. Water: ± 1 percent of the required mix amount

B. Batch Size
   1. Do not load trucks in excess of their rated mixing capacity.
   2. Maintain an accurate and legible truck load-rating plate on the truck.
   3. Maintain a minimum individual batch size of 2 yd^3.

C. Concrete with fiber reinforcement
   1. Follow the manufacturers recommendation as to when to add fiber to the concrete batch.
   2. Mix for at least five minutes after the addition of the fibers.

PART 3 EXECUTION

3.1 GENERAL

A. Identify the concrete mix designs that will be used for each applicable pay item in the Departments business system and notify the Engineer when complete.

B. Do not exceed the water/cementitious ratio of the mix design.

3.2 LIMITATIONS

A. Retempering
   1. Do not retemper more than 60 minutes after batch time, unless the approved mix design includes a retarding admixture.

B. Place concrete when the concrete temperature is between 50 and 90 degrees F or as described in the authorized cold weather protection plan.
   1. The Department will test every truckload of concrete for mix temperature within the first half-yard of concrete discharged.
   2. The Department will reject the full or remaining amount of the load of concrete if mix temperature exceeds 90 degrees F.
   3. The Department will retake the mix temperature if there is a delay of 10 minutes or more during discharge before placement resumes.
   4. Do not place concrete during adverse weather including rain, snow, and high winds without adequate protection.

C. Pumping and Conveying Equipment

1. Do not use equipment or a combination of equipment and the configuration of that equipment that causes a loss of entrained air content that exceeds one-half of the range of air content allowed by specification.
    a. Replace, reconfigure, or repair equipment that does not meet this requirement.

D. Cold Weather Concreting – Comply with the following when placing, finishing, curing, and protecting concrete exposed to cold weather during the protection period.

1. Verify that all equipment and materials required to comply with the Cold Weather plan are available at the project site.
2. Cold weather applies when the temperature is forecast to fall below 35 degrees F during the protection period.
    a. Provide necessary cold weather protection during, surface preparation (saturated surface dry condition), placing, finishing, curing and protecting in-place concrete such as covers, insulation, and heat. Refer to ACI 305 for further information.
        1) Follow the authorized Cold Weather Concreting Plan when placing cast-in-place concrete.
    b. Concrete materials
        1) Do not use chemical anti-freeze additives in the concrete. This does not apply to normal accelerators. Refer to AASHTO M 194.
        2) Remove and replace concrete damaged by frost.
        3) Heating Aggregate and Water
            a) Provide and operate heating devices when heated aggregates are required.
            b) Use aggregates free of ice.
            c) Heat aggregates uniformly, avoid overheating or developing hot spots.
            d) Use either steam or dry heat
    c. Determine the compressive strength of the in-place concrete by one of the following methods:
        1) Field cured cylinders cured and protected the same as the concrete being protected.
        2) Maturity method. Refer to AASHTO T 325.
    d. Monitor and maintain the temperature of the concrete at or above 50 degrees F during and after placement until the end of the protection period.
        1) Measure the specified concrete temperature at the concrete surface.
            a) Use surface thermometers insulated from the surrounding air.

b) Submit records of the concrete surface temperature readings daily through the cold weather protection period.

e. Placing concrete
   1) Do not proceed with concrete placement if the temperature of any contact surface, such as reinforcement or formwork, is less than 36 degrees F.
   2) Cease placement operations when the ambient temperature is 40 degrees F and decreasing unless adequate precautions are taken according to the authorized Cold Weather Concreting Plan.

f. Protection of in-place concrete
   1) Maintain the concrete above 50 degrees F during placement and until the end of the protection period.
      a) The Cold Weather protection period is the time required for the concrete to reach a compressive strength of at least 3,500 psi.
      b) Extend the duration of the Cold Weather protection period at least 24 hours beyond the termination of the cure before exposing the concrete to freezing temperatures when curing by the water method.
   2) Comply with the following when heating is required.
      a) Adequately vent combustion-type heaters that produce carbon monoxide.
      b) Position heaters and ducts so the hot dry air does not cause areas of the concrete surface to overheat or dry.
      c) Keep concrete surfaces moist to avoid excessive loss of moisture from the concrete when applying external heat.

g. Termination of protection
   1) Do not allow the temperature of the concrete surfaces to drop by more than 40 degrees F during any 24 hour period.

E. Evaporation Monitoring and Control – Comply with the following when placing, finishing, curing, and protecting concrete exposed to ambient temperatures above 90 degrees F and on all bridge decks and Portland Cement Concrete Pavement, regardless of ambient temperature.

1. Monitor site conditions, including air temperature, relative humidity, and wind speed, to assess the need for evaporation control measures.
   a. Begin monitoring no later than 1 hour before beginning concrete placing operations.

b. Continue to monitor site conditions at intervals of 20 minutes or less until required curing procedures are applied.

2. Provide necessary evaporation protection.
   a. Follow the authorized Evaporation Monitoring Plan when placing cast-in-place concrete.
   b. Initiate evaporation control measures when concrete and air temperatures, relative humidity of the air, and wind speed have the capacity to evaporate free water from the fresh concrete surface at a rate equal to or greater than 0.2 $lbs/ft^2/hr$.
      1) Determine the evaporation rate of surface moisture using the NRMCA Nomograph in Appendix B of ACI 305.1 or qualified monitoring device.
3. Cool all surfaces that will come in contact with the concrete to below 95 degrees F.
   a. Do not proceed with concrete placement if the temperature of any contact surface, such as reinforcement or formwork, is greater than 95 degrees F.

3.3 AGGREGATE STOCKPILES

A. Construct stockpile platforms so that subgrades are prevented from intruding into aggregates.

B. Build stockpiles at least two days before use.

C. Provide an operator and front-end loader to help the Engineer take aggregate samples.

D. Provide separate stockpiles for coarse and fine aggregates.

E. Construct stockpiles to minimize segregation of aggregates.

F. Allow washed aggregates to drain to uniform moisture content before use (12 hours minimum).

3.4 CYLINDER STORAGE DEVICE

A. Provide and maintain cylinder storage device.
   1. Maintain cylinders at a temperature range of 60 degrees F to 80 degrees F for the initial 16 hour curing period.
   2. Do not move the cylinders during this period.
   3. Equip the storage device with an automatic 24 hour temperature recorder that continuously records on a time/temperature chart with an accuracy of ±1 degree F.

4. Have the storage device available at the point of placement at least 24 hours before placement.
5. Stop placement of concrete if the storage device is not provided or cannot accommodate the required number of test cylinders.
   a. Cylinder strength results may not be disputed if storage devices are not provided.
6. Use water containing hydrated lime if water is to be in contact with cylinders.
7. The Engineer may require a 24 hour test run to determine the storage device capability to maintain and record temperature.

END OF SECTION