NO. 28

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

URBAN FEDERAL AID PROJECT NO. NHU-4-002(116)149 (PCN-21174)

0.464 Miles

HMA, GRADING, STORM SEWER, WATERMAIN, SIDEWALK, SIGNALS, STRIPING, AND LIGHTING

MINOT - US HIGHWAY 2 AND 42ND STREET SE

WARD COUNTY

DBE Race Conscious Goal - 13.00%

BID OPENING: The bidder's proposal will be accepted via the Bid Express on-line bidding exchange at www.bidx.com until **09:30AM Central Time on November 17, 2017.**

Prior to submitting a Proposal, the Bidder shall complete all applicable sections and properly execute the Proposal Form in accordance with the specifications.

Proposal Form of:

_____
(Firm Name)

_____
(Address, City, State, Zipcode)

(For official use only)

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Project: NHU-4-002(116)149 (PCN-21174)

The company, firm, corporation, or individual hereby acknowledges that it has designated a responsible person or persons as having the authority to obligate the company, firm, or individual, through electronic or paper submittal, to the terms and conditions described herein and in the contract documents. The designated responsible person submitting this proposal shall be hereafter known as the bidder. By submitting this proposal, the bidder fully accepts and agrees to all the provisions of the proposal. The bidder also certifies that the information given in this proposal is true and the certifications made in this proposal are correct.

The bidder acknowledges that they have thoroughly examined the plans, proposal form, specifications, supplemental specifications, special provisions and agrees that they constitute essential parts of this proposal.

The bidder acknowledges that all line items which contain a quantity shall have a unit price bid. Any line item which is bid lump sum shall contain a lump sum bid price.

The bidder acknowledges that they understand that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the prices stipulated herein; that the bidder proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete the proposed work in the time specified.

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he/she, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid.

By submitting this proposal, the bidder certifies to the best of his/her knowledge and belief that he/she and his/her principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
b. 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 perform 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

c. 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 b. of the certification; and
d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract:

Explanation:_____
_____
_____
_____

If the prequalified bidder's status changes, he/she shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid.

BID LIMITATION (Optional)

The bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than the bidder is equipped to handle, may bid on multiple projects and limit the total amount of work awarded to the bidder on selected projects by completing the "Bid Limitation".

The Bid Limitation must be filled in on each proposal form for which the Bidder desires protection. Each such proposal must be covered by a proposal guaranty.

The bid limitation can be made by declaring the total dollar value of work OR total number of projects a bidder is willing to perform.

The Bidder desires to disqualify all of his/her bids on this bid opening that exceed a total dollar value of

$_____

OR

that exceed a total number of _____ projects.

The Bidder hereby authorizes the Department to determine which bids shall be disqualified.

Project: NHU-4-002(116)149 (PCN-21174)

PERMISSIBLE DISCOUNT (optional)

Only when invited to do so in the Request for Proposal by Special Provision, Bidders are permitted to offer a discount on a specific project (discount project) if they are awarded the contract on one or more additional projects bid at the same bid opening time and date. The bidder must present the proposal so that it can be considered with or without the discount. The bid or discount offered on the "discount project" will not affect the determination of the low bid of any other project.

When discounts are offered, they must be presented as a reduction in the unit price for one or more items of work in the specified proposal (discount project).

Space for Offering Discounts:

_____
_____
_____

Item No:_____

Description:_____

Unit:_____

Proposal Quantity:_____ Unit Price Reduction: $_____ Discount: $_____

Item No:_____

Description:_____

Unit:_____

Proposal Quantity:_____ Unit Price Reduction: $_____ Discount: $_____

Item No:_____

Description:_____

Unit:_____

Proposal Quantity:_____ Unit Price Reduction: $_____ Discount: $_____

Item No:_____

Description:_____

Unit:_____

Proposal Quantity:_____ Unit Price Reduction: $_____ Discount: $_____

TOTAL DISCOUNT_____

It is understood that the discount will only apply if awarded under the conditions as listed above and signed by the bidder.

Project: NHU-4-002(116)149 (PCN-21174)

RECEIPT OF ADDENDA ACKNOWLEDGEMENT

We hereby acknowledge receipt of the following addenda:

Addendum #_____ Dated_____

Addendum #_____ Dated_____

Addendum #_____ Dated_____

Addendum #_____ Dated_____

Addendum #_____ Dated_____

Addendum #_____ Dated_____

PROPOSAL GUARANTY

A proposal guaranty is required. The proposal guaranty must comply with Section 102.09, "Proposal Guarantee" of the Standard Specifications.

TYPE OF PROPOSAL GUARANTY APPLIED TO THIS PROJECT (Check one):

_____ Annual Bid Bond*

_____ Single Project Bid Bond

_____ Certified or Cashier's Check

*Annual Bid Bond is required when submitting proposals electronically

BID ITEMS

Project: NHU-4-002(116)149 (PCN-21174)

Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
001	103	0100	CONTRACT BOND	L SUM	1.				
002	103	0200	ESCROW OF BID DOCUMENTATION	L SUM	1.				
003	201	0330	CLEARING & GRUBBING	L SUM	1.				
004	201	0380	REMOVAL OF TREES 18IN	EA	10.				
005	201	0390	REMOVAL OF TREES 30IN	EA	7.				
006	202	0130	REMOVAL OF CURB & GUTTER	LF	2,114.				
007	202	0136	REMOVAL OF PAVEMENT	TON	19,632.				
008	202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	989.				
009	202	0230	REMOVAL OF INLETS	EA	2.				
010	203	0101	COMMON EXCAVATION-TYPE A	CY	46,587.				
011	203	0109	TOPSOIL	CY	13,585.				
012	203	0121	TOPSOIL-WETLAND	CY	821.				
013	216	0100	WATER	M GAL	1,392.				
014	230	0300	SUBGRADE PREPARATION-TYPE A	STA	36.				
015	251	0200	SEEDING CLASS II	ACRE	16.900				
016	251	1000	WETLAND SEED	ACRE	1.100				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
017	251	2000	TEMPORARY COVER CROP	ACRE	17.400				
018	253	0101	STRAW MULCH	ACRE	17.400				
019	253	0201	HYDRAULIC MULCH	ACRE	16.900				
020	255	0101	ECB TYPE 1	SY	2,354.				
021	255	0104	ECB TYPE 4	SY	763.				
022	260	0200	SILT FENCE SUPPORTED	LF	200.				
023	260	0201	REMOVE SILT FENCE SUPPORTED	LF	200.				
024	261	0112	FIBER ROLLS 12IN	LF	743.				
025	261	0113	REMOVE FIBER ROLLS 12IN	LF	404.				
026	261	0120	FIBER ROLLS 20IN	LF	10,068.				
027	261	0121	REMOVE FIBER ROLLS 20IN	LF	4,014.				
028	302	0100	SALVAGED BASE COURSE	TON	47,480.				
029	401	0050	TACK COAT	GAL	3,555.				
030	401	0060	PRIME COAT	GAL	11,484.				
031	401	0160	BLOTTER MATERIAL CL 44	TON	348.				
032	430	0045	SUPERPAVE FAA 45	TON	13,454.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
033	430	1000	CORED SAMPLE	EA	49.				
034	430	5828	PG 58-28 ASPHALT CEMENT	TON	498.				
035	430	6428	PG 64-28 ASPHALT CEMENT	TON	291.				
036	702	0100	MOBILIZATION	L SUM	1.				
037	704	0100	FLAGGING	MHR	1,200.				
038	704	1000	TRAFFIC CONTROL SIGNS	UNIT	4,489.				
039	704	1052	TYPE III BARRICADE	EA	70.				
040	704	1060	DELINEATOR DRUMS	EA	161.				
041	704	1081	VERTICAL PANELS-BACK TO BACK	EA	228.				
042	704	1087	SEQUENCING ARROW PANEL-TYPE C	EA	2.				
043	704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	5.				
044	706	0400	FIELD OFFICE	EA	1.				
045	706	0500	AGGREGATE LABORATORY	EA	1.				
046	706	0550	BITUMINOUS LABORATORY	EA	1.				
047	706	0600	CONTRACTOR'S LABORATORY	EA	1.				
048	708	1540	INLET PROTECTION-SPECIAL	EA	34.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
049	708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	34.				
050	709	0151	GEOSYNTHETIC MATERIAL TYPE R1	SY	7,567.				
051	714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	8.				
052	714	4097	PIPE CONDUIT 15IN-STORM DRAIN	LF	45.				
053	714	4099	PIPE CONDUIT 18IN-APPROACH	LF	117.				
054	714	4101	PIPE CONDUIT 18IN-STORM DRAIN	LF	199.				
055	714	4106	PIPE CONDUIT 24IN-APPROACH	LF	481.				
056	714	4110	PIPE CONDUIT 30IN	LF	180.				
057	714	4115	PIPE CONDUIT 36IN	LF	185.				
058	714	4117	PIPE CONDUIT 36IN-STORM DRAIN	LF	68.				
059	714	4121	PIPE CONDUIT 42IN-STORM DRAIN	LF	82.				
060	714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	1.				
061	714	9680	PLUG PIPE-ALL TYPES & SIZES	EA	2.				
062	720	0110	RIGHT OF WAY MARKERS	EA	35.				
063	720	0125	ALIGNMENT MONUMENTS	EA	31.				
064	720	0130	IRON PIN R/W MONUMENTS	EA	30.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
065	720	0135	IRON PIN REFERENCE MONUMENTS	EA	6.				
066	722	0100	MANHOLE 48IN	EA	2.				
067	722	1100	MANHOLE RISER 48IN	LF	14.				
068	722	3510	INLET-TYPE 2	EA	10.				
069	722	3520	INLET-TYPE 2 DOUBLE	EA	3.				
070	722	3701	INLET SPECIAL-TYPE 2 48IN	EA	1.				
071	722	3713	INLET SPECIAL MOUNTABLE-TYPE B 48IN	EA	2.				
072	722	3761	INLET SPECIAL-TYPE 2 60IN	EA	1.				
073	722	3766	INLET SPECIAL-TYPE 2 72IN	EA	1.				
074	722	4060	INLET MOUNTABLE CURB-TYPE B	EA	4.				
075	722	4565	MEDIAN DRAIN PRECAST CONCRETE-TYPE A	EA	1.				
076	722	6140	ADJUST GATE VALVE BOX	EA	5.				
077	722	6200	ADJUST MANHOLE	EA	7.				
078	724	0270	REMOVE GATE VALVE & BOX	EA	3.				
079	724	0300	GATE VALVE & BOX 6IN	EA	3.				
080	724	0310	GATE VALVE & BOX 8IN	EA	1.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
081	724	0314	GATE VALVE & BOX 12IN	EA	1.				
082	724	0411	6IN HYDRANT	EA	1.				
083	724	0427	ADJUST HYDRANT	EA	1.				
084	724	0430	REMOVE HYDRANT	EA	2.				
085	724	0810	WATERMAIN 6IN PVC	LF	43.				
086	724	0830	WATERMAIN 8IN PVC	LF	794.				
087	724	0850	WATERMAIN 12IN PVC	LF	684.				
088	724	0944	CONNECTION TO EXISTING MAIN	EA	5.				
089	724	6820	8IN 11.25DEG BEND	EA	2.				
090	724	6840	12IN 11.25DEG BEND	EA	2.				
091	724	6842	12IN 22.5DEG BEND	EA	2.				
092	724	6844	12IN 45DEG BEND	EA	1.				
093	724	7010	8IN X 6IN REDUCER	EA	2.				
094	724	8097	12IN X 8IN REDUCER	EA	1.				
095	744	0100	POLYSTYRENE INSULATION BOARD	BD FT	12,800.				
096	748	0120	CURB & GUTTER MOUNTABLE-TYPE I	LF	502.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
097	748	0140	CURB & GUTTER-TYPE I	LF	5,720.				
098	750	0100	SIDEWALK CONCRETE	SY	860.				
099	750	0200	CONCRETE MEDIAN PAVING	SY	630.				
100	750	0210	CONCRETE MEDIAN NOSE PAVING	SY	50.				
101	750	1000	DRIVEWAY CONCRETE	SY	78.				
102	750	1020	DRIVEWAY CONCRETE 8IN	SY	252.				
103	750	2115	DETECTABLE WARNING PANELS	SF	65.800				
104	754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	352.				
105	754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	239.				
106	754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	1,001.700				
107	754	0214	GALV STEEL POSTS-W-SHAPE POSTS(TWO OR MORE)	LF	48.800				
108	754	0563	REFERENCE MARKER-TYPE C	EA	2.				
109	754	0592	RESET SIGN PANEL	EA	3.				
110	754	0805	OBJECT MARKERS - CULVERTS	EA	22.				
111	762	0110	EPOXY PVMT MK 4IN LINE-GROOVED	LF	4,512.				
112	762	0113	EPOXY PVMT MK 4IN LINE	LF	8,452.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						$$$$$	000	$$$$$	00
113	762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	448.				
114	762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	LF	6,989.				
115	762	0134	EPOXY PVMT MK 12IN LINE-GROOVED	LF	1,013.				
116	762	0430	SHORT TERM 4IN LINE-TYPE NR	LF	9,958.				
117	762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	187.				
118	762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	390.				
119	764	9011	ATTENUATING CRASH CUSHION TL-3	EA	2.				
120	766	0100	MAILBOX-ALL TYPES	EA	1.				
121	770	0020	CONCRETE FOUNDATION-HIGHWAY LIGHTING	EA	22.				
122	770	0220	CABLE TRENCH-TYPE II	LF	4,225.				
123	770	0330	2IN DIAMETER RIGID CONDUIT	LF	1,736.				
124	770	0504	UNDERGROUND CONDUCTOR NO4-TYPE RHW	LF	9,308.				
125	770	0604	UNDERGROUND CONDUCTOR NO4-TYPE THW	LF	4,654.				
126	770	1676	LT STD 6FT MA 40FT MT HT BREAKAWAY	EA	8.				
127	770	1778	LT STD 10FT MA 42FT MT HT BREAKAWAY	EA	14.				
128	770	4210	LED LUMINAIRE	EA	15.				

BID ITEMS

Project: NHU-4-002(116)149 (PCN-21174)

Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price $$$$$	Unit Price 000	Amount $$$$$	Amount 00
129	**770**	**4220**	**LED LUMINAIRE - 150 WATT**	**EA**	**11.**				
130	**770**	**4567**	**REMOVE LIGHTING SYSTEM**	**EA**	**1.**				
131	**772**	**9811**	**TRAFFIC SIGNAL SYSTEM - SITE 1**	**EA**	**1.**				
132	**990**	**0230**	**TEMPORARY ACCESS**	**L SUM**	**1.**				
			SUBTOTAL						
			OPTION 1						
133	**714**	**4097**	**PIPE CONDUIT 15IN-STORM DRAIN**	**LF**	**653.**				
134	**714**	**4101**	**PIPE CONDUIT 18IN-STORM DRAIN**	**LF**	**367.**				
			SUBTOTAL OPTION 1						
			OPTION 2						
135	**714**	**0210**	**PIPE CONC REINF 15IN CL III-STORM DRAIN**	**LF**	**653.**				
136	**714**	**0315**	**PIPE CONC REINF 18IN CL III-STORM DRAIN**	**LF**	**367.**				
			SUBTOTAL OPTION 2						

BID ITEMS

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price $$$$$	Unit Price 000	Amount $$$$$	Amount 00
			OPTION 3						
137	**714**	**4097**	**PIPE CONDUIT 15IN-STORM DRAIN**	**LF**	**268.**				
138	**714**	**4101**	**PIPE CONDUIT 18IN-STORM DRAIN**	**LF**	**94.**				
139	**714**	**4107**	**PIPE CONDUIT 24IN-STORM DRAIN**	**LF**	**75.**				
			SUBTOTAL OPTION 3						
			OPTION 4						
140	**714**	**0210**	**PIPE CONC REINF 15IN CL III-STORM DRAIN**	**LF**	**268.**				
141	**714**	**0315**	**PIPE CONC REINF 18IN CL III-STORM DRAIN**	**LF**	**94.**				
142	**714**	**0620**	**PIPE CONC REINF 24IN CL III-STORM DRAIN**	**LF**	**75.**				
			SUBTOTAL OPTION 4						
			SUBTOTAL + ALL OPTIONS						

Project: NHU-4-002(116)149 (PCN-21174)

Type of Work: HMA, GRADING, STORM SEWER, WATERMAIN, SIDEWALK, SIGNALS, STRIPING, AND LIGHTING

County: WARD

Length: 0.4640 Miles

TIME FOR COMPLETION:

The undersigned Bidder agrees, if awarded the contract, to prosecute the work with sufficient forces and equipment to complete the contract work within the allowable time specified as follows:

WORKING DAY CONTRACT: **NA** working days are provided. The Department will begin charging working days beginning **NA** or the date work begins on the project site, whichever is earlier.

CALENDAR DAY CONTRACT: **NA** calendar days are provided. The completion date will be determined by adding **NA** calendar days to **NA** or the date work begins on the project site, whichever is earlier.

COMPLETION DATE CONTRACT The project completion date is **10/13/2018**. The Department provides a minimum of **NA** working days. The Department will begin charging working days beginning **NA** or the date work begins on the project site, whichever is earlier.

Project: NHU-4-002(116)149 (PCN-21174)

Type of Work: HMA, GRADING, STORM SEWER, WATERMAIN, SIDEWALK, SIGNALS, STRIPING, AND LIGHTING

County: WARD

Length: 0.4640 Miles

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISE (M/WBE):
The undersigned Bidder certifies that the information given on behalf of the Bidder in Special Provision, "Utilization of Disadvantaged Business Enterprise" (M/WBE), is true and correct and that the bidder has met the assigned goals or has met the good faith effort requirements of the Special Provision.

CONTRACT EXECUTION:

The undersigned Bidder agrees, if awarded the contract, to execute the contract form and furnish a contract bond within fifteen calendar days, as determined by NDCC Section 1-02-15, after date of notice of award, in accordance with the provisions of Sections 103.05 and 103.06 of the Standard Specifications.

AFFIDAVIT:

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of _____
CONTRACTOR NAME
of _____ , a
MAILING ADDRESS

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

and that they have read, understand, acknowledge, and accept the entire proposal form; and that all statements made by said bidder are true and correct.

_____ , TITLE _____
BIDDER MUST SIGN ON THIS LINE

_____
TYPE OR PRINT SIGNATURE ON THIS LINE

Subscribed and sworn to before me this day.

_____
COUNTY

(Seal)

_____ _____
STATE DATE

_____
NOTARY PUBLIC

My commission expires _____

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Job #28, Project No. NHU-4-002(116)149

HMA, Grading, Storm Sewer, Watermain, Sidewalk, Signals, Striping, & Lighting

INDEX OF PROVISIONS

INDEX OF PROVISIONS

NOTICE

TO: All prospective bidders on all North Dakota Department of Transportation Highway Construction Projects.

Contractors moving construction equipment to NDDOT highway construction projects are subject to the Road Restriction Policy with the following modifications:

A. The contractor may purchase up to 10 single trip permits for each NDDOT highway construction project at a cost ranging from $20 to $70 each. These permits must be purchased from the Motor Carrier Division of the Highway Patrol at the central office of the NDDOT in Bismarck, North Dakota.

B. The $1 per mile fee will not be charged for Gross Vehicle Weights (GVW) exceeding 105,500 pounds, 105,500 pounds, and 105,000 pounds for highways Restricted by Legal Weights, 8 Ton, and 7 Ton highways respectively.

C. The $5 per ton per mile fee will be charged only for loads exceeding a GVW of 130,000 pounds, 120,000 pounds, 110,000 pounds and 80,000 pounds for highways Restricted by Legal Weights, 8 Ton, 7 Ton, and 6 Ton highways respectively.

D. The maximum weights per axle for each of the class restrictions still apply. If it is shown that more axles cannot be added, movement may be authorized; however, a $1 per ton per mile fee will be charged for all weight in excess of the restricted axle limits.

E. These construction equipment single trip permits apply to State and US Highways only.

F. The District Engineers and Highway Patrol will select the route of travel.

G. Contractors moving equipment to other than NDDOT highway construction projects are subject to all fees as shown in the Road Restriction Permit Policy.

H. Contractors must call the Highway Patrol prior to movement of all overweight loads on all State and US Highways.

NDDOT ROAD AND VEHICLE RESTRICTIONS Date Revised 05-22-10

ROAD RESTRICTION PERMITS

Permits shall be issued for the movement of non-divisible vehicles and loads on state highways which exceed the weight limits during spring road restrictions. The issuance of permits may be stopped or posted weights changed at any time based on the varying conditions of the roadways. Permits can be obtained from the Highway Patrol.

RESTRUCTION CLASSIFICATIONS WITH ALLOWABLE AXLE WEIGHTS AND GROSS VEHICLE WEIGHTS	**PERMIT AND TON/MILE FEES**
Highways Restricted by Legal Weight Single Axle -- 20,000 lbs. Tandem Axle -- 34,000 lbs. Triple Axle -- 48,000 lbs. 4 Axles or more -- 15,000 lbs. per axle Gross Vehicle Weight -- 105,500 lbs. Note: The above weights apply to state highways restricted by legal weights, other than interstate highways, in areas where road restrictions are in force. When the gross weight of an axle grouping exceeds 48,000 pounds, the $1 per ton per mile shall apply to all weight in excess of 15,000 pounds per axle.	Permit Fee: $20-$70 per trip Ton Mile Fee: 105,501 lbs. to 130,000 lbs. GVW -- $1 per mile Over 130,000 lbs. GVW – $1 per mile **plus** $5 per ton per mile for that weight exceeding 130,000 lbs. GVW Exceeding axle limits -- $1 per ton per mile
8-Ton: Single Axle -- 16,000 lbs. Tandem Axle -- 32,000 lbs. 3 Axles or more -- 14,000 lbs. per axle Gross Vehicle Weight -- 105,500 lbs.	Permit Fee: $20-$70 per trip Ton Mile Fee: 105,501 lbs. to 120,000 lbs. GVW -- $1 per mile Over 120,000 lbs. GVW – $1 per mile **plus** $5 per ton per mile for that weight exceeding 120,000 lbs. GVW Exceeding restricted axle limits -- $1 per ton per mile
7-Ton: Single Axle -- 14,000 lbs. Tandem Axle -- 28,000 lbs. 3 Axles or more -- 12,000 lbs. per axle Gross Vehicle Weight -- 105,500 lbs.	Permit Fee: $20-$70 per trip Ton Mile Fee: 105,500 lbs. to 110,000 lbs. GVW -- $1 per mile Over 110,000 lbs. GVW – $1 per mile **plus** $5 per ton per mile for that weight exceeding 110,000 lbs. GVW Exceeding restricted axle limits -- $1 per ton per mile
6-Ton: Single Axle -- 12,000 lbs. Tandem Axle -- 24,000 lbs. 3 Axles or more -- 10,000 lbs. per axle Gross Vehicle Weight -- 80,000 lbs.	Permit Fee: $20-$70 per trip Ton Mile Fee: $5 per ton per mile for all weight exceeding 80,000 lbs. GVW Exceeding restricted axle limits -- $1 per ton per mile
5-Ton: Single Axle -- 10,000 lbs. Tandem Axle -- 20,000 lbs. 3 Axles or more -- 10,000 lbs. per axle Gross Vehicle Weight -- 80,000 lbs.	No overweight movement allowed

SINGLE UNIT FIXED LOAD VEHICLES SUCH AS TRUCK CRANES AND WORKOVER RIGS

A. Permit Fee and Ton Mile Fee for Self-Propelled Fixed Load Vehicles.

1. Permit Fee: $25 per trip

2. $1 per ton per mile for all weight in excess of restricted axle limits or in excess of legal limits on state highways in areas where road restrictions are in force. When the gross weight of an axle grouping exceeds 48,000 pounds, the $1 per ton per mile shall apply to all weight in excess of 15,000 pounds per axle (see weight classification chart in section C.)

3. $5 **per ton per mile** for all movements exceeding the following gross vehicle weight limits:

    a. 105,500 lbs. GVW on unrestricted state highways, other than interstate highways, in areas where road restrictions are in force.
    b. 105,500 lbs. GVW on 8-ton highways.
    c. 105,500 lbs. GVW on 7-ton highways.
    d. 80,000 lbs. GVW on 6-ton highways.
    e. No overweight movement allowed on 5-ton highways

B. Permit Fees for Work-Over Rigs and Special Mobile Equipment Exceeding 650 but not 670 Pounds Per Inch Width of Tire.

1. Permit Fee:
    a. $50 per trip on work-over rigs up to 650 pounds per inch width.
    b. $75 per trip on work-over rigs that exceed 650 but not 670 pounds per inch width of tire.
2. The work-over rig shall be stripped to the most minimum weights.
3. A minimal number of state highway miles shall be used.
4. District engineer approval shall be obtained prior to movement when vehicle exceeds restricted axle weights by more than 5,000 pounds.
5. A validation number ending in TM must be obtained from the Highway Patrol prior to using a self-issue single trip movement approval form.
6. The ton mile shall be waived.

NOTICE

U.S. DEPARTMENT OF TRANSPORTATION

"HOT LINE"

As part of its continuing investigation into Highway Construction Contract Bid Rigging and abuses in the Disadvantaged Business Enterprise Program, the Inspector General for the Department of Transportation (DOT) has established a "HOT LINE" to receive information from contractors, suppliers, or anyone with knowledge of such activities.

The toll-free "HOT LINE' telephone number is 1-800-424-9071 and will be manned during normal working hours (8 a.m. to 5 p.m. EST). This operation is under the direction of DOT's Inspector General. All information will be treated confidentially and anonymity will be respected.

CALL
Inspector General's 'HOT LINE'
Toll Free 1-800-424-9071
Washington, DC Area:
202-366-1461
Fax: 202-366-7749

WRITE
Inspector General
Post Office Box 23178
Washington, DC 20026-0178

Email: hotline@oig.dot.gov

The field office address and telephone number for NORTH DAKOTA is:

CHICAGO REGIONAL OFFICE

Special Agent-in-Charge
Commercial: 312-353-0106
111 N. Canal St., Suite 677
Chicago, Illinois 60606

CERTIFICATION

I hereby certify the attached supplemental specifications effective on October 1, 2017.

/S/ 6/9/2017

Bob Fode, P.E., Director
Office of Project Development

Date

NDDOT
North Dakota
Department of Transportation

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
REVISIONS

Effective Date: 10/01/2017

The following specifications are supplementary to the 2014 Edition of the *Standard Specifications for Road and Bridge Construction* as they apply to this Contract. Page references in this document apply to the hard bound, printed edition of the specifications (the "blue book") and the "as printed" version of the specifications on the Department's website.

101.03 ABBREVIATIONS **PAGE 8** **10/01/15**

Delete the line for "ACPA American Concrete Precast Association" and replace it with the following:

ACPA American Concrete Pipe Association

Add the following item to Section 101.03:

NPCA National Precast Concrete Association
SWPPP Storm Water Pollution Prevention Plan

101.04 DEFINITIONS **PAGE 10** **10/01/15**

Delete the definition for "Sieve" and replace it with the following:

Sieve. U.S.A. Standard Sieve, as defined in ASTM E 11. The specified percent passing for each sieve is measured by weight.

102.07 B Electronic Proposal **Page 23** **10/1/16**

Replace 102.07 B with the following:

B. Electronic Proposal.

1. Electronic Bidding Credentials.
A Digital ID is required to electronically sign proposals.

If a Bidder does not have a Digital ID, create a Digital ID and set up bidding privileges by following the instructions on the Bid Express website (www.bidx.com). Begin the Digital ID creation process a minimum of 7 business days before the bid opening.

2. Submitting an Electronic Proposal.
Prepare the proposal using Bid Express as follows:

1. Download the most current "Proposal Files" and "DBE Roster File" from the Bid Express website (www.bidx.com).
2. Use the Bid Component for AASHTOWare Project Bids to prepare and submit the proposal forms. Follow the Bid Component software instructions and review the help

screens provided on the Bid Express website to ensure that the bid item list is prepared properly. Provide a unit price for each bid item.

If the proposal forms contain alternate or optional bid items, provide unit prices for those bid items as follows:

a. For alternate bid items, provide a unit price for each bid item included in the Bidder's preferred alternate.
b. For optional bid items, provide a unit price for all bid items under all options.

The user's Digital ID must be on file and enabled by Bid Express. The use of the Digital ID constitutes the Bidder's signature for execution of the proposal. The Department is not responsible for the Bidder's inability to submit a proposal using AASHTOWare.

103.08 A General **PAGE 30** **10/1/16**

Replace the second paragraph with the following:

For subcontracts at any tier equal to or greater than $750,000, obtain from the subcontractor all bid documentation used to prepare the subcontractor's bid for the portion of the work reflected in the subcontract. The subcontractor's bid documentation requirements shall be the same as for the Contractor, except it shall be submitted within 5 days of approval of the Prime Contractor's Request to Sublet. Submit to the Department the bid documentation and affidavit in a separate sealed container, including the subcontractor's name and address on the container.

104.02 C Significant Changes to the Character of Work **PAGE 34** **10/01/15**

Delete the following paragraph in its entirety:

If the Contractor believes an alteration in the work is a significant change that necessitates a contract revision, the Contractor shall notify the Engineer in accordance with Section 104.03, "Contractor Requested Contract Revisions".

104.05 A Submission of the Claim **PAGE 37** **10/01/15**

Replace the fourth paragraph of Section 104.05 with the following:

Provide a claim submittal to the Engineer that contains, at a minimum, the following information for each claim issue included on the *Notice of Intention to File a Claim* (SFN 16743). Failure to supply the following information for each claim issue constitutes a waiver of claim for addional compensation for each submitted claim item.

104.07 C. Conditions **PAGE 42** **10/01/16**

Replace number 5 with the following:

5. Contains revisions to the contract that the Department has previously accepted on another Department project, or is based on or similar to standard specifications, special provisions, or another set of plans.

Delete Section 105.03 COOPERATION WITH UTILITY OWNERS and replace with the following:

105.03 COOPERATION WITH UTILITY OWNERS

A. General.

Utility facilities shown on the plans, if any, are for reference purposes only and may not constitute an exhaustive representation of all utility facilities within the project. Notify the North Dakota One Call System (811) before starting the work, so they may locate and mark all utility facilities within the project.

Comply with Chapter 49-23 of the NDCC in determining the location of underground utilities.

Locate Department-owned, publicly-owned, and privately-owned utility facilities, whether on or off the One Call System.

If the Contractor's operations have the potential to damage utility facilities identified in the contract to remain in place during the work, including operations adjacent to these utility facilities, the Contractor shall account for and protect the utility facilities. Before starting the work, coordinate the protections with the utility owner.

B. Utilities Identified in Plans.

Notify all utility owners of the anticipated project schedule within two weeks of receiving notice to proceed. Coordinate adjustments and relocations with affected utility owners. The Contractor, the Engineer, and the utility owners shall agree to a schedule of the work and the adjustments and relocations before beginning the work.

Cooperate with utility owners in relocating and adjusting utility facilities to minimize interruption to service and duplication of work by utility owners.

The Department will provide utility conflict plans, if available. Utility conflict plans are not part of the contract and are for information purposes only.

C. Utilities Encountered During Work.

If the Engineer determines that adjustment or relocation of utility facilities is necessary to accommodate construction, the Engineer will arrange and coordinate the work with the owner if the contract does not otherwise provide for such work. This does not relieve the Contractor of any liability that may arise under the provisions of the NDCC.

D. Scheduling.

1. General.

In order to minimize interference with traffic operations, the Contractor, Engineer, and utility owner shall agree to a detailed schedule before starting work.

2. Utility Coordination Meeting.

If the contract requires a utility coordination meeting, arrange the meeting with the utility owners and the Engineer to occur no later than two weeks after the notice to proceed. At the meeting, provide an agenda and a tentative construction schedule for planning utility relocations and adjustments; after the meeting, publish minutes and distribute a copy to all meeting attendees.

E. Fire Hydrants.

Before starting work that affects a fire hydrant, coordinate with the local fire authority to determine if provisions need to be in place before starting the work. If provisions are necessary, obtain the approval of the local fire authority before beginning the work affecting the fire hydrant.

F. Damage and Interruptions.
If the Contractor causes damage to utility facilities, the Contractor is responsible for the costs of restoring or repairing the damaged utility facility to a condition equal to or better than the condition existing before the damage occurred. Immediately notify the utility owner of the damage or, if the owner is unknown, the One Call System. Do not conceal, attempt to conceal, or make repairs to the utility facilities until approved by the utility owner. If this damage causes interruption to utility service, continuously coordinate with the utility owner until the service is fully restored.

The Department will not pay the Contractor for the cost to restore or repair damage utility facilities and will consider any delays resulting from this damage to be non-excusable in accordance with Section 108.06, Determination of and Extensions to the Contract Time."

105.08 A.3 Additional Section 600 Work Drawing Submittal Requirements. PAGE 50 10/01/16

Replace the first paragraph with the following:

Provide work drawings on 11 inch × 17 inch sheets generated by a CADD system.

Use the minimum text sizes shown in Table 105-01.

Table 105-01	
Dimensions and Notes	0.08 Inches
Detail Subtitles	0.09 Inches
Detail Titles	0.10 Inches

105.08 B Work Drawings Submittal Requirements PAGE 50 10/1/17

Replace 105.08 B with the following:

B. Work Drawing Submittal Requirements.
Submit work drawings by either of the following methods:

1. Paper Submittal.
Submit a cover letter and two copies of the work drawings to the Engineer.

2. Electronic Submittal.
To submit the work drawings electronically to the Engineer, post a cover letter and one electronic copy of the work drawing to the Department's managed file transfer (MFT) website. Follow the requirements of NDAC Title 28 for all submittals.

Contact the Engineer to receive instructions describing how to upload files to the MFT website.

105.08 C Engineer's Response to Work Drawings **PAGE 51** **10/1/17**

Replace the Section 105.08 C with the following:

C. Engineer's Response to Work Drawing.
Allow 21 days for the Engineer to review the work drawing. The Engineer will respond in one of the following ways:

- No Exceptions Noted;
- Returned for Correction;
- Not Required for Review; or
- Not Acceptable.

If the work drawing is returned stating "Returned for Correction" or "Not Acceptable", make necessary revisions and resubmit the work drawing as specified in Section 105.08, "Work Drawings".

After the Department has reviewed the work drawings, the Department will return the reviewed work drawing submittal to the Contractor as follows:

- If a paper submittal, the Engineer will return the reviewed drawings to the Contractor.

- If an electronic submittal, the Department will post reviewed work drawings on the MFT site and will send an email notification to the Contractor that the reviewed work drawings are available on the MFT site. Retrieve the reviewed work drawings from the MFT site within 30 calendar days. The Department will delete files from the MFT site after 30 calendar days.

Include the cost of drafting and submitting work drawings in the contract unit price for the relevant contract items.

106.01 C Certificate of Compliance **PAGE 55** **10/01/16**

Replace 106.01 C, "Certificate of Compliance with the following:

C. Certificate of Compliance (CoC).
SP 282(14) Certificate of Compliance (CoC) has replaced this section.

106.02 D Aggregate Source Limitations **PAGE 58** **10/01/15**

Delete number 8 and replace it with the following:

8. In Stark County, within the 2-mile radius from the center of Section 30-137-92;

Delete number 11 and replace it with the following:

11. In Hettinger County, within the 1-mile radius from the center of Section 28-135-91;

107.06 Discoveries **Page 70** **10/1/17**

Replace the first paragraph with the following:

If the Contractor encounters one or more of the items included in the following list anywhere the Contractor performs the work, the Contractor shall immediately suspend the work and notify the Engineer of the encounter:

- Threatened or endangered species;
- Prehistoric dwelling sites;
- Human remains;
- Concentrated historic or prehistoric artifacts; or
- Vertebrate, invertebrate, plant and trace fossils.

If encountering one of the following, protect the location from further disturbance:

- Prehistoric dwelling sites;
- Human remains;
- Concentrated historic or prehistoric artifacts; or
- Vertebrate, invertebrate, plant and trace fossils.

Resume work in the location of the encounter only with written approval from the Engineer.

107.07 Responsibility to the Public **PAGE 70** **10/01/17**

Add the following to the end of Section 107.07

F. Crossing Traffic.
Construction vehicles are not allowed to cross lanes of traffic to enter or exit work zones on the interstate. Construction vehicles are required to merge into public traffic.

107.08 Haul Roads **PAGE 72** **10/01/17**

Replace 107.08 with the following:

107.08 HAUL ROADS
SP 453(14) Haul Roads has replaced this section.

107.13 G Railroad Flagging **PAGE 78** **10/01/17**

Delete the last sentence of the first paragraph.

107.17 REMOVED MATERIAL **PAGE 80** **10/01/15**

Replace Section 107.17 with the following:

107.17 REMOVED MATERIAL
Unless otherwise designated in the contract, removed material becomes the property of the Contractor.

If the Contractor determines that the material will be disposed of, the material must be disposed in one of the following ways:

A. Dispose of the material through a beneficial use. Apply for a beneficial use permit from the NDDoH by completing an *NDDOT Projects-Inert Waste Beneficial Use Application* (SFN 58981). Provide the Engineer with copies of all documents submitted to the NDDoH.

B. Dispose of the material at an approved permanent waste management facility.

C. If waste cannot be reasonably managed at a permanent waste management facility, obtain approval from the NDDoH for a variance to dispose of the inert waste at another site. Apply for a variance by completing an *NDDOT Projects-Inert Waste Disposal Variance Application* (SFN 54344). Provide the Engineer with copies of all documents submitted to the NDDoH.

Obtain locations of permanent waste facilities, applications, and guidelines from the NDDoH, Division of Waste Management. View a list of municipal and inert waste landfills and review guidance on the NDDoH website: http://www.ndhealth.gov.

Include the cost of material disposal in the contract unit price of the relevant contract item.

108.02 PRECONSTRUCTION CONFERENCE PAGE 81 10/01/16

Delete Section 108.02 and replace with the following:

108.02 CONSTRUCTION MEETINGS

A. Preconstruction Conference.
Before beginning the work, including pit operations specific to the project, and unless waived by the Engineer, coordinate and hold a preconstruction conference with the Engineer at a mutually agreed time and place. Notify subcontractors, utility companies, and other interested parties of the time and place of the preconstruction conference.

Submit the following to the Engineer before or at the preconstruction conference:

1. A company safety plan and the name of the safety officer;
2. An EEO / affirmative action plan and the name of the EEO officer;
3. A list of key project personnel and their phone numbers;
4. The initial or baseline schedule in accordance with Section 108.03, "Progress Schedule";
5. A list of proposed subcontractors requested in accordance with Section 108.01, “Subletting of Contract”;
6. A list of material suppliers;
7. A list of pits to be used (owner and legal description);
8. All COAs in accordance with Section 107.05, “Material Source Approval”;
9. The applicable storm water permits and the SWPPP in accordance with Section 107.02.C, “Storm Water Permits”;
10. The names of Quality Control Personnel and a Quality Control Plan in accordance with Section 430.04 A, “Contractor Quality Control (QC).”

B. Weekly Planning and Reporting Meeting.
The weekly planning and reporting meeting is required when specified in the plans.

Organize a weekly meeting to coordinate efforts between subcontractors, utilities, local authorities, and others. The Engineer will develop a list of parties to be invited to the meeting and will provide the list to the Contractor at the Preconstruction Meeting. The Engineer may provide an updated list with additional attendees at any time.

Send a knowledgeable representative to conduct the meeting. Prepare minutes for each meeting and make the appropriate distribution of the minutes. Distribute the minutes within 48 hours of the meeting conclusion. Allow the Engineer to review and approve the minutes before distribution.

Include in the meeting agenda a discussion of problems encountered since the last meeting, and information of interest to those invited to the meeting. Provide a written schedule of the next week's work and a tentative schedule for the following week.

108.03 D Measurement and Payment **PAGE 91** **10/01/15**

Replace Table 108-01 with the following:

Table 108-01
CPM Schedule Price Reductions

Days Late Submitting Update Schedule	Percentage Price Reduction to the Prorated Amount[1]
1	20
2	40
3	60
4	80
5	100

[1] The "prorated amount" is equivalent to the amount calculated for each update schedule submission in Section 108.03 D, Item 2.

108.05 Limitation of Operations **PAGE 91** **10/01/17**

Replace 108.05 Limitations of Operations with the following:

108.05 LIMITATION OF OPERATIONS
SP 462(14) "Limitation of Operations" has replaced this section.

108.06 B.1 General **PAGE 93** **10/01/15**

Replace the 6th paragraph of Section 108.06 B.1 with the following:

The Contractor's plea that the contract time was insufficient is not a valid reason for an extension of time. For calendar day and completion date contracts, the Department will not extend the contract time for delays encountered on holidays and during the period from November 15 to April 15. When the time as extended by the Department falls on a date that is a holiday, the Engineer will extend the contract time to the next business day.

108.06 B.4 Excusable, Non-compensable Delays **PAGE 96** **10/01/16**

Replace letter "f." with the following:

f. Delays due to utility or railroad work when the Contractor has complied with the requirements of Section 105.03.D, "Scheduling," but the utility or railroad company failed to perform their work within the time agreed to in the utility coordination meeting**.**

109.01 J.2 Scale Applications **PAGE 103** **10/01/16**

Replace the paragraph with the following:

Use either computerized or non-computerized scales to determine weights for material when the quantity of the material included in the bid item list is 2,000 tons or less.

109.01 J.2.a Computerized Scales **PAGE 103** **10/01/16**

Replace the first paragraph with the following:

Use a computerized scale to determine the weight of material when the quantity included on the bid item list is greater than 2,000 tons.

109.01 J.2.b Computerized Loader Bucket Scales **PAGE 103** **10/01/15**

Delete the first paragraph and replace with the following:

Loader bucket scales may be used to weigh materials when the quantity of material included in the bid item list is less than 10,000 tons and for aggregates specified under Sections 420 “Bituminous Seal Coat”, 421 “Microsurfacing”, and 422 “Slurry Seal” regardless of quantity.

109.01 J.4.b(2) Hopper or Batch Scales **PAGE 105** **10/01/15**

Replace Section 109.01 J.4.b(2) with the following:

After the material has been weighed on the project scale and placed in a truck, weigh the loaded truck on a certified scale owned and operated by an entity other than the Contractor. Provide the tare weight of the truck along with the comparison weigh ticket.

109.01 J.6.a General **PAGE 106** **10/01/15**

Delete the second paragraph and replace with the following:

Document the weight of each load on a separate, sequentially numbered weigh ticket that has a maximum size of 5.5 × 8.5 inches. Provide one copy to the driver of the truck. The truck driver shall deliver the weigh ticket to the Engineer at the location where the material is incorporated into the work. The Engineer will reject loads that are not accompanied by a legible weigh ticket.

155.02 A General **PAGE 140** **10/01/17**

Add the following paragraph to Section 155.02 A:

Provide a NRMCA Certified plant for concrete used in Sections 550, “Concrete Pavement”, 570 “Concrete Pavement Repair”, 602 “Concrete Structures”, and 622 “Pilings”.

155.03 A.3 Water Measuring **PAGE 143** **10/01/15**

Replace the second paragraph in Section 155.03 A.3 with the following:

Use a water measuring system that:

- Delivers the designated quantity of water for each batch within the tolerance specified in Section 802.03 B.4, “Batching Water”;
- Automatically stops the water flow when the designated quantity has been delivered; and
- Is adjustable and has a calibrated indicator showing the quantity of water measured for each batch.

155.07 D Bridge Deck Overlay Finishing Machines **PAGE 147** **10/01/15**

Replace Section 155.07 D with the following:

D. Bridge Deck Overlays Finishing Equipment.

Use a finishing machine that is:

- Equipped with an oscillating screed or screeds with an effective weight of at least 75 pounds for each square foot of bottom face area, and provided with positive control of vertical position, the angle of tilt, and the shape of the crown. At least one oscillating screed shall be capable of consolidating the concrete to the specified density;
- Long enough to uniformly strike off and consolidate the width of lane to be paved
- Capable of forward and reverse motion under positive control;
- Travelling on rails with fully-adjustable and stable supports;
- Supported without the use of shims; and
- Not anchored to the concrete using powder actuated fasteners, unless that concrete will be subsequently overlaid.

202.04 A General **PAGE 161** **10/01/16**

Replace the second paragraph with the following:

Remove existing bituminous and concrete surfaces to a joint or create a smooth, vertical plane along the entire length of the remaining surface.

202.04 B Removal of Bridges and Box Culverts **PAGE 161** **10/01/16**

Replace Section 202.04 B with the following:

B. Removal of Structures and Box Culverts.

When the removal is of a bridge, perform asbestos inspection and testing and submit SFN 17987 “Asbestos Notification of Demolition and Renovation” to NDDoH at least 10 working days before conducting any demolition. If asbestos is discovered, the Engineer will issue a contract revision for work related to the asbestos.

Remove existing substructures to one foot below the existing stream bottom, and remove those parts outside the stream to one foot below final ground surface.

If bridge elements are designated for salvage, match mark the elements and transport them to the location specified in the contract.

202.06 BASIS OF PAYMENT **PAGE 162** **10/01/16**

Delete the “Saw Concrete, Linear Foot” and “Saw Bituminous Surfacing-Full Depth, Linear Foot” from the “Pay Item List”.

203.02 EQUIPMENT **PAGE 163** **10/01/15**

Replace the equipment list in Section 203.02 with the following:

Equipment	Section
Vibratory Sheepsfoot/Pad Foot/Extended Pad Foot Rollers	151.01 E

203.04 B Topsoil **PAGE 164** **10/01/17**

Replace 203.04 B with the following:

B. Topsoil.

1. General.
Remove topsoil to its full depth or a depth up to 6 inches, whichever is less, from all excavation and embankment areas. Do not remove the subsoil or other deleterious material with topsoil. Stockpile the removed topsoil.

Place topsoil piles at acceptable locations outside of the grading limits or, if necessary, outside the right of way at no additional cost to the Department. If stockpiling topsoil outside the right of way, submit a copy of the agreement negotiated with the landowner 10 days before constructing topsoil stockpiles.

When stockpiling topsoil within the clear zone, construct topsoil stockpiles with foreslopes of 4:1 or flatter and approach slopes of 10:1 or flatter.

Scarify the surface to a depth of 2 inches before replacing topsoil.

Uniformly spread the stockpiled topsoil over the disturbed areas within the right of way.

2. Topsoil – Imported.
Provide imported topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than two inch in greatest dimension, noxious weeds, sticks, brush, litter, and other deleterious matter. Provide the topsoil from a site outside the right of way. Spread the topsoil uniformly to a minimum depth of 6 inches. Use all existing stockpiled topsoil before importing topsoil.

203.04 C Subcut **PAGE 165** **10/01/15**

Add the following paragraph to the end of Section 203.04 C:

Dispose of material removed from the subcut area as specified in Section 107.17, “Removed Material”.

203.05 B Borrow Excavation **PAGE 169** **10/01/16**

Replace the third paragraph of Section 203.05 with the following:

If the borrow source is a Department option, the Engineer will measure the topsoil stripped from the borrow area. Provide a minimum of two working days' notice to allow the Engineer to complete the preliminary cross sectioning before removing topsoil. Remove and stockpile topsoil, as specified in Section 203.04 B, "Topsoil", before excavation. Provide notice and allow one working day for the Engineer to complete the topsoil measurement before beginning borrow excavation.

203.05 C Topsoil **PAGE 170** **10/01/17**

Add the following to 203.05 C:

The agreement will be in writing and signed by the both the Contractor and the Engineer.

203.05 D Topsoil – Wetland **PAGE 170** **10/01/16**

Replace 203.05 D Topsoil – Wetland with the following:

D. Reserved.
Reserved.

203.06 BASIS OF PAYMENT **PAGE 171** **10/01/16 & 10/1/17**

Delete "Topsoil Borrow Area, Cubic Yard" from the Pay Item List and replace with "Topsoil – Dept Option Borrow Area, Cubic Yard".

Delete "Topsoil – Wetland, Cubic Yard" from the Pay Item List.

203.06 C Department Optioned Borrow **PAGE 171** **10/01/16**

Add the following to the end of Section 203.06 C:

Include the removal and replacement of topsoil in Department optioned borrow areas in the contract unit price for "Topsoil – Dept Option Borrow Area".

216.06 Basis of Payment **PAGE 175** **10/01/15**

Replace Section 216.06 with the following:

Pay Item	Pay Unit
Water	M Gal

An "M Gal" is equivalent to 1,000 gallons.

Such payment is full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

230.05 B Reshaping Inslopes **PAGE 179** **10/01/16**

Replace Section 230.05 Reshaping Inslopes with the following:

B. Reshaping Foreslopes.
The Engineer will measure each foreslope on each side of the roadway separately.

251.03 D Seed Class **PAGE 182** **10/01/15**

Add the following footnote to Table 251-01:

[1] Substitute Thickspike or Stream bank Wheatgrass of the Critana, Banstock, Sodar, AC Polar or Elbee variety if Sideoats Grama is unavailable.

253.02 A Hydraulic Mulch **PAGE 188** **10/01/16**

Replace the first paragraph with the following:

When applying hydraulic mulch and seed together, use hydraulic spraying equipment that mixes the seed and mulch in water.

253.03 B Hydraulic Mulch **PAGE 188** **10/01/16**

Delete the third paragraph.

253.03 C Straw Mulch **PAGE 188** **10/01/15**

Delete the following sentence from this section:

At least 50 percent of the mulch by weight must be at least 8 inches in length.

262.04 A Installation **PAGE 201** **10/01/15**

Replace the first paragraph of Section 262.04 A with the following:

Attach anchor lines to the flotation device.

265.06 Basis of Payment **PAGE 204** **10/01/15**

Replace the first paragraph after the list of pay items with the following:

Include the cost for pipe, geosynthetic material, topsoil, and seed in the price bid for “Stabilized Construction Access”.

302.03 MATERIALS **PAGE 209** **10/01/15**

Replace table in Section 302.03 with the following:

Material	Section
Aggregates	816
Salvaged Base Course	817
Traffic Service Aggregate	816 Class 5; or 817

302.04 A.2 Gradation **PAGE 209** **10/01/15**

Replace the first paragraph in Section 302.04 A.2 with the following:

The Engineer will collect three samples for each 1,000 tons of material placed, except when more than 1,000 tons are placed in a day. If more than 1,000 tons are placed in a day, the Engineer will collect three samples for that day's placement. If the aggregate fails to meet the specified gradation, the Engineer will apply a price reduction as specified in Section 302.06 B, "Contract Price Adjustments".

302.04 B Placement and Compaction **PAGE 210** **10/01/17**

Replace the third paragraph with the following:

Compact aggregate, utilizing pneumatic-tired rollers, until the surface is tightly bound and shows no rutting or displacement occurs under the roller operation. The Engineer may allow other compaction methods, when placing aggregate under sidewalks, driveways, or medians.

302.04 C Surface Tolerance **PAGE 210** **10/01/15**

Replace Section 302.04 C with the following:

C. Surface Tolerance.
Unless one of the following surface tolerances is specified, construct the surface to within 0.08 feet of the proposed elevation.

1. Surface Tolerance Type B.
Use trimming equipment, including motor graders, equipped with automatic grade control to adjust for the cross slope and longitudinal profile. Construct the finished surface to within 0.04 feet of the proposed elevation.

Reincorporate material removed from high points during trimming into other portions of the base.

2. Surface Tolerance Type C.
Use roadbed planers to construct the finished surface. The Engineer will allow the base or surface course to be used as the grade reference when trimming shoulders. Construct the finished surface to within 0.04 feet of the proposed elevation.

Reincorporate material removed from high points during trimming into other portions of the base.

306.04 A.1 Gradation **PAGE 213** **10/01/15**

Replace the first paragraph in Section 306.04 A.1 with the following:

The Engineer will collect three samples for each 1,000 tons of material placed, except when more than 1,000 tons are placed in a day. If more than 1,000 tons are placed in a day, the Engineer will collect three samples for that day's placement. If the aggregate fails to meet the specified gradation, the Engineer will apply a price reduction as specified in Section 306.06 B, "Contract Price Adjustments".

401.03 MATERIAL **PAGE 221** **10/01/16**

Replace the last paragraph in Section 401.03 with the following:

Obtain samples of the bitumen under the observation of the Engineer. The Engineer will take immediate possession of the samples.

401.03 B Tack Coat and Fog Seal. **PAGE 221** **10/01/15**

Delete Section 401.03 B and add the following:

B. Tack Coat.
Use a material from Table 401-01.

Table 401-01

Material	Section
SS-1h	818.02 F
MS-1	818.02 F
CSS-1h	818.02 E.1

When MS-1 is used it may be diluted by the supplier or the Contractor.

C. Fog Seal.
Use a material from Table 401-02.

Table 401-02

Material	Section
SS-1h	818.02 F
CSS-1h	818.02 E.1

401.04 A Application of Bitumen **PAGE 221** **10/01/15**

Delete Section 401.04 A and add the following:

A. Application of Bitumen.

1. General.
Prepare the surface by removing loose dirt and deleterious material.

Provide the Engineer with the manufacturer recommended application temperature ranges. During application, maintain the temperature of bitumen within the ranges recommended by the manufacturer.

Apply bitumen with a distributor on a compacted and stable surface. Use hand sprayers to cover irregular areas. Completely cover the area receiving the bitumen application.

If applying bitumen in multiple passes, overlap the bitumen along adjoining edges of the passes.

Protect the surfaces of structures and other roadway appurtenances against tracking and splattering.

2. Prime Coat.
Apply prime coat when the ambient air temperature is at least 40°F.

Allow the prime coat to cure a minimum of 48 hours before placing pavement.

3. Tack Coat.
Apply tack coat when the air temperature and existing mat temperature are at least 35°F.

Apply tack coat to a dry surface.

Allow tack coat to cure before applying surfacing material.

4. Fog Coat.
Apply fog coat when the ambient air temperature is at least 40°F.

Apply fog coat to a dry surface.

411.04 Construction Requirements **PAGE 223** **10/01/17**

Replace the sixth paragraph with the following:

Coordinate milling and paving operations so that no section of milled roadway has public or construction traffic operating on it for more than 5 days. If public or construction traffic operates on the milled surface for more than 5 days, repair the roadway as directed by the Engineer at no additional cost to the Department.

420.04 A General **PAGE 224** **10/01/15**

Replace Section 420.04 A with the following:

A. General.
Do not start seal work after September 1.

Allow material to cure as shown in Table 420-01 before applying seal coat materials.

Table 420-01
Curing Period

Material Type	Curing Period
Prime Coat	4 days
Asphalt Cement Pavements	7 days
Emulsion Pavements	15 days

Schedule the work so that the last bitumen application of the day is sufficiently cured to allow installation of the short-term pavement marking before sunset.

420.04 D Cover Coat Material Application **PAGE 225** **10/01/15**

Replace the third paragraph with the following:

Within one minute following the application of the bitumen, spread the cover coat material uniformly over the bituminous material with an aggregate spreader. Apply cover material by hand to areas that are inaccessible to the aggregate spreader.

420.04 D Cover Coat Material Application **PAGE 225** **10/01/15**

Delete the eighth paragraph in its entirety.

420.04 H.1 Bitumen **PAGE 226** **10/01/16**

Replace Section 420.04 H.1 with the following:

1. **Bitumen.**
   Obtain samples of this material under the observation of the Engineer. The Engineer will take immediate possession of the samples.

421.03 MATERIALS **PAGE 228** **10/01/16**

Add the paragraph following to the end of Section 421.03:

Obtain samples of the bitumen under the observation of the Engineer. The Engineer will take immediate possession of the samples.

422.03 MATERIALS **PAGE 232** **10/01/16**

Add the paragraph following to the end of Section 422.03:

Obtain samples of the bitumen under the observation of the Engineer. The Engineer will take immediate possession of the samples.

430.03 F Commercial Grade Hot Mix Asphalt **PAGE 238** **10/01/17**

Delete Section 430.03 F “Commercial Grade Hot Mix Asphalt” from Section “430.03 Material”.

430.04 D.1 General **PAGE 241** **10/01/15**

Replace the third paragraph of Section 430.04 D.1 with the following:

Submit the mix design a minimum of 10 calendar days before beginning paving operations. The Engineer will review the mix design. If the Engineer does not approve the mix design, revise the mix design and submit the revised mix design. Allow 10 calendar days for the Engineer to review a revised mix design before beginning paving operations.

430.04 D.2 Items to be Submitted **PAGE 242** **10/01/15**

Add the following item to Section 430.04 D.2:

e. If the mix contains RAP, submit a 50 pound sample of the milled material.

430.04 E.5 Control Limits **PAGE 245** **10/01/17**

Replace “Percent Air Voids” values in Table 430-07 with the following:

Test/Assessment	Single Test Target Value Control Limit	Moving Average Target Value Control Limit
Percent Air Voids	2.0% to 6.0%	2.5% to 5.0%

430.04 F Surface Preparation **PAGE 246** **10/01/15**

Replace the second paragraph of Section 430.04 F with the following:

Correct local irregularities in the existing surface before placing the first lift of bituminous material. If milling is specified, correct local irregularities after milling. Apply a tack coat to the surface before correcting the irregularities. Use the same type of mix that is required for the subsequent lift. Use a pneumatic roller as specified in Section 151.01 A.3. “Self-Propelled Pneumatic-Tired Roller” to compact the mix.

430.04 G Patching **PAGE 247** **10/01/15**

Replace Section 430.04 G with the following:

G. Patching.
Remove existing broken or unstable surface material and replace that material with the same mixture specified for the next course.

Place the bituminous material in lifts not to exceed 3 inches and compact the material. Allow the patch material to cool to 130°F before placing additional material. If patching is required during the paving operation, allow the patch material to cool to 185°F before placing additional material.

430.04 H.1 General **PAGE 248** **10/01/15**

Delete the ninth paragraph of Section 430.04 H.1

430.04 I.3.c Intermediate Rolling **PAGE 250** **10/01/15**

Replace the second paragraph of Section 430.04 I.3.c with the following:

If roller tires pick up the bituminous material or there are excessive roller marks in the mat, the Engineer may allow the removal of the intermediate rolling operation if it appears to the Engineer that compaction is being achieved.

430.04 J Joints **PAGE 250** **10/01/15**

Replace Section 430.04 J with the following:

J. Joints.

1. General.
Place pavement against the surface of curbing, gutters, manholes, and similar structures uniformly near the contact surfaces so the pavement is slightly higher than the edge of the structure after compaction. Do not construct a joint on top of a joint from a previous lift.

2. Longitudinal Joints.
Construct longitudinal joints on successive lifts between 6 and 12 inches from the previous longitudinal joint.

Place and follow markings to guide the paver. Construct joints in a uniform line. Correct pavement edges that deviate from the uniform line and correct areas of the joint that vary from the intended location of the joint by more than 2 inches. Construct joints with tight seams and no visible segregation.

3. Transverse Joints.
Construct transverse joints on successive lifts a minimum of 12 feet from the previous transverse joint.

430.06 A General **PAGE 253** **10/01/17**

Delete “Commercial Grade Asphalt, Ton” from the Pay Item List

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550.03 Materials **PAGE 261** **10/01/15**

Add the following to Section 550.03:

Develop a mix design with a maximum water-cement ratio of 0.40 when placing concrete with a slip form paving machine. Use the water-cement ratio shown in Section 802.01 B.2, “Concrete Class Designation” for all other paving methods.

550.04 D.1 General **PAGE 263** **10/01/16**

Replace the fourth paragraph with the following:

Adjacent concrete may be used as a side form after the concrete has attained a minimum compressive strength of 3,000 psi or a minimum flexural strength of 450 psi.

550.04 H.1.d Final Surface Finish **PAGE 268** **10/01/15**

Replace Section 550.04 H.1.d with the following:

d. Final Surface Finish.

(1) General.
Uniformly texture the surface by dragging a seamless strip of stiff-fiber artificial grass carpet longitudinally along the full width of the pavement in a single pass.

Use and maintain a taut string line for operating the carpet drag. Attach the leading edge of the carpet drag to a bridge. If the Engineer determines it is not feasible to use a bridge or string line, other texturing methods will be allowed.

Maintain a clean carpet free of encrusted concrete.

Provide a minimum texture depth of 0.031 inches.

(2) Roadways with Speed Limits Less than 45 MPH.
The Engineer will test the texture achieved by the carpet drag in accordance with ASTM E 965 and the Field Sampling and Testing Manual. The Engineer will determine the test location.

If three or more lots have texture depths less than 0.031 inches but greater than or equal to 0.025 inches, perform diamond grinding on those lots.

Perform diamond grinding any lot having a texture depth of less than 0.025 inches.

Perform grinding as specified in Section 550.04 M.4, “Grinding.”

The Engineer will determine the limits of any failing test by running additional tests at 100 foot intervals before and after the failing test. The Engineer will determine the location of the additional tests.

(3) Roadways with Speed Limits 45 MPH or Greater.
Run a clean, metal tine longitudinally along the surface immediately following the carpet drag. Exclude areas within 3 inches of the edge of the slab and longitudinal joints. Run the tine continuously across transverse joints.

Use a tine that provides:
- 1/8 inch ±1/64 inch groove width;
- 3/16 inch ±1/16 inch groove depth; and
- 3/4 inch spacing of between grooves.

If the concrete has becomes too stiff to receive the metal tine finish, use diamond bladed equipment to produce the longitudinal grooves.

550.04 I.3 Impervious Membrane Cure **PAGE 271** **10/01/15 & 10/1/17**

Replace the first paragraph of Section 550.04 I.3 with the following:

Use a curing compound that meets the requirements of Section 810.01 B.2, “Type 2, Class B”.

Replace the title of “Impervious Membrane Cure” with “Concrete Curing Compound”.

550.04 M.3.a General **PAGE 273** **10/01/16**

Replace the first sentence of the first paragraph with the following:

The Engineer will determine the pavement smoothness by profiling the finished surface of the mainline pavement.

550.04 M.3.b Operation **PAGE 273** **10/01/16 & 10/1/17**

Replace the second paragraph with the following:

The Engineer will apply a liquidated damage of $1,500 per trip for each profile collected after the second profile.

Replace the third paragraph with the following:

The Engineer will use an inertial profiler to collect the profile in each wheel path of each lane.

550.04 M.3.c(1) General **PAGE 274** **10/1/17**

Replace the second bullet with the following:

- Use ProVal, http://www.roadprofile.com, to calculate the IRI for the Pavement Profile (PPF);

Replace all instances of “ERD” with “PPF”.

550.04 M.3.c(1)(b) Corrective Action Plan **PAGE 275** **10/1/17**

Replace all instances of “ERD with “PPF”.

550.04 N.1 Contractor Coring **PAGE 276** **10/01/17**

Add the following to the end of the first paragraph of 550.04 N.1:

Fill the core hole with fresh concrete mix and use a vibrator to consolidate the concrete in the holes. Screed the new concrete off and apply curing compound to the new concrete.

570.03 A General **PAGE 281** **10/01/15**

Add the following item to the table:

Impervious Membrane Cure	810.01 B.1

570.03 B.2.a Concrete **PAGE 281** **10/01/15**

Replace Section 570.03 B.2.a with the following:

a. Concrete.
Use Class AE concrete with cement that meets the requirements of AASHTO M 85, Type I or Type IA for spall repairs.

570.03 D Curing Compound **PAGE 281** **10/01/15**

Delete Section 570.03 D.

570.04 A.1.b Full Depth Repairs **PAGE 282** **10/01/15**

Replace Section 570.04 A.1.b with the following:

b. Full Depth Repairs.
Use the lift out method to remove concrete in full depth repair areas with minimal disruption to the subgrade and without damage to the remaining concrete. Do not operate equipment, other than compaction equipment, in areas where concrete has been removed. Fill voids deeper than 1 inch with aggregate and compact the material to the level of the existing subgrade.

Place concrete for repairs less than 100 feet long the same day that removals are initiated. Place concrete for repairs longer than 100 feet within 48 hours of initiating removals. Dampen the faces of existing concrete before placing new concrete.

Place, consolidate, finish, and cure concrete according to the following portions of Section 550.04, "Construction Requirements":

- 550.04 C, "Roadbed Condition";
- 550.04 D, "Placing and Spreading Concrete";
- 550.04 E, "Placing Reinforcing Steel and Tie Bars";
- 550.04 F, "Uncontrolled Cracking";
- 550.04 G, "Joints";
- 550.04 H, "Finishing Concrete", except parts 1.d, "Final Surface Finish" and 1.e, "Imprinting Pavement";
- 550.04 J, "Removing Forms";
- 550.04 K, "Sealing Joints"; and
- 550.04 L, "Opening to Traffic".

Provide finished concrete that is flush with all adjacent pavement surfaces. Before the concrete sets, check the repair utilizing a 10 foot straight edge and correct areas that deviate by 1/8 inch or greater.

Texture the repair by dragging a carpet of artificial grass longitudinally over the repaired area.

If repairs involve multiple lanes, fill the gap between the lane under repair and the existing concrete with cold bituminous material. Remove this material before making the repair to the adjacent lane.

(1) Repairs One Lane Wide.
Use a bond breaker along the centerline joint. Tie bars are not required on repairs that are one lane wide.

When the repair falls in a ramp, restore the longitudinal joints crossing the repair, but do not use tie bars.

(2) Repairs Wider Than One Lane.
Before placing the concrete in the second lane, install 30 inch #5 tie bars in the longitudianl joint using the original tie bar pattern. Drill holes for the bars and secure the bars in the holes using epoxy.

(3) Impervious Membrane Cure.
Use a curing compound that meets the requirements of Section 810.01 B.1, “Type 2”.

Apply the cure at a minimum rate of 1 gallon per 150 square feet of pavement in one or two applications. If applying two coats, apply the second application within 30 minutes of the first application.

Protect joints that require sealing from infiltration of the curing compound.

Immediately cover the exposed sides of the concrete pavement with curing compound if removing forms exposes curing concrete before the expiration of the curing period.

Immediately reapply curing compound to damaged areas within the curing period.

570.04 A.2.c Dowel Bars **PAGE 284** **10/01/15**

Replace the first paragraph of Section 570.04 A.2.c with the following:

Drill 1-3/8 inch diameter holes using a rigid frame-mounted drill. Clean the hole, inject epoxy into the hole, and insert dowels.

570.04 A.3.a Concrete Removal **PAGE 285** **10/01/15**

Replace the third paragraph of Section 570.04 A.3.a with the following:

If existing reinforcing steel is damaged or bent within the 18 inch lap area, replace the damaged reinforcing steel.

570.04 C Grinding **PAGE 285** **10/01/15**

Replace the first paragraph of Section 570.04 C with the following:

Allow new concrete and dowel bar retrofit patch material to cure for a minimum of 24 hours before grinding.

570.04 C.6 Slurry Removal **PAGE 286** **10/01/15**

Replace Section 570.04 C.6 with the following:

6. Slurry Removal.
Continuously collect all slurry or residue resulting from the grinding operation.

In areas with speed limits of 45 mph or less and in areas with curb and gutter, dispose of slurry as specified in Section 107.17, “Removed Material”.

In areas with speeds greater than 45 mph and without curb and gutter, slurry may be place on the foreslope of the roadway. Prevent slurry from entering pipes, culverts, storm drains, ravines, streams, waterways, wetlands, and all other water conveyances. Install erosion control features as necessary to prevent contamination, or dispose of slurry as specified in Section 107.17, “Removed Material”.

570.04 D.1 General **PAGE 286** **10/01/16**

Replace the first sentence of the first paragraph with the following:

The Engineer will determine the pavement smoothness by profiling the finished surface of the mainline pavement.

570.04 D.2 Operation **PAGE 286** **10/01/16**

Replace the second paragraph with the following:

The Engineer will apply a liquidated damage of $1,500 per trip for each profile collected after the second profile.

570.05 METHOD OF MEASUREMENT **PAGE 289** **10/01/16**

Add the following to Section 570.05:

E. Full-Depth Doweled.
Include the cost of the end dowel bars in the contract unit price “___-Inch Concrete Pavement Repair – Full-Depth Doweled”. The cost for intermediate dowel bar assemblies is paid by “Doweled Contraction Joint Assembly”.

570.06 BASIS OF PAYMENT **PAGE 289** **10/01/15**

Delete the following paragraph from Section 570.06:

Include all costs for saw cuts, steel reinforcing, bar supports, tie bars, and joint sealing in the unit price bid for “__Inch Concrete Pavement Repair - Full-Depth _____”.

602.02 EQUIPMENT **PAGE 299** **10/01/16 & 10/1/17**

Add the following to Section 602.02.

E. Curing Concrete.
Use a fogging machine as specified in Section 156.02, “Fogger” for exposed surfaces.

F. Shot Blasting Equipment.
Use centrifugal or wheel type shot blasting equipment that is designed to clean concrete surfaces and leave no oil or other foreign material on concrete surfaces. Use a shot blaster capable of collecting blast media and dust.

602.02 A General **PAGE 299** **10/01/17**

Add the following sentence to the end of 602.02 A:

Use a plant and equipment as specified in Section 155, “Concrete Equipment”.

602.03 A General **PAGE 299** **10/01/16**

Delete the last paragraph.

602.04 D Deck Finishing **PAGE 303** **10/01/16**

Replace Section 602.04 D with the following:

D. Deck and Bridge Approach Slab Finishing.
Following the screed operations, obtain the final surfacing with a 10 foot long scraping straightedge with a suitable handle. Ensure the final surface has the required crown and does not vary more than 1/8 inch from a 10 foot straightedge laid longitudinally thereon.

Pull a burlap or artificial grass drag over the surface in a longitudinal direction while the concrete is plastic.

Immediately following the artificial grass drag, run a clean metal tine transversely across the deck. Stop the tine 18 inches from the face of the barrier or curb and 6 inches from the beginning and end of the deck or approach slab. The tine may be hand-operated. Use a tine that provides:

- 1/8 inch ±1/64 inch groove width;
- 3/16 inch ±1/16 inch groove depth; and
- 3/4 inch spacing between grooves.

602.04 F.1 General **PAGE 304** **10/01/17**

Add the following to the end of the third paragraph of Section 602.04 F.1:

Do not use a waterproof material to cover the wet burlap during the curing period.

602.04 F.2 Deck Slab Concrete **PAGE 304** **10/01/16**

Delete Section 602.04 F.2 and replace with the following:

2. Deck and Bridge Approach Slab Concrete.
Cure the concrete surface by covering with a double thickness of burlap. Moisten the concrete surface using a light fog spray if the surface begins to dry after finishing and before placement of the wet cure. Keep the burlap continuously moist at all times.

During the curing process do not allow vehicles and equipment on the deck or approach slab and do not perform work on the deck or approach slab.

For deck slab concrete, place the wet cure burlap and start the wet cure within 15 minutes of the passing of the finishing machine.

602.04 G Barriers **PAGE 305 10/01/16**

Delete Section 602.04 G and add the following:

G. Barriers.

1. General.
Use Class AAE-3 concrete for barriers.

Perform corrective actions of any surface that deviates by 3/8 inches or more when measured with a 10 foot straightedge. Make corrections by grinding, filling with an approved epoxy mortar, or replacing.

Except at expansion joints, construct V-grooves that are 3/4 inch wide and 3/4 inch deep in all faces of the barriers at each pier and at equal spaces between piers and abutments at approximately 10 foot spacing.

2. Conventional Forming.
Adequately tie forms to avoid any shifting during concrete placement.

If concrete inserts in the deck slab are holding the barrier forms in place, remove the inserts. Clean and fill the cavities flush with the deck slab using an epoxy resin adhesive.

3. Slipforming.
Conventional form a minimum distance of 4 feet on each side of expansion joints before slip forming.

After the reinforcement is installed, check the clear distance between the reinforcement and the slipform for the entire length of the pour.

The Engineer will allow slab overhang distance to be increased up to 1 inch provided the specified gutterline is maintained.

The Engineer will allow a radius to be used instead of a bevel on all edges of the barrier.

602.04 J Penetrating Water Repellent Treatment of Concrete Surfaces **PAGE 307 10/01/17**

Replace section 602.04 J with the following:

J. Penetrating Water Repellent Treatment.
Apply penetrating water repellent solution a minimum of 21 days after placement of the concrete bridge deck and approach slabs.

Apply penetrating water repellent solution to the following surfaces:

- Driving surfaces of bridge deck;
- Approach slabs;
- Concrete medians;
- Front faces and tops of curbs; and
- Front faces and tops of barriers.

Remove the barrier forms before applying treatment to surfaces. Clean all surfaces receiving treatment using either sandblasting, shot blasting, or water-washing equipment. Remove dirt, dust, grease, oil, laitance, asphalt, or other materials that may inhibit the coverage and penetration of the solution. Use hand tools and penetrating water repellent solution manufacturer's approved solvents to remove any bonded foreign materials. Do not remove or alter the existing surface finish or expose the coarse aggregate.

Allow any wet concrete surfaces to dry a minimum of 48 hours or longer if required by the solution manufacturer.

Apply the penetrating water repellent solution when the following conditions are met:

- The air temperature is within the following:
  - 40 °F and rising; or
  - 95 °F and falling;
- Wind is less than 25 mph; and
- Rain is not expected within 4 hours.

Use airless equipment that has a pressure range between 15 to 40 psi. Apply the repellent treatment solution uniformly so that one gallon of material does not spread over more than 200 sf. If the repellent solution manufacturer recommends a coverage of an area less than 200 sf per gallon, use the manufacturer's recommended rate. Squeegee or broom excess material to avoid ponding.

602.04 K.1 General **PAGE 307** **10/01/15**

Replace Section 602.04 K.1 with the following:

1. General.
When shown in the plans, apply membrane and primer in dry weather and when the air temperature is above 40°F. Apply to surfaces that are dry, clean, free of sharp protrusions and above 40°F.

604.03 B.1 General **PAGE 309** **10/01/16**

Replace Section 604.03 B.1 with the following:

1. General.
Develop a mix design that produces concrete that will achieve a minimum compressive strength of 5,000 psi within 28 days.

Section 802.01 H, "Air Content" will not apply.

Obtain the Engineer's approval for admixtures before developing the mix design. Include approved ad mixtures in the mix design.

Perform tests to determine the concrete's compressive strength using 6 inch by 12 inch cylinders.

604.03 B.3 Trial Mix **PAGE 310** **10/01/15**

Replace the "AASHTO T 23" test requirement with "ND T 23"

604.03 E.1 Concrete **PAGE 310** **10/01/15**

Replace the “AASHTO T 23” test requirement with “ND T 23”

604.04 B Work Drawings **PAGE 311** **10/01/16**

Replace Section 604.04 B with the following:

B. Work Drawings.

Provide work drawings that include:

- Beam dimensions;
- Size and location of all reinforcing and prestressing steel including;
    - Strand layout;
    - Pull down locations;
    - Tensioning forces;
    - Elongation; and
    - Proposed changes in the reinforcing steel;
- Initial prestress forces;
- Location of handling hooks or devices; and
- Losses in the prestress due to:
    - Elastic shortening;
    - Shrinking or creeping of concrete; and
    - Relaxation of steel stress as determined by the Contractor method of stressing.

Submit calculations and work drawings that are signed, sealed, and dated by a Professional Engineer registered in the State of North Dakota as set forth in NDCC Title 43.

604.04 D Placing Concrete **PAGE 312** **10/01/16**

Replace Section 604.04 D with the following:

D. Placing Concrete.

Place concrete in forms made entirely of steel.

Vibrate concrete for the beams. Vibrate without displacement of reinforcing, conduits, voids, or wire. Vibrate for a sufficient duration and intensity to thoroughly consolidate the concrete without causing segregation.

Rough float and transversely broom the top of the beams.

606.04 A Design and Manufacture **PAGE 314** **10/01/15**

Replace the second paragraph in Section 606.04 A with the following:

Use an ACPA or NPCA certified plant in the construction.

624.03 B E-Rail Retrofit **PAGE 336** **10/01/16**

Replace ASTM A 307, Grade C with ASTM F 1554, Grade 36.

624.03 C Free Standing Rail Retrofit **PAGE 336** **10/01/16**

Replace ASTM A 307, Grade C with ASTM F 1554, Grade 36.

650.02 EQUIPMENT **PAGE 341** **10/01/16**

Replace the Equipment list with the following:

Equipment	Section
Mobile Mixer	155.03 C
Bridge Deck Overlays Finishing Equipment	155.07 D
Sawing	155.09
Grinding	155.11
Concrete Buggy	155.12
Fogger	156.02
Milling Machine	156.03

650.03 A Concrete **PAGE 342** **10/01/16**

Delete the last paragraph in its entirety.

650.03 B Low Slump Concrete **PAGE 342** **10/01/17**

Replace Section 650.03 B with the following:

B. Low Slump Concrete.

1. General.

Item	Section
Fine Aggregate	802.01 C.3
Coarse Aggregate – Size 5	802.01 C.2
Concrete Admixtures	808
Burlap Cloth	810.01 A
Water	812

Use cement that meets the requirements of AASHTO M 85, Type I or Type IA.

Mix low slump concrete using 8.75 bags of cement per cubic yard and a maximum water-cement ration of 0.42.

Use coarse aggregate composed of crushed stone. Use crushed stone that has at least one fractured face on 75 percent of the particles retained on the number 4 sieve.

Entrain air within the concrete as specified in Section 802.01 H, “Air Content”, except supply concrete with an air content between 5.0 and 7.0 percent of the volume of the concrete at the time of placement.

Produce concrete that has a slump of 1 inch or less, when determined according to ND T 119.

Use a mobile mixer to produce low slump concrete.

2. Mix Design.
Use a mix design that has the percentages shown in Table 650-01.

Table 650-01	
Coarse Aggregate	31%
Fine Aggregate	31%
Air	6%
Water	16%
Cement	16%

650.04 C Removals with Hydrodemolition Equipment **PAGE 343** **10/01/16**

Add the following to 650.04 C:

In areas inaccessible for using hydrodemolition equipment, remove concrete using hand held hydrodemolition equipment or mechanical equipment.

650.04 C.1 Class 1H **PAGE 343** **10/01/16**

Delete the last paragraph in 650.04 C.1.

650.04 G Finishing **PAGE 345** **10/01/16**

Remove and replace the last paragraph of 650.04 G with the following:

Pull a burlap or artificial grass drag over the surface in a longitudinal direction while the concrete is plastic. Immediately follow the drag with a metal tine finish as specified in Section 602.04 D, “Deck and Approach Slab Finishing”.

650.04 I Curing **PAGE 345** **10/01/16**

Replace all instances of Section 602.04 F.2, “Deck Slab Concrete” with the following:

Section 602.04 F.2, “Deck and Bridge Approach Slab Concrete”.

650.05 Method of Measurement **PAGE 346** **10/01/17**
Add the following to the end of Section 650.05:

C. Hydrodemolition Removals.
Removals made beyond the designated limits stated in Sections 650.04 C.1, “Class 1H”, and 650.04 C.2, “Class 2H” will not be paid for under any classification of removal.

702.06 Basis of Payment **PAGE 355** **10/01/15**

Replace the Table 702-01 with the following:

Table 702-01

Payment for Mobilization

Original Contract Amount Earned	Payment will be the Lesser of:	
	Mobilization Bid Amount	Original Contract Amount
5%	25%	2.5%
10%	50%	5.0%
50%	100%	7.5%
75%	100%	10.0%

704.03 A General **PAGE 356** **10/01/17**

Add the following to the end of 704.03 A:

Provide traffic control devices that meet the crash testing requirements of the appropriate classification under NCHRP 350. The Engineer will accept devices that meet the requirements of MASH.

Submit a Certificate of Compliance for all temporary traffic control materials before installation.

Replace 704.04 A.1 with the following:

1. **Requirements Before Device Installation.**
   Before beginning work, coordinate and hold a meeting with the Engineer to review the traffic control plans.

704.04 B Traffic Control Device Condition Classifications **PAGE 359** **10/01/15**

Replace all instances of “ATSAA” in Section 704.04 B with “ATSSA”.

704.04 C.5 Flaggers **PAGE 362** **10/01/17**

Replace the web address in the first paragraph with http://www.ndsc.org.

Replace the last sentence of the second paragraph with the following:

The handbook is available for download at www.ndltap.org and at http://www.ndsc.org.

704.04 M Protection Vehicle with Truck Mounted Attenuation Device (TMA) **PAGE 366** **10/01/15**

Replace the last paragraph of 704.04 M with the following:

Equip the protection vehicle with an advance warning flashing or sequencing arrow panel conforming to Section 704.03 M, “Advance Warning Flasher or Sequencing Arrow Panel” and the MUTCD.

704.04 O Traffic Control for Uneven Pavement **PAGE 367** **10/01/15** **10/01/17**

Replace all instances of “Sign W20-52-24” in Section 704.04 O with “W20-52-54”.

Change the title of Section 704.04 O.3.b to “Uneven Pavement Greater Than 2 Inches.”

Add the following to 704.04 O:

4. Uneven Shoulder and Adjacent Lane.
If the shoulder and adjacent driving lane are not even at the end of the day, the following criteria will apply:

Install “Shoulder Drop Off” signs (Sign W8-9a-48) at the following locations:
- In advance of the drop off;
- Spaced at each mile from the advance sign; and
- At major intersections (CMC routes, state and US highways, and Interstate ramps).

If the difference in elevation between the shoulder and the driving lane is 2” or greater, construct a slough at the edge of the driving lane that is 4:1 or flatter.

If the difference in elevation between the shoulder and the driving lane is less than 2”, no slough is required.

704.04 O.1 General. **Page 367** **10/01/17**

Replace 704.04 O.1 with the following:

1. General.
If pavement in adjacent lanes or the shoulder adjacent to an open lane is uneven at the completion of a day’s work, install traffic control devices as specified in this section.

Leave these devices in place until the pavement surface in the adjacent lanes or shoulder are even.

706.02 A General **PAGE 372** **10/01/16**

Add the following to the end of Section 706.02 A:

Furnish Aggregate and Bituminous labs with DSL broadband internet and a router that broadcasts Wi-Fi and will allow for hard wiring of a computer.

706.02 B Aggregate Laboratory **PAGE 372** **10/01/15**

Replace Section 706.02 B with the following:

B. Aggregate Laboratory.
Place the laboratory at a location acceptable to the Engineer. The Engineer will have the full control and the exclusive use of the laboratory.

Provide a laboratory with a minimum floor area of 230 square feet, minimum exterior width of 8 feet, and a minimum ceiling height of 7 feet.

Partition the building into a minimum of two rooms, a smaller room having a floor area of approximately 70 square feet.

Provide a workbench with a length of 7 feet in the smaller room.

Provide the following equipment in the larger room:

1. Mechanical shaker capable of receiving 6 trays that have a screen size of 14 inches by 14 inches and the following compatible sieves:
   - 1-1/2 inch;
   - 1-1/4 inch;
   - 1 inch;
   - 3/4 inch;
   - 1/2 inch;
   - 3/8 inch;
   - No. 4; and
   - An enclosed dust pan.
2. Mary Ann shaker capable of being adjusted to receive 8 and 12 inch diameter sieves;
3. Splitter with a maximum hopper capacity of 0.6 cubic feet;
4. Splitter with a minimum hopper capacity of 1.0 cubic feet; and
5. An exhaust fan capable of changing the air in the room every minute.

709.04 C Geosynthetic Geogrid (Type G) **PAGE 376** **10/01/15**

Replace Section 709.04 C with the following:

C. Geosynthetic Geogrid (Type G).
Unroll geogrid parallel to the centerline of the road. Do not drag the geogrid across the underlying material. Use geogrid widths that produce overlaps of parallel rolls at the centerline and at the shoulders and so that no overlaps are required along wheel paths.

Overlap geogrid a minimum of 30 inches at all splices and joints when placing on subgrade. Overlap geogrid a minimum of 12 inches at all splices and joints when placing on base.

Construct overlaps at the end of a roll so the previous roll laps over the subsequent roll in the direction of the cover material placement. Mechanically tie transverse joints to maintain the minimum overlap. Place pins, staples, or small piles of aggregate to maintain the geogrid position before placement of cover material.

Stagger end overlaps at least 10 feet from other end overlaps in parallel rolls. Cut or increase overlaps to conform to curves.

Patch damaged areas of geogrid. Place a patch that overlaps the damaged area by 36 inches on all sides. Mechanically tie the patch to the underlying grid.

Place the first lift of material over geogrid installed on subgrade to a depth of 10 inches of loose material. Place the first lift of material over geogrid installed on base to a depth of 6 inches of loose material.

Use low ground pressure equipment to spread the initial lift of material. If rutting occurs, fill the ruts with additional material before placing the subsequent lift. Do not blade out ruts. Do not turn construction equipment on the first layer of material.

714.03 A Culverts and Storm Drains **PAGE 378** **10/01/16 & 10/1/17**

Replace the last paragraph of Section 714.03 A with the following:

Provide mortar consisting of a mixture of one part Portland Cement to two parts mortar sand, and sufficient water to furnish proper consistency.

Where placing new end sections on existing pipe, identify whether the type of end section needed is male or female.

Add the following to the end of Section 714.03 A:

If using polymer coated corrugated steel pipe, install end sections that meet the requirements of Section 830.02 C “Polymer Coated Corrugated Steel Pipes” or 830.02 B, “Metallic (Zinc or Aluminum) Coated Corrugated Steel Culverts, Storm Drains, and Underdrains”.

714.04 A.1 Bedding **PAGE 379** **10/01/15**

Delete the first paragraph from Section 714.04 A.1.

714.04 A.3 Joining Pipe **PAGE 380** **10/01/17**

Delete the last paragraph.

714.04 A.5 Deflection Testing **PAGE 380** **10/01/16**

Replace the second paragraph of 714.04 A.5 with the following;

The Engineer will visually inspect all metal and thermoplastic pipe under unpaved approaches for deflection. If the Engineer sees any deflection, the Engineer will require the Contractor to pass a nine point mandrel or other approved object through the pipe to check for deflection. Use a mandrel with a diameter not less than 95 percent of the inside diameter of the pipe. If the mandrel cannot be passed through the pipe, replace the pipe.

714.04 A.6 Connection to Manholes, Inlets, and Pipes **PAGE 380** **10/01/15**

Replace Section 714.04 A.6 with the following:

6. Connection to Manholes, Inlets, and Pipes.
If connections are required to a manhole, inlet barrel, or pipe entrance; connect pipe by cutting the opening and grouting in the connecting pipe.

714.04 A.7 Compaction Control for Aggregate **PAGE 380** **10/01/15**

Replace Section 714.04 A.7 with the following:

7. Compaction Control for Aggregate.
Compact aggregate according to Section 203.04 E.2, “Compaction Control, Type A”. The moisture content of the aggregate at the time of compaction shall be not less than 2.0 percentage points below, nor more than 3.0 percentage points above the optimum moisture content.

Compact aggregate for approach pipes according to the conduit manufacturer’s recommendation

Use a maximum lift thickness of 6 inches.

714.04 A.8 Compaction Control for Non-Aggregate Material **PAGE 380** **10/01/15**

Replace Section 714.04 A.8 with the following:

8. Compaction Control for Non-Aggregate Material.
If Common Excavation Type A is specified, follow the compaction requirements in Section 203.04 E.2, “Compaction Control, Type A”. If Common Excavation Type B is specified, follow the compaction requirements in Section 203.04 E.3, “Compaction Control, Type B”.

Compact material for approach pipes according to the conduit manufacturer’s recommendations.

748.03 MATERIALS **PAGE 393** **10/01/15**

Add the following item to the table:

Impervious Membrane Cure	810.01 B.1 or 810.01 B.2

750.03 MATERIALS **PAGE 395** **10/01/15**

Add the following item to the table:

Impervious Membrane Cure	810.01 B

Replace the paragraph directly after the table with the following:

For imprinted concrete use any size coarse aggregate specified in Section 802.01 C.2, “Coarse Aggregate”. Produce a mix that consists of 60 percent fine aggregate and 40 percent coarse aggregate

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752.05 Method of Measurement **PAGE 399** **10/01/17**

Remove the last paragraph from 752.05:

752.06 Basis of Payment **PAGE 400** **10/01/17**

Replace “Fence Terminal – Wood Posts” in the Pay Item List with “Fence Terminal”.

754.03 Materials **PAGE 401** **10/01/17**

Replace Concrete Class AAE with Concrete Class AE.

754.04 D.2 Anchor for Telescoping Perforated Tubes Supports **PAGE 403** **10/01/15**

Replace the last two paragraphs in Section 754.04 D.2 with the following:

If installation is in either concrete or bituminous material, omit the soil plate or use a surface mount anchor base.

Core concrete and bituminous surfacing before installing the anchor unit and fill the cored area with like material that matches the surrounding surfacing.

754.04 F Removing and Resetting Signs and Supports **PAGE 407** **10/01/15**
10/01/16

Replace the Section 754.04 F with the following:

F. Removing and Resetting Signs and Supports.

1. General.
Remove and reset existing signs and supports as specified. Stockpile all signs and supports not to be reset at designated locations within the project limits. The Engineer will arrange to have stockpiled signs removed from the project limits and delivered to the Department’s facility.

Replace removed or reset signs and supports that are damaged during removing, resetting, or stockpiling at no additional cost to the Department.

Remove existing signs and supports as construction progresses, and immediately reset or install new signs.

The Engineer will allow the temporary reset of existing signs, or the temporary installation of new signs. Include the cost of installing and resetting signs temporarily in the price bid for other items.

2. Reset Sign Panel.
Remove sign panels from existing supports. Reinstall sign panels, angles, stringers, and steel channels on new supports.

Provide all necessary brackets and hardware to attach sign panels, angles, stringers, and steel channels on new supports.

3. Reset Sign Support.
Remove sign panels from existing supports. Reinstall support and install new sign panels, angles, stringers, and steel channels.

Provide all necessary brackets and hardware to attach sign panels, angles, stringers, and steel channels on supports.

754.04 I Overlay Panel Sign Refacing **PAGE 407** **10/01/15**

Replace the second paragraph of Section 754.04 I with the following:

Remove the legend, border, and symbol on those signs that have demountable copy and remove any existing sign overlays and place overlay panels on the signs. Do not remove direct applied sheeting legends, borders, and symbols. Direct apply the new legends, borders, and symbols to the overlay panels and install on the existing signs.

754.04 J Auxiliary Signs **PAGE 408** **10/01/15**

Replace the Section 754.04 J with the following:

J. Auxiliary Signs.
Install auxiliary signs used with route markers with the same background color as the route markers:
- Interstate, Blue;
- Interstate Business Loop, Green;
- State, White;
- US, White; and
- County, Blue.

754.05 METHOD OF MEASUREMENT **PAGE 408** **10/01/15**

Add the following to Section 754.05:

D. Reset Sign Panel.
The Engineer will measure the item “Reset Sign Panel” by the number of locations a sign or sign assembly has been reset.

E. Reset Sign Support.
The Engineer will measure the item “Reset Sign Support” by each leg of a sign support that has been reset.

760.03 Materials **PAGE 410** **10/01/15**

Replace Section 760.03 with the following:

760.03 MATERIALS
Use one of the following materials when applying a fog coat to rumple strips:
- SS-1h, Section 818.02 F, “Anionic Emulsified Asphalt”;
- MS-1 Section 818.02 F, “Anionic Emulsified Asphalt”; or

- CSS-1h Section 818.02 E.1 “Cationic Emulsified Asphalt”.

When MS-1 is used it may be diluted by the supplier or the Contractor.

760.04 F Traffic Control **PAGE 411** **10/01/15**

Replace Section 760.04 F with the following:

F. Traffic Control.

1. General.
Use a TMA as specified in Section 704.04 M, “Protection Vehicle with Truck Mounted Attenuation Device (TMA)”.

2. Centerline Rumble Strip Installation.
Provide flaggers and 2 sets of the required flagger signing for each direction of travel. Ensure that at least one set of the required flagger signing is in place in each direction of travel whenever work centerline installation is performed. Limit the work area to a maximum of 3 miles.

760.05 METHOD OF MEASUREMENT **PAGE 411** **10/01/15**
10/01/16

Add the following to the end of Section 760.05:

The Engineer will measure flagging and traffic control signs as specified in Section 704.05, “Method of Measurement.

The Engineer will count each leg of an intersection receiving rumbles strips as one “Set”.

760.06 BASIS OF PAYMENT **PAGE 411** **10/01/15**
10/01/16

Delete “Rumble Strips – Intersection, Each” and replace with “Rumble Strips – Intersection, Set”.

Add the following paragraph after the list of pay items in Section 760.06:

Flagging and traffic control signs will be paid for as specified in Section 704.06, “Basis of Payment”.

762.04 A.4 Grooved Pavement Markings **PAGE 413** **10/01/16**

Replace Section 762.04 A.4 with the following:

4. Grooved Pavement Markings.

a. General.
For messages, groove the same area as the messages. Do not groove a rectangular area to contain the message.

After grinding, blow the grooved slot clean to remove any residue and loose material before the installation of the pavement marking. When wet-grinding, immediately pressure wash the grooved slot to remove residue.

b. Grooves for Preformed Patterned Pavement Marking Film.
If specified in the plans, groove a recess into the pavement surface for each stripe that meets the tolerances specified in Table 762-01.

Table 762-01
Preformed Patterned Pavement Marking Film Grooves

Parameter	Tolerance
Depth	90 to 110 mils
Smoothness	Ridges, within the groove, shall be no more than 6 mils higher than either adjacent valley
Width	line width plus 1/2 inch
Length	line length plus 3 inches per end of line
Line End Tapers	3 inches

If pavement marking installation does not occur within 24 hours of grinding, sandblast the groove and install the pavement markings the same day the sandblasting occurs.

c. Grooves for Epoxy Paint.
If specified in the plans, groove a recess into the pavement surface for each stripe that meets the tolerances specified in Table 762-02.

Table 762-02
Epoxy Paint Grooves

Parameter	Tolerance
Depth	45 to 55 mils
Smoothness	Ridges, within the groove, shall be no more than 6 mils higher than either adjacent valley
Width	line width plus 1 inch
Length (skips)	line length plus 3 inches per end of line
Line End Tapers	3 inches

After creating the groove, prepare the surface in accordance with the manufacturer's instruction.

762.04 C.1.a Application **PAGE 415** **10/1/16**

Delete the last paragraph of Section 762.04 C.1.a.

762.04 C.1.b. Data Logging System (DLS) **PAGE 415** **10/1/16**

Replace the first paragraph of Section 762.04 C.1.b with the following:

The use of a computerized DLS is required for monitoring the application of water based paint and epoxy pavement markings when the plan quantity of long lines for liquid pavement marking is 30,000 linear feet or greater.

762.04 C.2.a Method of Application **PAGE 416** **10/1/16**

Replace Section 762.04 C.2.a with the following:

a. Method of Application.
Allow new bituminous treatment to cool to a temperature below 125°F and cure for a period of 72 hours before applying permanent pavement marking.

Apply pavement marking paint and glass beads separately by machine. Use hand application where machine application is not feasible.

Apply water based paint when the air and pavement surface temperatures are 45°F or warmer. Do not apply paint when the air or pavement surface temperatures are forecasted to be colder than the minimum application temperature during the curing period of the paint. Apply pavement marking paint and beads only during daylight hours.

762.04 C.3.a General **PAGE 417** **10/1/16**

Replace the last paragraph of Section 762.04 C.3.a with the following:

Place epoxy material after bituminous material has been in place for a minimum of 14 days.

762.04 D.2 Short-Term Pavement Marking – Type NR (Non-Removable) **PAGE 418** **10/01/15**

Replace the second paragraph of Section 762.04 D.2 with the following:

Place the short term pavement markings at the rate specified in Section 762.04 C.2.b, “Rate of Application” with the following exception:

Exception: When the permanent pavement marking is specified as epoxy paint, apply the short term pavement marking at a thickness of 10 mils.

762.04 D.3 Short-Term Pavement Marking – Type R (Removable) **PAGE 419** **10/01/15**

Replace Section 762.04 D.3 with the following:

3. Short-Term Pavement Marking – Type R (Removable).
Install Type R markings when the air and pavement temperatures are at a minimum of 50°F and expected to remain above 50°F.

If the air or pavement temperature falls below 50°F during installation, Type NR markings may be installed as specified in Section 762.04 D.2, “Short-Term Pavement Markings – Type NR (Non-Removable)”. Install Type R markings once the specified temperatures exist.

Remove Type R markings once they are no longer necessary for traffic control operations. If Type NR markings were substituted for Type R markings, remove the Type NR markings using a method that does not leave a scar on the pavement.

762.06 Basis of Payment **PAGE 419** **10/01/15**

Add the following to the end of the first paragraph:

If Type NR markings are substituted for Type R markings due to temperature requirements, the markings will be paid for at the contract unit price for Type R markings.

764.04 A General **PAGE 421** **10/01/17**

Replace section 764.04 A with the following:

A. General.

1. Installation Requirements.
Before guardrail removal, installation, and extension, develop a written construction schedule for work at the guardrail location, and have the schedule reviewed by the Engineer. Include a sequence of controlling items and the timing of each in the schedule of work. Do not stop work between controlling items for more than four working days at any individual run.

Install the guardrail to produce a smooth continuous line with uniform height.

Set posts plumb with the front faces uniformly aligned.

Backfill posts with approved material placed and compacted in 6 inch layers, using a mechanical tamper.

Place hot bituminous pavement before guardrail post installation. Drill post holes for the new or reset guardrail through the hot bituminous pavement. Install the post in the remaining material by augured holes or driving.

When posts are installed in augured holes, backfill the holes with approved material without displacing the post alignment. Remove surplus excavated material.

When posts are driven, make the diameter of the hole in the bituminous pavement sufficient so when the soil around a post heaves up while the post is driven, the remaining asphalt will not move. If driving causes damage to posts, replace the post and install the replacement post by auguring the hole. Use a post cap if making minor vertical adjustments with a sledgehammer or maul.

Place a maximum thickness of 2 inches of bituminous material around each post to blend the post hole into the surrounding bituminous material.

Do not burn or weld after the material has been galvanized. All holes shall be machined drilled.

Repair areas exposed by cutting or drilling and any damaged galvanized coating according to Section 854.02, “Damaged Galvanized Coatings”.

Hang guardrail and end terminals for individual runs in a single day.

2. Installation on Roadways Open to Public Traffic.
At locations of guardrail installation where the roadway is open to traffic, complete the installation of each individual run within 10 working days from the date all controlling items allow guardrail installation to begin.

Install delineator drums, as specified in Section 704, “Temporary Traffic Control”, at 25-foot intervals adjacent to areas meeting one of the following conditions:

- Existing guardrail was removed and new guardrail will be installed;
- Where no guardrail previously existed but will be installed; or
- At guardrail extensions.

Leave the drums in place until guardrail installation at that location is complete and accepted by the Engineer.

3. Failure to Comply with Installation Requirements.
Provide temporary protection according to the plans at an object if unable to complete the required work in the specified time. Do not use material installed for this purpose in the final guardrail installation. The Department will not make separate payment for attenuation provided due to the Contractor’s inability to complete the work in the specified time.

If the Contractor fails to comply with all requirements of Section 764.04 A.2, “Installation on Roadways Open to Public Traffic”, the Engineer will perform one or both of the following:

1. The Engineer will apply a contract price reduction of $1000 per day if the deficiency is not remedied within 24 hours of notification to correct the item.

2. The Engineer will have the temporary protection installed by other forces and deduct the costs from monies due or that become due to the Contractor.

If the Engineer uses other forces to install temporary protections, remove and dispose of the materials installed by the other forces at no additional cost to the Department.

764.04 D Removal of Guardrail **PAGE 422** **10/1/17**

Replace section 764.04 D with the following:

D. Removal of Guardrail.

1. General.
If the Engineer determines that the concrete anchors do not interfere with other construction, cut off concrete anchors one foot below ground level. When concrete anchors are removed, backfill the holes with approved material in 6 inch layers. Thoroughly tamp each layer using a mechanical tamper. If concrete anchors are cut off or removed, shape the surface to match the surrounding area and dispose of the removed concrete.

When removing guardrail posts and not replacing the posts in the same hole, backfill the hole with approved material. When the existing surrounding surface is bituminous, place 2 inches of bituminous material at the top of the hole to match existing surrounding surface.

2. Removed Guardrail in Locations Where There will be no permanent guardrail.
At locations where guardrail is to be removed and no guardrail will exist upon completion of the work, leave the guardrail in place until the hazard associated with the guardrail is no longer present and all work is complete except for that which requires the guardrail to be removed.

764.04 G Completion Requirements **PAGE 423** **10/1/17**

Replace section 764.04 G Completion Requirements with the following:

G. Reserved.

Reserved.

764.04 H Attenuation Devices **PAGE 423** **10/1/17**

Replace the first paragraph with the following:

Install attenuating devices that meet the appropriate MASH testing Requirements and have an eligibility letter from FHWA.

766.04 CONSTRUCTION REQUIREMENTS **PAGE 425** **10/01/15 & 10/1/17**

Replace Section 766.04 with the following:

766.04 CONSTRUCTION REQUIREMENTS

A. General.
The mailbox owner will furnish a postal service approved mailbox. Install the furnished mailbox on the new support system.

B. Temporary Relocation.
If construction activities require the removal of the support system and delayed installation of the new support system, reset the existing support system at a location approved by the Engineer and postal service.

If construction activities require the removal of the support system and delayed installation of the new support system, relocate mailboxes to a location approved by the Engineer and postal service.

If existing mailboxes meet NCHRP 350 or MASH requirements, they may be reset temporarily during construction. If the existing support does not meet NCHRP 350 or MASH, place temporarily located mailboxes on supports that meet MASH requirements. If there is no support that meets MASH requirements, perform one of the following actions:

- Place them outside the clear zone;
- Place them on a 4 × 4 inch wood post; or
- Reset them using assemblies shown in the plans.

After construction has progressed to allow permanent installation, install the mailbox assemblies and mailboxes at the specified locations.

770.03 A General **PAGE 426** **10/01/17**

Replace Concrete Class AAE-3 with Concrete Class AE-3.

770.04 C. Concrete Foundation **PAGE 428** **10/01/17**

Replace Section 770.04 C with the following:

C. Concrete Foundation.
Cast concrete foundations in place. Place the concrete in one continuous operation with no construction joints. Consolidate the concrete according to Section 602.04 C.2 “Vibration”.

Allow the concrete foundation to cure for 7 days before placing poles on the foundation.

Do not grout between the foundation and the pole base.

Install anchor bolts according to Section 754.04 D.5.b, “Anchor Bolt Installation”.

770.04 D.1 General **PAGE 428** **10/01/15**

Add the following to the end of Section 770.04 D.1:

Install duct seal on all conduits containing cables at controller cabinets, traffic signal bases, and pull boxes.

770.04 G Light Standards **PAGE 430** **10/01/16**

Replace the first paragraph of Section 770.04 G with the following:

Plumb the light standard with leveling nuts. Adjust the leveling nuts on assembled light standards before 10:00 am. Tighten anchor nuts according to Section 754.04 D.5.c “Anchor Bolt Tightening”.

772.03 A General **PAGE 433** **10/01/17**

Replace Concrete Class AAE-3 with Concrete Class AE-3.

772.03 D Wiring Diagrams **PAGE 434** **10/01/15**

Replace the first paragraph with the following:

At the time the cabinet and control equipment is accepted, furnish a traffic signal cabinet wiring diagrams showing all circuits and parts in detail. Place the wiring diagram in the signal cabinet and submit one PDF copy to the Engineer.

772.04 A General **PAGE 435** **10/01/15**

Replace the second paragraph with the following:

Provide and bear all costs for the electrical service necessary to operate and maintain the traffic signal system until the system is accepted as specified in Section 772.04 N.3, “Supplemental Inspections and Final Acceptance”.

772.04 E.8 Final Testing **PAGE 439** **10/01/15**

Replace Section 772.04 E.8 with the following:

After installing sealer, perform the tests specified in Section 772.04 E.6, “Initial Testing”. Record the test results on SFN 60844 *Traffic Signal Loop Detector Test Report* and submit the form to the Engineer.

772.04 G Traffic Signal Standards and Combination Signal and Light Standards **PAGE 439** **10/01/15**

Replace number 3 with the following:

Install and tighten the anchor bolts as specified in Section 754.04 D.5, “Overhead Sign Structures”.

772.04 N Tests and Acceptance **PAGE 442** **10/01/15**

Replace 772.04 N with the following:

1. General.
Furnish all instruments and personnel required for testing and record test results. If a subcontractor performed electrical work, ensure the subcontractor is present during testing and inspection.

The Engineer will perform the initial and final inspections when:
- Winds are 30 mph or less;
- Ambient temperature is 15°F or greater; and
- It is not raining or snowing.

a. Malfunction Management Unit Test.
Before uncovering the signal heads, perform a malfunction management unit test. Record the test results on SFN 60836 *Traffic Signal Malfunction Management Unit Test* and submit the results to the Engineer.

b. Ground Test.
Before opening to traffic, perform a ground test. The maximum allowable resistance at the controller cabinet is 10 Ohms. The maximum allowable resistance at each traffic signal standard is 25 Ohms. Record and submit the test results on SFN 60834, *Traffic Signal Ground Test*.

2. Initial Inspection.
After the signal system is operational and open to traffic, submit a request to schedule the initial inspection. The system must be fully operational for a minimum of 15 days before the Engineer will perform the initial inspection. The Engineer will record the inspection results on form SFN 59867, *Traffic Signal Inspection* Checklist or SFN 60845 *Flashing Beacon Inspection Checklist*. Copies of completed forms will be sent to the Contractor.

3. Supplemental Inspections and Final Acceptance.
After performing corrections, submit a request for a supplemental inspection. The Engineer will perform a supplemental inspection within 30 days of receiving the request.

If this inspection discloses any unsatisfactory items, the Engineer will provide the Contractor with a written list of items that require correction. After correcting the items, request another supplemental inspection.

If the Engineer determines that the work is complete, the signal system must operate for 14 consecutive days without interruption from defective equipment or improper workmanship.

If the signal system fails within the 14 days, make necessary repairs. After repairs are complete, request another supplemental inspection.

If the signal system operates for 14 consecutive days without interruption from defective equipment or improper workmanship, the Engineer will consider the last supplemental inspection as the final inspection and will accept the signal system.

802.01 A.1 Development **PAGE 453** **10/01/16**

Replace the second paragraph of Section 802.01 A.1 with the following:

Design a mix that will attain a compressive strength of 3,000 psi after 7 days or a flexural strength of 450 psi after 7 days. Mix designs used for Section 550, “Concrete Pavement” will be required to attain both a compressive strength of 3,000 psi and a flexural strength of 450 psi after 7 days. Measure compressive strength according to AASHTO T 22 and flexural strength according to AASHTO T 97. Apply a correction factor of 0.92 when using 4 inch x 8 inch concrete cylinders.

802.01 B Cement **PAGE 453** **10/01/17**

Delete section 802.01 B.3.

802.01 C.2 Coarse Aggregate **PAGE 454** **10/01/15**

Replace Table 802-02 with the following:

Table 802-02
Miscellaneous Coarse Aggregate Properties

Test	Method	Max. Percent by Weight of the Plus No. 4 fraction
Shale	NDDOT 3	0.7
Iron oxide particles	NDDOT 3	4.0[1]
Lignite and other coal	NDDOT 3	0.5
Soft Particles (Excluding Shale, Iron oxide particles and Lignite and other coal)	NDDOT 3	2.5
Thin or Elongated Pieces	NDDOT 3	15
L.A. Abrasion	AASHTO T 96	40.0
Soundness (Sodium Sulfate)	AASHTO T 104	12

[1] For concrete for spall repairs and bridge deck overlays, the maximum iron oxide particles shall be 2.0 percent.

802.01 C.3 Fine Aggregate **PAGE 454** **10/01/15**

Replace the second paragraph of Section 802.01 C.3 with the following:

Test fine aggregates in accordance with AASHTO T 21. If the results of the analysis are darker than the standard color, determine the compressive strength of mortar mixed using the aggregate in accordance with AASHTO T 71. If the results of the AASHTO T 71 test result in a relative strength less than 95 percent, do not use the fine aggregate.

802.01 H Air Content **PAGE 456** **10/01/17**

Replace the last paragraph with the following:

Supply concrete with an air content between 5.0 and 8.0 percent of the volume of the concrete at the time of placement.

802.01 J Tests on Concrete **PAGE 457** **10/01/16**

Delete 802.01 J “Tests on Concrete” and replace with the following:

J. Tests on Concrete.
Furnish the concrete necessary for the tests.

Near the site of concrete placement, provide a level area protected from construction activities near the site of placement for the Engineer to conduct tests.

810.01 B Liquid-Membrane-Forming Compounds **PAGE 464** **10/01/15**

Add the following to the end of Section 810.01 B:

3. Curing Compound for Pigmented Concrete.
Use a curing compound when curing pigmented concrete that meets the requirements of ASTM C 309 Type 1-D.

816.03 AGGREGATES FOR BLOTTER AND SEAL COATS **PAGE 467** **10/01/16**

Replace Table 816-02 with the following:

Table 816-02
Aggregates for Blotter and Seal coats

Sieve Size Or Testing Method	Aggregate Class					
	41	41M	42	43	44	45
	Percent Passing or Testing Requirement					
5/8 inch					100	
3/8 inch	100					100
No. 4	20-70				90-100	85-100
No. 8	0-17		2-20	0-17		
No. 16						45-80
No. 50						10-30
No. 200	0-1.5		0-5	0-2	0-20	0-3
ND T 113, Shale (max %)	8.0%					3.0%
AASHTO T 96, L.A. Abrasion (max %)	40%					
NDDOT 4, Fractured Faces[1]		50%				

Table 816-02
Aggregates for Blotter and Seal coats

Sieve Size Or Testing Method	Aggregate Class					
	41	41M	42	43	44	45
	Percent Passing or Testing Requirement					

[1] Minimum weight percentage allowable for the portion of the aggregate retained on a No. 4 sieve having at least 1 fractured face for Class 41M.

816.04 AGGREGATE FOR MICRO SURFACING PAGE 467 10/01/15

Replace Section 816.04 with the following:

816.04 AGGREGATE FOR MICRO SURFACING

A. General.

Use aggregate that is manufactured crushed stone such as granite, slag, limestone, or other high quality aggregate or combination thereof.

Before stockpiling aggregate, perform the tests specified in Table 816-03.

Table 816-03

Test	Test Method	Requirement
Soundness of Aggregates by Use of Sodium Sulfate	AASHTO T 104	15% Max
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	AASHTO T 96	30% Max
Deleterious Substances	ND T 176	60 or Higher

[1] Perform the AASHTO T 96 test on the parent aggregate

B. Mix Design.

Develop a mix design using aggregate that meets the requirements of Table 816-04. Establish mix design target values for each sieve and submit the mix design before beginning placement operations.

Table 816-04
Aggregate Gradation for Development of Mix Design

SIEVE SIZE	TYPE II %PASSING	TYPE III %PASSING
3/8”	100	100
#4	90 – 100	70 – 90
#8	65 – 90	45 – 70
#16	45 – 70	28 – 50
#30	30 – 50	19 – 34
#50	18 – 30	12 – 25
#100	10 – 21	7 – 18
#200	5 – 15	5 – 15

C. Stockpile Tolerances.

The mix design target values will be used for acceptance of material. Gradation tests may vary from the mix design target values based on the stockpile tolerance shown in Table 816-05. The percent passing each sieve for gradation tests may not fall outside the gradation limits specified in Table 816-04.

Table 816-05

SIEVE SIZE	STOCKPILE TOLERANCE
3/8”	-
#4	± 5%
#8	±5%
#16	±5%
#30	±5%
#50	±4%
#100	±3%
#200	±2%

D. Acceptance.

1. Stockpile Testing.
Perform a gradation test in accordance with ND T 11 and ND T 27 for every 500 tons of material produced and placed in the stockpile. Also perform test ND T 176 when performing gradation tests. Submit the test results to the Engineer.

The Engineer will perform acceptance testing. If the result of the Engineer’s testing lead to rejection of the stockpile, additional material may be blended with the stockpiled material so that the stockpile meets the requirements. The Engineer will resample and retest for both gradation and deleterious substances to determine if the stockpiled material will be accepted.

If choosing to blend additional material into the stockpile, use additional material that meets the requirements of Table 816-06. After blending, develop and submit a new mix design.

2. Gradation.
The Engineer will obtain 5 independent samples from the stockpile and perform a gradation analysis in accordance with ND T 11 and ND T 27. If the average gradation for each sieve is within the stockpile tolerance of the mix design target values, the Engineer will accept the material.

If the stockpile is rejected, additional material may be blended with the stockpiled material to obtain the required gradation. The Engineer will resample and retest to determine if the stockpiled material will be accepted.

If choosing to blend additional material into the stockpile, use additional material that meets the requirements of Table 816-03. After blending, develop and submit a new mix design.

3. Deleterious Substances.
The Engineer will determine the amount of deleterious substances in the aggregate using the same samples obtained in Section 816.04 D.2, “Gradation”. If the average of the test results is 60 or higher, the Engineer will accept the material.

816.05 AGGREGATE FOR SLURRY SEAL PAGE 469 10/01/15

Replace Section 816.05 with the following:

816.05 AGGREGATE FOR SLURRY SEAL

A. General.

Use aggregate that is manufactured crushed stone such as granite, slag, limestone, or other high quality aggregate or combination thereof. Use aggregate with 100 percent of the parent aggregate larger than the largest stone in the specified gradation.

Before stockpiling aggregate, perform the tests specified in Table 816-06.

Table 816-06

Test	Test Method	Requirement
Soundness of Aggregates by Use of Sodium Sulfate	AASHTO T 104	15% Max
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	AASHTO T 96	35% Max
Deleterious Substances	ND T 176	60 or Higher

[1] Perform the AASHTO T 96 test on the parent aggregate

B. Mix Design.

Develop a mix design using aggregate that meets the requirements of Table 816-07. Establish mix design target values for each sieve and submit the mix design before beginning placement operations.

Table 816-07
Aggregate Gradation for Development of Mix Design

SIEVE SIZE	TYPE II %PASSING	TYPE III %PASSING
3/8”	100	100
#4	90 – 100	70 – 90
#8	65 – 90	45 – 70
#16	45 – 70	28 – 50
#30	30 – 50	19 – 34
#50	18 – 30	12 – 25
#100	10 – 21	7 – 18
#200	5 – 15	5 – 15

C. Stockpile Tolerances.

The mix design target values will be used for acceptance of material. Gradation tests may vary from the mix design target values based on the stockpile tolerance shown in Table 816-08. The percent passing each sieve for gradation tests may not fall outside the gradation limits specified in Table 816-07.

Table 816-08

SIEVE SIZE	STOCKPILE TOLERANCE
3/8”	-
#4	± 5%
#8	±5%
#16	±5%
#30	±5%
#50	±4%
#100	±3%
#200	±2%

D. Acceptance.

1. **Stockpile Testing.**
   Perform a gradation test in accordance with ND T 11 and ND T 27 for every 500 tons of material produced and placed in the stockpile. Also perform test ND T 176 when performing gradation tests. Submit the test results to the Engineer.

   The Engineer will perform acceptance testing. If the result of the Engineer's testing lead to rejection of the stockpile, additional material may be blended with the stockpiled material so that the stockpile meets the requirements. The Engineer will resample and retest for both gradation and deleterious substances to determine if the stockpiled material will be accepted.

   If choosing to blend additional material into the stockpile, use additional material that meets the requirements of Table 816-06. After blending, develop and submit a new mix design.

2. **Gradation.**
   The Engineer will obtain 5 independent samples from the stockpile and perform a gradation analysis in accordance with ND T 11 and ND T 27. If the average gradation for each sieve is within the stockpile tolerance of the mix design target values, the Engineer will accept the material.

3. **Deleterious Substances.**
   The Engineer will determine the amount of deleterious substances in the aggregate using the same samples obtained in Section 816.05 D.2, "Gradation". If the average of the test results is 60 or higher, the Engineer will accept the material.

817.01 D Salvage Base Course Containing Bituminous Material PAGE 472 10/01/17

Replace the last paragraph with the following:

If salvaged base course is to be placed beneath a bituminous asphalt roadway or used as a final surfacing, the following specifications apply.

817.01 D.2.a Extraction Test Method PAGE 472 10/01/15

Replace the second paragraph of Section 817.01 D.2.a with the following:

The Engineer will determine the percentage of asphalt binder in the stockpile in accordance with AASHTO T 164 and average the results obtained from the three samples. The material will be rejected if any single sample has a value greater than 4.0 percent or the average extraction is greater than 3.5 percent. If the stockpile is rejected, the stockpiled material may be blended with other material.

818.02 A Performance Graded (PG) Asphalt Cement PAGE 474 10/01/17

Replace the first and second paragraph with the following:

If the Performance Graded (PG) asphalt cement called for in the plans contains an S, H, V, or E designation, use PG asphalt cement that meets AASHTO M 332. In all other cases use PG asphalt cement that meets AASHTO M 320.

Base asphalt may be modified with Polyphosphoric Acid (PPA). PPA may make up no more than 0.50 percent of the finished binder, by weight.

818.02 E.2 Modified Cationic Emulsified Asphalt **PAGE 474** **10/01/16**

Replace the second paragraph of Section 818.02 E.2 with the following:

Use asphalt with a maximum 3.0 percent oil distillate by volume of emulsified asphalt when tested according to AASHTO T 59, Residue and Oil Distillate by Distillation on Emulsified Asphalt. Use the manufacturer's recommended distillation temperature when using CRS-2P emulsion.

818.03 Bituminous Materials for Micro Surfacing **PAGE 475** **10/01/15**

Replace Table 818-01 with the following:

Table 818-01

Test	Specification	Requirement
Settlement and Storage Stability of Emulsified Asphalts, 24-h	AASHTO T 59	1% Minimum
Distillation of Emulsified Asphalt[1]	AASHTO T 59	62% Minimum
Tests on Emulsified Asphalt Residue		
Softening Point of Bitumen (Ring and Ball Apparatus)	AASHTO T 53	135°F Minimum

[1] Hold the temperature for this test at 350°F for 20 minutes.

822.01 General **PAGE 477** **10/01/17**

Replace the second paragraph with the following:

Use an Alkyl-Alkoxysilane organosilicon compound.

Replace the second bullet in the third paragraph with the following:

- Contains 100 percent active solids;

Replace the last bullet in the third paragraph with the following:

- Treated concrete is surface dry a maximum of 4 hours after application.

822.02 TESTING **PAGE 477** **10/01/16 & 10/1/17**

Replace the first sentence of Section 822.02 with the following:

Provide a repellent that, when applied to concrete, meets the following requirements:

Add the following to Section 822.02:

C. Scaling Resistance to Deicing Chemicals.

Test	Duration	Visual Rating	Method
Salt Water Ponding	50 Cycles	0 at 25 cycles	ASTM C 672
		≤ 3 at 50 cycles	ASTM C 672

826.02 B.1 Sealant **Page 479** **10/01/16**

Replace Section 826.02 B.1 with the following:

1. **Sealant.**
   Provide a one-part silicone joint sealant that meets the requirements of ASTM D 5893, Type NS and the following:
   - Low modulus; and
   - Is capable of withstanding repeated joint movement between 50 percent shrinkage and 100 percent expansion without losing adhesion to the concrete and without cohesion failure.

826.02 B.2 Backer Rod **PAGE 479** **10/01/16**

Replace the first paragraph of Section 826.02 B.2 with the following:

Use backer rod that meets the requirements of ASTM D 5249, Type 1 or Type 3.

830.01 CONCRETE PIPE AND DRAINAGE STRUCTURES **PAGE 480** **10/01/16**

Replace Section 830.01 with the following:

830.01 CONCRETE PIPE AND DRAINAGE STRUCTURES
The Department will evaluate the fabricator's concrete pipe plant according to Department procedures described in Field Sampling and Testing Manual, Quality Assurance Program for Prestressed and Precast Concrete Products. The results of this evaluation will determine if the material may be accepted by certificate of compliance as specified in Section 106.01 C "Certificate of Compliance."

Use an ACPA or NPCA certified plant in the construction.

A. Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
Provide pipe that meets AASHTO M 170, M 206, or M 207 for the specified diameters and strength class except use aggregates that meet the requirements in:
- Table 802-02 of Section 802.01 C.2 "Course Aggregate"
- Table 802-05 of Section 802.01 C.3 "Fine Aggregate"

B. Work Drawings.
Provide work drawings for Class IV and V Pipes that include:
- Reinforcing steel layouts;
- Type and strength of concrete and reinforcing steel;
- All concrete and reinforcing dimensions;
- Installation and handling instructions; and
- Design calculations.

Submit calculations and work drawings that are signed, sealed, and dated by a Professional Engineer registered in the State of North Dakota as set forth in NDCC Title 43.

C. Fasteners and Tie Bolts.
Provide tie bolts and nuts that are of steel meeting ASTM A 307 Grade A. Provide steel washers that meet ASTM A 1008 or ASTM A 1011. Provide fastener castings that are gray iron castings that meet ASTM A 48 Class 20.

834.03 A.2 Rotational Capacity Testing of Assemblies PAGE 483 10/01/16

Replace Section 834.03 A.2 with the following:

2. Rotational Capacity Testing of Assemblies.
Perform the rotational capacity test according to ASTM A 325, except as modified by this specification.

a. General.
Perform rotational capacity tests on all bolt, nut, and washer assemblies before shipping.

If galvanized parts are required, perform the rotational capacity test after galvanization.

Washers are required as part of the tests even if the final assembly does not require washers.

b. Assemblies.
Test each combination of bolt lot, nut lot, and washer lot as an assembly.

c. Rotational Capacity Lot Numbers.
Assign each combination of lots a rotational capacity lot number. Washers do not need to be identified as part of the assembly lot if they are not required in the final assembly.

d. Testing Frequency.
Test a minimum of two assemblies per rotational capacity lot.

e. Testing Device.
Use a Skidmore-Wilhelm Calibrator, or an approved alternate, to perform the rotational capacity tests.

Test bolts that are too short for the Skidmore-Wilhelm Calibrator in a steel joint. The tension requirements of Table 834-02 do not apply. Compute the maximum torque required in Section 834.03 A.2.g, “Results” using a value of “P” equal to the Turn Test Tension in Table 834-02.

f. Performance of the Test.
The minimum rotation from initial tightening (10 percent of the specified proof load) shall be as specified in Table 834-01.

Table 834-01

Bolt Length	Amount of Turn
Length ≥ 4 diameters	240 degrees (2/3 turn)
4 diameters < Length ≤ 8 diameters	360 degrees (1 turn)
Length > 8 diameters	480 degrees (1-1/3 turn)

The tension reached at the rotation specified in Table 834-01 shall be equal to values for the Turn Test Tension shown in Table 834-02.

Table 834-02

Diameter (in)	1/2	5/8	3/4	7/8	1	1-1/8	1-1/4	1-3/8	1-1/2
Installation Tension (kips)	12	19	28	39	51	56	71	85	103
Turn Test Tension (kips)	12	22	32	45	59	64	82	98	118

g. Results.
After exceeding the Installation Tension specified in Table 834-02, obtain and record a reading of the tension and torque.

The maximum torque (T) shall be equal to 0.25 the measured bolt tension (P) and the bolt diameter (D):

$$T \text{ (foot pounds)} \leq 0.25 \times P\text{(pounds)} \times D\text{(feet)}$$

856.01 A General **PAGE 495** **10/01/15**

Replace the “Slope Gradient” row in Table 856-01 with the following:

Slope Gradient Application	≤ 3H:1V	< 3H:1V - 2H:1V	≤ 2H:1V	< 2H:1 - 1.5H:1V

860.02 A Barbed Wire **PAGE 501** **10/01/15**

Replace Section 860.02 A with the following:

A. Barbed Wire.
Provide barbed wire that meets the requirements of AASHTO M 280. Provide wire that has a minimum gage of 12½ and at least 2 point barbs.

860.02 B Woven Wire **PAGE 501** **10/01/15**

Replace Section 860.02 B with the following:

Provide woven wire that meets the requirement of AASHTO M 279, Design Number 939-6-12½.

862.03 E W-Beam Guardrail End Treatments **PAGE 504** **10/1/17**

Replace the first paragraph with the following:

Provide W-beam guardrail end treatments that meet the requirements of MASH TL-3.

862.04 C 3-Cable **PAGE 505** **10/01/15**

Replace the Section 862.04 C with the following:

C. 3-Cable.
Provide round treated timber posts used for three-cable guardrail that are between 4.5 and 6.5 inches in diameter.

880.02 B.2 Epoxy Resin Material **PAGE 509** **10/01/15**

Replace Section 880.02 B.2 with the following:

2. Color.
Provide material that meets the requirements of Table 880-03 and 880-04 when tested in accordance with ASTM D 2805.

Table 880-03
CIE Chromaticity limits using illuminant "C" for Yellow Epoxy

x	0.470	0.485	0.520	0.048
y	0.440	0.460	0.450	0.420

Table 880-04
Daylight Directional Reflectance (Y)

Color	Minimum Value
White	83
Yellow	50

885.01 E.1 Cast Iron **PAGE 514** **10/01/16**

Replace Section 885.01 E.1 with the following:

1. Cast Iron.
Provide cast iron panels with a minimum thickness of 0.2 inches. Use either grey cast iron that meets AASHTO M 105, Class 35 B or use ductile cast iron that meets ASTM A 536, Grade 65-45-12. Provide panels without a surface coating and allow the panels to transition to the iron's natural patina.

894.03 A.1 General **PAGE 517** **10/01/16**

Delete the second paragraph from Section 894.03 A.1:

894.05 A General **PAGE 522** **10/01/16**

Replace Section 894.05 A with the following:

A. General.
Galvanize all materials requiring galvanization according to Section 854, "Galvanizing" after fabrication.

Submit work drawings for all structures for overhead signs according to Sections 105.08 A.3, "Additional Section 600 Work Drawing Submittal Requirements".

1. Welding.

a. General.
Perform all steel welding according to the specifications for welding of steel structures in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

b. Treatment of Welded Areas.
Punch a minimum 3/4 inch hole into chords to facilitate galvanizing the struts and diagonal tubes. Provide two 1/2 inch holes at the top and bottom of the chords on the capped end to facilitate galvanizing. Provide on the end tower vertical columns two 1/4 inch holes in the base plate and two 3/4 inch holes at the top of each column to facilitate galvanizing.

c. Repair Galvanization.
Repair damaged galvanization according to Section 854, “Galvanizing”.

894.05 B.2 Round-Tapered or Octagonal-Tapered Tubes PAGE 523 10/1/16

Replace the second paragraph of 894.05 B.2 with the following

Retain major dimensions, such as truss cross section and length, and end towers vertical dimensions. If this option is chosen, furnish to the Engineer all necessary calculations and drawings used in designing these structures. Design the structures according to the latest issue of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. Use a wind velocity of 90 mph to compute the wind pressures on the signs and structures.

895.05 A General PAGE 528 10/01/16

Replace Section 895.05 A with the following:

A. General.
Design lighting poles to meet the requirements of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

When a breakaway base is required, provide a manufacturer certification that the light standard base meets the AASHTO requirements for both breakaway and structural adequacy.

Use a wind velocity of 90 mph with the following height and exposure correction factor:

- If the traffic signal is less than 33 feet use a $K_z{}^a$ of 1.00; or
- If the traffic signal is greater than 33 feet use the $K_z{}^a$ found in Table 3.8.4-1 “Height and Exposure Factors, $K_z{}^a$”.

Apply different wind pressures to the structure at different heights rather than using an average wind pressure for the entire height of the structure.

Design each structural component on light standards 55 feet or greater for fatigue using the requirements of Table 11.6-2, “Fatigue Importance Categories for HMLT’s”.

Furnish all the necessary calculations and drawings used in the design of poles with the shop drawing submittal. A Professional Engineer duly registered in the State of North Dakota must sign, seal, and date the calculations and work drawings used in the design of lighting standards.

896.02 C Traffic Signal and Flashing Beacon Control Circuits PAGE 547 10/01/17

Replace the first paragraph with the following:

Use cables that are rated for 600 volts and meet IMSA 19-1 or 20-1.

Delete the fifth paragraph.

896.05 A GENERAL Page 549 10/01/16

Replace Section 896.05 A with the following:

A. Design.
Design traffic signal standards to meet the requirements of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

Use a wind velocity of 90 mph with the following height and exposure correction factor:

- If the traffic signal is less than 33 feet use a $K_z{}^a$ of 1.00; or
- If the traffic signal is greater than 33 feet use the $K_z{}^a$ found in Table 3.8.4-1 "Height and Exposure Factors, $K_z{}^a$".

Apply different wind pressures to the structure at different heights rather than using an average wind pressure for the entire height of the structure.

Design each structure component using the requirements of Table 11.6-1, "Fatigue Importance Factors, I_F."

Design the components for the total deflection, with galloping, at the free end of the traffic signal arm is limited to less than 8 Inches.

Furnish all the necessary calculations and drawings used in the design of poles with the shop drawing submittal. A Professional Engineer duly registered in the State of North Dakota must sign, seal, and date the calculations and work drawings used in the design of lighting standards.

896.10 Controller Cabinet PAGE 557 10/01/15

Replace the 3 with the following:

3. Provide a metal weatherproof cover that blocks air flow in cold weather, and adequately covers the fan vent assembly and the louver on the door. Install a gasket to the cover and attach the cover to the inside of the cabinet. Construct the cover of the same material as the cabinet.

   Provide a weep hole in the bottom loop on each end of the cabinet full-size door.

   Build the cabinet to contain the following items:

   - All items of control equipment specified in these Specifications.

   - Provide a thermostatically-controlled minimum 250 watt strip-type heater mounted on the full-size door cover with a protective wire-mesh shield installed around the heater. Use a heavy-duty thermostat capable of being set within a temperature range of 30°F to 90°F. Activate the power to the fan and to the heater using a three-position toggle switch located on the auxiliary switch panel.

Use a switch that operates vertically up and down with the:

- Up position being FAN (power to the fan on and power to the heater off);
- Center position being OFF (power to both the fan and the heater off); and
- Down position being HEATER (power to the heater on and power to the fan off).

Provide an electrical three-prong twist lock-type plug between the switch and the heater. Mount the heater thermostat on the auxiliary switch panel. Make the connection to the heater with stranded copper wire having 200°C insulation and non-insulated, solderless terminals.

- Provide three duplex receptacles with ground fault interrupter. Fuse the receptacles ahead of the main circuit breaker.

- Provide a switched lamp socket, fuse the lamp socket ahead of the main circuit breaker.

- Include the following in the maintenance switches inside the cabinet:
  - Stop time control.
  - Timer power.
  - Flash.
  - Vehicle detector input for each phase in use and all future phases.
  - Pedestrian input for each phase in use and all future phases.

10/1/2014

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
PRICE SCHEDULE FOR MISCELLANEOUS ITEMS (PS-1)

The Contractor agrees to accept the following unit prices for each listed item of work and or material when no project contract unit price exists for that item. Each price listed will be full compensation for the cost of labor, material and equipment necessary to provide the item of work and/or material, complete in place, including (but not limited to) royalty, disposal of unsuitable material, equipment rental, sales tax, use tax, overhead, profit, and incidentals.

Each listed item is referenced to the Standard Specifications by Section number and Section name.

SECTION NO.	SECTION NAME	ITEM NAME	PRICE PER ITEM
107.08	Haul Roads	Water	$27 per M Gal
107.08	Haul Roads	Bitumen for Mix	Invoice Price [1] + 10%
107.08	Haul Roads	Bituminous Mix	$42 per Ton [2]
107.08	Haul Roads	Aggregate Base	$17 per Ton [2]
203.01 B	Rock Excavation	Rock Excavation	$11 per CY
203.01 C	Shale Excavation	Shale Excavation	Common Excavation Price + $1.00 per CY
203.01 D	Muck Excavation	Muck Excavation	$9 per CY
203.05 H.3	Embankment	Overhaul	$1.40 per CY - Mile
260	Silt Fence	Mucking Silt Fence	$3.90 per LF
260	Silt Fence	Removal of Silt Fence [3]	$4.25 per LF
261	Fiber Rolls	Mucking of Fiber Rolls	$3.90 per LF
261	Fiber Rolls	Removal of Fiber Rolls [3]	$4.25 per LF
420.04 E	Bituminous Seal Coat	Blotter Sand	$27 per Ton [2]
430.04 G	Hot Mix Asphalt (Exc. Material Hauled to Disposal Area)	Bituminous Mixture	Machine Placed: Bid or Invoice Price + $31 per ton Hand Placed: Bid or Invoice Price + $48 per Ton
704	Temporary Traffic Control	Flagging	$32 per MHR

[1] Price paid for bituminous material will be invoice price plus freight costs.

[2] Price Includes haul up to 10 miles. Payment for haul exceeding 10 miles will be according to Section 109.03 E, “Force Account.” The haul distance for aggregate base and bituminous mix will be based on the average haul. The haul distance for blotter sand will be from the point where the haul begins to the point where it enters the project.

[3] This is only for pre-existing items that were not installed under the Contract.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

PROJECT NHU-4-002(116)149 (PCN-21174)

RACE/GENDER CONSCIOUS GOAL The DBE goal for this project is: **13.00%**

NDDOT Contact Information	
Civil Rights Certification & Compliance System (CRCCS): https://dotnd.diversitycompliance.com/ may be used to submit post bid documentation.	
Contractor Sign In & Submit Advertisements at: https://apps.nd.gov/dot/cr/csi/login.htm	Amy Conklin, DBE Program Administrator 701-328-3116 - or - aconklin@nd.gov
Submit quotes and post bid documentation to: subquotes@nd.gov or Fax: 701-328-0343	Ramona Bernard, Civil Rights Division Director 701-328-2576 - or - rbernard@nd.gov
Search DBE Directory https://dotnd.diversitycompliance.com/	All times are stated in Central Time. "Days" refers to calendar days, unless otherwise stated.
All subcontractors, suppliers, manufacturers, regular dealers, vendors, and brokers must fax or email quotes to the Department no later than 9 PM the day before each bid opening. **All DBEs quoting on this project MUST submit all quotes and a list of contractors they quoted to NDDOT no later than 9 PM the day before each bid opening.**	
Prime contractors preparing to bid on NDDOT highway projects have requested that quotes be sent to them by: 2 PM Central - Suppliers (brokers/regular dealers), vendors, & manufacturers 5 PM Central - Subcontractors under $500,000 8 PM Central - Subcontractors over $500,000	

PURPOSE

These provisions:

1. Provide an explanation of the federal law and information regarding compliance with the DBE requirements applicable to this contract,
2. Explain the process NDDOT will follow to evaluate bidders' efforts to obtain DBE participation
3. Provide the standards NDDOT will use to measure compliance with the requirements
4. Identify sanctions

FEDERAL AUTHORITY

This Special Provision is written per 49 CFR Part 26 and Appendix A – Guidance Concerning Good Faith Efforts.

The following paragraph must be included in all subcontracts of all tiers in accordance with 49 CFR § 26.13(b):

> "The contactor or all tiers of subcontractors 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 § 26.13 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 NDDOT 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"

It is the prime contractors' responsibility to ensure all tiers of subcontractors, brokers, manufacturers, suppliers, vendors, and regular dealers comply with the requirements of this special provision. In addition, the prime contractor has the responsibility to monitor DBE performance on the project, and to ensure that the DBE performs a commercially useful function (CUF).

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All bidders and all subcontractors over $500,000 (regardless of whether they are apparent low bidder or their quote was used on a project in this bid opening) must submit copies of all quotes received or submit SFN 52013-List of Businesses Submitting Quotes within 5 calendar days of the bid opening. This process is necessary in identifying "ready, willing, and able" contractors upon which to base the NDDOT Triennial DBE Goal. The number of contractors and the types of work they have bid/quoted will be used in the calculation of the DBE goal for each goal setting period.

Contract award will be made to the lowest responsible bidder whose proposal substantially complies with the requirements prescribed herein and who has met the goal for DBE participation, or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so.

The project may be awarded only after the ALB submits all documentation by 4 PM five (5) calendar days after the Bid Opening (as required by 49 CFR § 26.53(b)(3)(i)(B)). Prime contractors are encouraged to submit their post-bid documentation in one electronic file.

WHEN THE PROJECT DBE GOAL IS MET AT THE TIME OF BID:

The ALB must submit SFN 52160, Form C **-** Notification of Intent to Use for each DBE used, any Form A revisions on SFN 52750, and copies of all quotes received or SFN 52013 Form B - List of Businesses Submitting Quotes. (Form instructions begin on page 15 of this special provision.)

If the goal has been met, pre-award requirements are complete after the contractor has submitted the required forms.

If the BIDDER has not met the project goal, the following is REQUIRED:

GOOD FAITH EFFORTS

If the project goal is not met, the bidder must complete and submit documentation of the following by 4 PM 5 CALENDAR days after the bid opening. Failure to demonstrate good faith efforts may cause NDDOT to "Not Award". Prime contractors are encouraged to submit their post-bid documentation in one electronic file.

The ALB must submit SFN 52160, Form C **-** Notification of Intent to Use for each DBE used **and** non-

DBE used in Bid Differential (Non-DBE/BD), any Form A revisions on SFN 52750, copies of all quotes received or SFN 52013 Form B - List of Businesses Submitting Quotes, and their DBE Participation Plan and supporting documentation along with SFN 60829, Contractor Good Faith Efforts Documentation. (Form instructions begin on page 15 of this special provision.)

The bidder is responsible for taking actions toward achieving the project goal as required by Appendix A to 49 CFR Part 26 – Guidance Concerning Good Faith Efforts. Therefore, it is a bidder's responsibility to either achieve the project goal or to follow a course of actions that would, by their scope, intensity, and appropriateness, reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

NDDOT will measure the bidder's efforts by actions demonstrated/taken prior to submitting their bid. The description and documentation of these efforts must adequately show NDDOT that the bidder took all necessary and reasonable steps to achieve the DBE goal.

The efforts employed by the bidder should be those that one could reasonably expect if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal.

DBE PARTICIPATION PLAN

- ☐ Access and review the Notice to Bidders and Project Plans & Proposals (available on the NDDOT website).
- ☐ Use the bid items list from the project proposal to select work types you will seek DBEs to perform. (Example on page 20.)
- ☐ Search the DBE Directory to locate DBEs to perform the work.
- ☐ Break out contract work items into smaller tasks or quantities to facilitate DBE participation, even when you might otherwise prefer to self-perform the work items with your own forces.
    - o 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.
    - o It is not acceptable to limit the use of DBEs because a larger amount of work is intended to be subcontracted to a Non-DBE. Example: Ask a non-DBE whose tied quote includes a work item quoted by a DBE to untie their quote rather than not using the DBE quote.
- ☐ Solicit DBEs who are certified to perform the work you've outlined in your plan. Provide DBEs with information about the plans, specifications, and requirements of the contract so they are able to respond to your solicitation in a timely manner.
    - o Keep an example of the request for bids/quotes used to solicit DBE participation on the project to submit with your DBE Participation Plan.
- ☐ Take steps to follow up your initial solicitation.
    - o Track contacts made by listing DBE firms contacted and the person contacted with the dates and times, contact methods, and DBE responses to the solicitation.
    - o Submit a copy of your list with your DBE Participation Plan
- ☐ Ask your firm's subcontractors to solicit DBE work for the subcontractors' portion of the project
    - o Ask subcontractors over $500,000 being used in your bid to submit Form A (SFN 52750) with any DBE Participation included in their quote(s).
- ☐ Receive and evaluate all quotes given; convert the quotes to an acceptable format, whether the quotes are calculated by ton-mile, hour, acre or square mile, and whether you intend to subcontract the work quoted.
- ☐ Calculate whether the contract dollar value using the DBEs and work types selected will meet the project goal.
- ☐ **Advertise** using one or both of the following options. Submit a copy with your DBE Participation Plan.

    OPTION 1: Place an advertisement soliciting DBE participation using the electronic DBE Advertisement System.

- Submit the required information online at https://apps.nd.gov/dot/cr/csi/login.htm no later than noon, 15 calendar days before the bid opening.

OPTION 2: Directly contact by email or fax, all DBEs certified in the specific work type (NAICS) required.

- Make contact with DBEs no later than 5 PM 7 calendar days before the bid opening.
- Use the DBE Directory to determine the DBE firms certified in the work to be subcontracted.

Either method of advertisement must:

- Provide the name, email address, telephone, and fax number of the company contact who will be available to discuss and/or receive quotes.
- Offer assistance to DBEs in interpreting plans; quantities; expected overtime; project scheduling; pit and batch plan locations, length of haul, type of road; method of measurement (seeding by the mile or acre, hauling by hour or by ton-mile) or other issues that may affect a price quote.

☐ **Indicate your intention to bid** and/or receive quotes on specific jobs by using the Department's Bid Opening Sign In System

- The **Bid Opening Sign-In** web application located at https://apps.nd.gov/dot/cr/csi/login.htm.

  Sign-In opens at 8 AM seven days prior to the bid opening and closes at 11 AM the day before the bid opening.
- Fill in the online form fields as required.
- Log in to download the "Bid Opening Contact Report" at https://apps.nd.gov/dot/cr/csi/public/listBidOpenings.htm

COMPILE AND SUBMIT GOOD FAITH EFFORTS DOCUMENTATION BY 4 PM 5 CALENDAR DAYS AFTER THE BID OPENING

The project may be awarded only after the ALB submits all documentation by 4 PM five (5) calendar days after the Bid Opening (as required by 49 CFR § 26.53(b)(3)(i)(B)).

This documentation must include:

1. A cover letter explaining actions taken attempting to meet the project goal.
2. *DBE Participation Plan* with copies of the work product of the items listed above.
3. SFN 60829
4. If applicable, bid differential detailing the reasons for selecting a non-DBE over a DBE firm. Attach DBE and Non-DBE/BD quotes being compared and the analysis of the cost difference with an individual Form C with each DBE and Non-DBE/BD proposed for use on the project.
   - If the ALB indicates that it intends to self-perform and/or use a non-DBE to perform work quoted by a DBE, a written comparison between the DBE's quote and the prime's and/or non-DBE's cost of performing the specific spec/code item must accompany SFN 60829. The ALB also must fully detail the methodology applied in calculating the cost of their self-performed work items.

EVALUATION OF GOOD FAITH EFFORTS

Proposals may be considered irregular and may be rejected by the Department if there is a substantial and material non-compliance with the DBE requirements. The Department reserves the right to waive minor irregularities and/or certain elements of this special provision.

Federal regulations require the Department to scrutinize a bidder's documented good faith efforts (see appropriate actions on pages 3-4).

If the ALB fails to meet the contract goal, but others meet it, it is reasonable to question whether the ALB made good faith efforts to meet the goal.

If the ALB fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, it may be viewed, in conjunction with other factors, as evidence of the ALB having made good faith efforts.

If the ALB fails to meet or exceed the average DBE participation of other bidders, it may be viewed, in conjunction with other factors, as evidence of the ALB having not made adequate good faith efforts.

If the ALB fails to meet the project goal and fails to submit adequate GFE documentation by the deadline, the DBE Participation Review Committee (Committee) will notify the Director's designee that the bidder failed to demonstrate GFE. The Department may reject the proposal.

If the ALB submits no documentation of its good faith efforts (GFE), the Department may reject the proposal.

If the ALB has not met the project goal, provides the required documentation timely, and adequately describes their efforts to meet the goal, the Committee will evaluate the ALB's GFE and DBE participation. The Committee will notify the Director's designee(s) of its determination.

1. **Award:** If the Committee determines the ALB has adequately demonstrated GFE, the committee will recommend "Award".
2. **Award Subject To Using DBE:** If the committee determines the ALB has not adequately demonstrated GFE by selecting a non-DBE used in a Bid Differential (non-DBE/BD), the committee may recommend "Award Subject To" using the DBE(s).

   The Director's designee(s) will consider whether the DBE quote not used due to bid differential was reasonable and whether the ALB should have in good faith used the DBE quote. If the DBE quote is determined to be reasonable, the Director's designee(s) will provide the ALB an opportunity to increase participation by using the DBE or a DBE performing another type of work.

   If the Department determines that a non-DBE's quote is reasonable, the non-DBE/BD may be used.

   If the ALB commits to additional participation, an updated/corrected Form A and a completed Form C with the DBE must be submitted prior to award. Faxed or photocopied signatures are acceptable. The ALB is responsible for all additional costs incurred.

   If the ALB does not commit to additional participation, administrative reconsideration is available.

3. **Not Award:** If the Committee determines the ALB has not adequately demonstrated GFE, the committee may recommend "Not Award".

   Upon notification of a recommendation for a Not Award determination, the Director's designee(s) will consider the Committee's recommendation. If the Designee(s) agrees with the Committee's recommendation, the Designee(s) will contact the ALB to inform them of the determination, the reasons for it, and that administrative reconsideration is available.

Administrative Reconsideration 49 CFR § 26.53 (d)

- The ALB has two calendar days to respond with documentation or argument(s) concerning whether its good faith efforts to meet the goal were adequate.
  - An in-person reconsideration meeting is available at the ALB's request.

- The Director's designee(s) will consider any information submitted.
- The NDDOT reconsideration decision will be made by the Director's designee(s), who will not have taken part in the original determination.
    - If the Director's designee(s) determines the ALB made adequate good faith efforts to meet the goal, the job will be recommended for award.
    - If the Director's designee(s) determines that the ALB has failed to sway the decision from "Not Award", the ALB will receive written notice of the decision.
- The Director will make the final decision and may exercise such discretion as deemed appropriate.
- The result of the reconsideration process is not administratively appealable to the US Department of Transportation.

POST-AWARD REQUIREMENTS

PRIME CONTRACTOR'S MONITORING, RESPONSIBILITIES, REPORTING

For the life of the project, the prime contractor is responsible for the DBEs listed on Form C and for the specific spec/code items or products that the prime committed to during the award process.

The prime is responsible to:

- Report payments to DBEs used to meet the project goal. The CRCCS may be used to report payments on the contract in lieu of submitting SFN 60638 monthly and SFN 14268 at the end of the project.
- Invite and encourage all subcontractors and all DBEs listed on Form C to the pre-construction conference.
- Provide minutes to any DBE not in attendance at the pre-construction conference.
- Ensure their firm as well as any subcontractors, manufacturers, and regular dealers/suppliers comply with the requirements of this special provision.
- Provide all subcontractors with Proposed Project Schedules and any necessary updates.
- Monitor DBE performance on the project.
    - Submit SFN 60597, DBE Performance – Commercially Useful Function (CUF) Certification to the project engineer with SFN 5682, Prime Contractor's Request to Sublet. Project engineers will not approve Requests to Sublet without the CUF Certification.
    - Submit SFN 60638, Monthly Record of DBE Project Payments for each DBE on the project, by the 15th calendar day of every month while payments are made to the DBE.
- Maintain project records and documentation of payments to DBEs for three years following acceptance of the final payment from NDDOT (per FHWA-1273, Section II Nondiscrimination #11).
    - Submit SFN 14268, DBE Participation Certification for each DBE, to the project engineer within 4 weeks of the DBE contract work completion. Each certification must be signed by the prime contractor and DBE used on the project.
        - This reporting requirement also applies to any certified DBE.
        - NDDOT may perform interim audits of contract payments to DBEs to ensure that the actual amount paid to DBEs equals or exceeds the dollar amount stated on Form C.
        - Make these records available for inspection, upon request, by an authorized representative of the NDDOT or USDOT.
    - **Payments on the contract may be entered and stored in the CRCCS. Use of CRCCS**

on the project eliminates the requirement to submit SFN 60638 and SFN 14268.

- If SFN 60597, SFN 60638, and/or SFN 14268 are not received in a timely manner, progress payments will be withheld until submitted.

If award of the contract is made based on the contractor's good faith efforts, the goal will not be waived; the contractor must make good faith efforts throughout the duration of the project.

The prime contractor shall not terminate or replace a DBE subcontractor without the Department's prior written consent. 49 CFR 26.53(f)(1)i.

The Department's contract includes a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and/or supply the materials unless the contractor obtains written consent; and
(B) That, unless the Department's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

SFN 60595 - Replacement Approval Request must be submitted and approved prior to replacement of each DBE firm(s), or Non-DBE/BD(s), or any work the prime originally intended to self-perform prior to the commencement of any replacement work. No payment will be made if work commences without written approval. The form may be accessed at the Department's website:
http://www.dot.nd.gov/forms/sfn60595.pdf

If the prime has not achieved the goal and additional work becomes available, the prime must follow the replacement approval request process using SFN 60595.

EXCEPTION FOR REPLACEMENTS DUE TO PUBLIC NECESSITY

When replacement work is required as a matter of public necessity, (e.g., safety, storm water issues), the contractor must immediately notify the project engineer and the DBE or Non-DBE/BD intended at the time of award. If the DBE or Non-DBE/BD is unable to perform the work within the time specified by permit or administrative rule, the DBE or Non-DBE/BD must notify the prime immediately; and, within one business day, a written explanation must be submitted to the prime with a copy to the project engineer. The project engineer refers all replacement approval requests to the Assistant District Engineer (ADE). In a case of public necessity, the ADE has the authority to allow the contractor to self-perform the replacement work or to find another contractor to complete it.

TERMINATION FOR CAUSE

A DBE or Non-DBE/BD may not be terminated without the Department's prior written consent. (49 CFR 26.53(f)(1)(i))

The Department will provide such written consent if the Department agrees that the contractor or subcontractor has good cause to terminate the DBE firm or Non-DBE/BD.

Circumstances which may be considered good cause for termination include when the listed DBE or Non-DBE/BD:

- Fails or refuses to execute a written contract
- Fails or refuses to perform the work of its subcontract in a way consistent with the contract and/or with normal industry standards, provided, that good cause does not exist if the failure or refusal of the listed DBE or Non-DBE/BD to perform its work on the subcontract results from the bad faith or discriminatory action of the prime or subcontractor
- Fails or refuses to meet the prime contractor's reasonable nondiscriminatory bond requirements
- Becomes bankrupt, insolvent, or exhibits credit unworthiness
- Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law

- Is ineligible to receive DBE credit for the type of work required
- Dies or becomes disabled with the result that the listed DBE or Non-DBE/BD is unable to complete its work on the contract
- Other documented good cause that the Department determines compels the termination of the listed DBE or Non-DBE/BD

Good cause does not exist if the prime contractor or subcontractor seeks to terminate a DBE or Non-DBE/BD which was relied upon to obtain the contract so that the contractor can self-perform the work for which the DBE or Non-DBE/BD was engaged or so that the contractor can substitute another DBE or Non-DBE contractor after contract award.

The contractor must immediately give written termination notice to DBE or the Non-DBE/BD. At the same time, SFN 60595 and its supporting documentation must be provided to the project engineer for review and analysis of the reasons for the intended termination.

The contractor must give the DBE or Non-DBE/BD five calendar days to respond to the termination notice. Within that time, the DBE or Non-DBE/BD should respond with a written explanation of their reasons and/or objections to the proposed termination and specifically address why the Department should deny the contractor's request. This explanation should be submitted in reply to the contractor with a copy to the project engineer.

The project engineer will send the contractor's SFN 60595, the DBE or Non-DBE/BD's written response(s) and any other accompanying documentation to the Civil Rights Division (CRD). If the CRD concurs that a termination is warranted, the contractor must seek a DBE to perform the work.

All DBEs currently certified in the specific area of work to be performed, must be contacted in writing or by phone, and quotes solicited. If available, a DBE will be selected to perform a dollar value of work, equal to the value of the commitment not achieved, unless the contractor can demonstrate the DBE quote is unreasonable, using the same comparison in section "Good Faith Efforts Documentation."

Upon receipt of appropriate written GFE documentation, and prior to commencement of any replacement work, CRD will consider the contractor's efforts and provide a final written decision to the project engineer.

In instances where trucking replacements are sought, DBEs and/or Non-DBEs as allowed by regulation must be selected to cover all the trucking required until sufficient participation is met.

UNFULFILLED OBLIGATIONS

The Department requires SFN 60595 and its supporting documentation when a contractor, DBE, or Non-DBE/BD does not fulfill her or his obligations in any of the following situations:

- The prime contractor is unable to perform the full amount of work committed to be completed, by the prime's workforce and equipment, at the time of award, or
- The Non-DBE/BD to which the prime contractor committed using at the time of award, is unable to perform the full amount of work, or
- The DBE or Non-DBE/BD withdraws voluntarily from the project and provides to the prime written notice of its withdrawal.

SFN 60595 and its supporting documentation must be provided to the project engineer for review and analysis. If the DBE or Non-DBE/BD is not able to perform, the prime contractor must provide written documentation from the DBE or Non-DBE/BD as to the reasons. The project engineer refers all replacement approval requests to the ADE. The Civil Rights Division will provide a written final determination to the project engineer.

If the Department concurs that a substitution is warranted, the prime contractor will seek a DBE to

perform the work. All DBEs currently certified in the specific area of work to be performed, must be contacted in writing or by phone, and quotes solicited. If available, a DBE will be selected to perform a dollar value of work, equal to the value of the commitment not achieved, unless the contractor can demonstrate the DBE quote is unreasonable, using the same bid differential comparison in section "Good Faith Efforts Documentation."

In instances where trucking replacements are sought, DBEs and/or Non-DBEs as allowed by regulation must be selected to cover all the trucking required until sufficient participation is met.

The prime contractor is responsible for any additional costs incurred as a result of the prime contractor's failure or the subcontractor quoting over $500,000 to fulfill the original commitment or the DBE or Non-DBE/BD's failure to perform.

NON-COMPLIANCE, FAILURE TO PERFORM, AND SANCTIONS

If the Department determines that a contractor should be sanctioned, the Department will provide written notice to the contractor informing them of the sanction for the following:

- Not submitting required documentation in a timely manner
- Not paying a DBE in a timely manner
- Not having a DBE perform the specified dollar amount of work (subject to plan quantity changes) tasks or bid items
- For otherwise not fulfilling the requirements of this DBE special provision

If the Department determines that a DBE should be sanctioned, the Department will provide written notice to the DBE informing them of the sanction for the following:

- Failure to perform work as specified in the contract
- Failure to pay contract-related bills in a timely manner
- Failure to perform a commercially useful function
- Failure to notify the prime contractor orally and in writing if they are unable to perform a commercially useful function
- Otherwise not fulfilling the requirements of this DBE special provision

Other grounds for sanctions may include, but are not limited to: repeated instances of failure to perform the contract requirements, repeated instances of late contract-related payments, or documented fraudulent practices.

If sanctions are applied, the contractor or the DBE may make a written request to the Department for reconsideration. The contractor or the DBE must provide a written statement defending their actions within 3 calendar days.

If the Department does not receive a written request for reconsideration, or if the contractor or DBE does not provide sufficient evidence that the provisions have been met, the Department may suspend the contractor or the DBE bidding or quoting privileges and not allow the contractor or the DBE to participate in one or more scheduled bid openings after the date the sanction is imposed.

Further sanctions which may be imposed by the Department for failure on the part of the contractor may include, but are not limited to:

- Withhold the contractor's progress payment until the contractor complies with all DBE contract provisions
- Deduct, from the contractor's progress payments, the dollar amount of DBE participation committed to but not achieved by the contractor
- Find the contractor in default
- Liquidated damages
- Disqualifying the contractor from future bidding

- Take other corrective action determined by the Department to be appropriate
- Any combination of the above.

NDDOT MONITORING AND ENFORCEMENT MECHANISMS

The Department will bring any false, fraudulent, or dishonest conduct in connection with the DBE program to the attention of USDOT. USDOT may pursue action as provided in 49 CFR § 26.107. Actions include referral to the Department of Justice for criminal prosecution or referral to the USDOT Office of Inspector General for action under suspension and debarment, or Program Fraud and Civil Remedies rules. The Department will also consider similar action under its own legal authority, including responsibility determination in future contracts.

COMMERCIALLY USEFUL FUNCTION

DBEs are required to perform a commercially useful function (CUF). CUF refers to those services the DBE is certified to perform. Certified services for each DBE are listed in the online DBE Directory. It is a DBE's responsibility to immediately notify the prime contractor in writing if the DBE is unable to perform a CUF or the services indicated on Form C.

The contractor must certify that DBEs working on the prime's contract are performing a commercially useful function. Submit SFN 60597, DBE Performance – Commercially Useful Function Certification to the project engineer with SFN 5682, Prime Contractor's Request to Sublet. Project engineers will not approve the Requests to Sublet without the CUF Certification. A review of the certification must be performed by the project engineer to determine whether the contract dollar value of the DBE's work may be counted toward the project goal.

The Department counts participation to a DBE contractor toward DBE goals only if the DBE is performing a CUF on that contract.

A. A DBE performs a CUF when it is responsible for 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 CUF, 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, installation and paying for the material itself. 49 CFR § 26.55(c)(1)

B. A DBE does not perform a CUF 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. 49 CFR § 26.55(c)(2)

C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, the Department must presume that it is not performing a CUF. 49 CFR § 26.55(c)(3)

D. When a DBE is presumed not to be performing a CUF as provided in paragraph C (above), the DBE may present evidence to rebut this presumption. 49 CFR § 26.55(c)(4)

E. The Department's decisions on CUF matters are subject to review by Federal Highway Administration, but are not administratively appealable to USDOT. 49 CFR § 26.55(c)(5)

COUNTING RACE/GENDER CONSCIOUS DBE PARTICIPATION - 49 CFR § 26.55

The Department does not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE. 49 CFR § 26.55 (h)

The Department will count DBE participation toward our overall annual goal as provided in 49 CFR § 26.55 as noted below.

1. The Department will use the following factors in counting DBE trucking participation.

   A. For purposes of this section, a lease must indicate that 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. 49 § 26.55(d)(7)

   B. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. 49 CFR § 26.55(d)(1)

   C. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract and 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. 49 CFR § 26.55(d)(2-3)

   D. The DBE may lease trucks and drivers from another DBE firm and receives credit for the total value of the transportation services the lessee DBE provides. 49 CFR § 26.55(d)(4)

   E. The DBE may also lease trucks with drivers and is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the services under items 1C and 1D. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. 49 CFR § 26.55(d)(5)

      Example to 1D: DBE Firm X uses two of its own trucks on a contract. It leases two trucks with drivers from DBE Firm Y and six trucks **with drivers** from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

   F. The DBE may lease trucks without drivers from a non-DBE truck leasing company and if the DBE uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

      Example to paragraph 1F: DBE Firm X uses two of its own trucks and drivers on a contract. It leases two additional trucks and drivers from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks. 49 § 26.55(d)(6)

2. Only the value of the work actually performed by the DBE counts toward the project goal when a DBE participates in a contract provided the DBE is certified in this work.

   A. The Department counts the entire amount of that portion of a construction contract, or other contract not covered by item 2. B, that is performed by the DBE's own forces. Included are the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate). 49 CFR § 26.55 (a)(1)

   B. The Department counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service for which they are certified, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, if the Department determines the fee to be reasonable and not excessive. 49 CFR § 26.55 (a)(2)

   C. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is also a DBE. 49 CFR § 26.55 (a)(3)

3. The Department counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

   A. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. 49 CFR § 26.55 (e)(1)(i)

   B. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the

cost of the materials or supplies toward DBE goals. 49 CFR § 26.55 (e)(2)(i)

C. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of 3B (above) 49 CFR § 26.55 (e) (2) (ii) (C)

D. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, if the Department determines the fees to be reasonable and not excessive. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however. 49 CFR § 26.55 (e) (3)

E. The Department determines the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis. 49 CFR § 26.55 (e)(4)

4. If a firm is not currently certified in ND at the time of the execution of the contract, the Department does not count the firm's participation toward any DBE goal. 49 CFR § 26.55 (f)

5. The Department does not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the Department's overall annual goal. 49 CFR § 26.55 (g)

DEFINITIONS

The definitions specified below apply only to this Special Provision and may contain differences from NDDOT Standard Specifications.

Achievement means any DBE certified service dollar amount committed to at the time of award. Any achievement must be supported by a request to sublet and Monthly DBE Payment Records for each DBE.

Aggregate providers are considered subcontractors rather than regular dealers/suppliers, regardless of the amount of their quote.

Apparent low bidder (ALB) means the bidder whose bid is read as low bid at the bid opening.

Bid differential means written documentation provided by the low bidder comparing a Non-DBE quote to a DBE quote.

Bid Opening Sign-In System means the Department's online system to which all prime contractors and subcontractors must register to indicate their interest in quoting or bidding prior to each bid opening.

Bidder/prime contractor means bidders who are submitting proposals on this project, regardless of the size of the highway construction projects; a contractor intending to serve as the prime contractor.

Blanket quote means when a business provides the same quote, for all projects, at a bid opening, using the same price, at one rate, not project specific. Blanket quotes for the construction season are not allowed, i.e. trucking, striping, signing, construction supplies, etc.

Commercially Useful Function describes a DBE's responsibilities and involvement in a project, see section Commercially Useful Function of this SP.

Commitment means the dollar amount of work the DBE will complete according to the bidder's submitted proposal.

Contractor means all DBE and Non-DBE firms, including prime contractors, subcontractors (under/over $500,000), brokers, vendors, regular dealers/suppliers, and manufacturers at any tier.

DBE Goal means a percentage of the total contract targeted for the hiring of DBE subcontractors to do specific bid items for which the DBE has been certified to perform. Project goals are set by assessing the project's bid items, location, whether DBEs are available to do the work.

DBE Participation means the percentage achieved when the dollar amount committed to the DBE is divided by the dollar amount of all contract items.

DBE Participation Review summarizes the prime's participation at the time of award. A replacement approval request must be submitted to substitute a firm for any DBEs reported as being used at the time of award.

Department means the project owner regardless of whether the owner is NDDOT, a city or a county project.

Disadvantaged business enterprise or DBE means a for-profit small business concern that is certified by the Department and listed in the DBE Directory available on the Department's web site. DBEs must first be certified in the work intended before any DBE achievement may be counted toward the project goal.

Equipment supplier is a firm which provides equipment for sale or lease, without operators, and whose primary business function is equipment sales or leasing.

Good Faith Efforts (GFE) means efforts made by the prime contractor to achieve a DBE goal. This includes but is not limited to providing assistance to DBEs in preparing their quotes, advertise, sign in, etc.

Manufacturer means 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. 49 CFR § 26.55 (e) (1) (ii)

Materials means aggregate, steel, petroleum products, concrete, asphalt, and other construction supplies.

NAICS Codes means industry codes assigned by North American Industry Classification System. When certified, DBE businesses are assigned NAICS codes which are identified in the DBE Directory.

NDDOT Civil Rights Certification & Compliance System (CRCCS) refers to the online compliance reporting system whereby contractors report/submit job related payments, commitments, and Utilization Plan documentation.

Non-DBE means a contractor, subcontractor, supplier (broker or regular dealer), vendor, or manufacturer that has not been certified as a DBE by the NDDOT Uniform Certification Program.

Non-DBE used in bid differential (Non-DBE/BD) means a Non-DBE which, at the time of award, was approved for use due to a price comparison with a DBE. A Form C with the Non-DBE/BD must be included in the DBE Good Faith Efforts Review documentation. A replacement approval request must be submitted when the Non-DBE/BD is unable to complete the work.

Positive Contact means active and documented solicitation of DBE and other subcontractors. Advertising the prime's intention to bid or contacting individual DBEs is deemed a positive contact.

Project owner means any political subdivision such as a city or county which provides match to federal highway funds and uses NDDOT's electronic bidding system to let their projects to bid. The Department "owns" state projects.

Quoter means a DBE or a Non-DBE subcontractor (under/over $500,000), brokers, vendors, regular dealers/suppliers, and manufacturers at any tier who submits quotes to another contractor.

Race/Gender Conscious (RGC) goals are those focused specifically on assisting DBEs. The RGC portion of NDDOT's 2016 overall 6.22 percent DBE goal is 2.75 percent.

Responsible Bid Proposal means a bidder's proposal in which the project goal has been achieved, or the bidder demonstrates Good Faith Efforts (GFE) as outlined in this Special Provision.

Subcontractor means any firm intending to perform work, or intending to perform work and supply the materials, which were intended for their work on the project. All subcontractors must attach a list of DBE subcontractors intended for use to their quote when submitting it to the prime contractor.

Subcontractor quoting over $500,000 means a subcontractor whose quote is over $500,000 on any project and who is not a supplier, broker, vendor, regular dealer, or manufacturer. All aggregate providers are considered subcontractors, regardless of the amount of their quote.

Supplier means a party providing goods, services, and supplies on the project.

> **Broker** means an agent who, without having custody of the property, a) negotiates contracts of purchase, work, lease, or sale; b) buys and sells goods; or c) negotiates between buyers and sellers. See Counting DBE Participation section.
>
> **Regular Dealer** means a DBE 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. See Counting DBE Participation section.

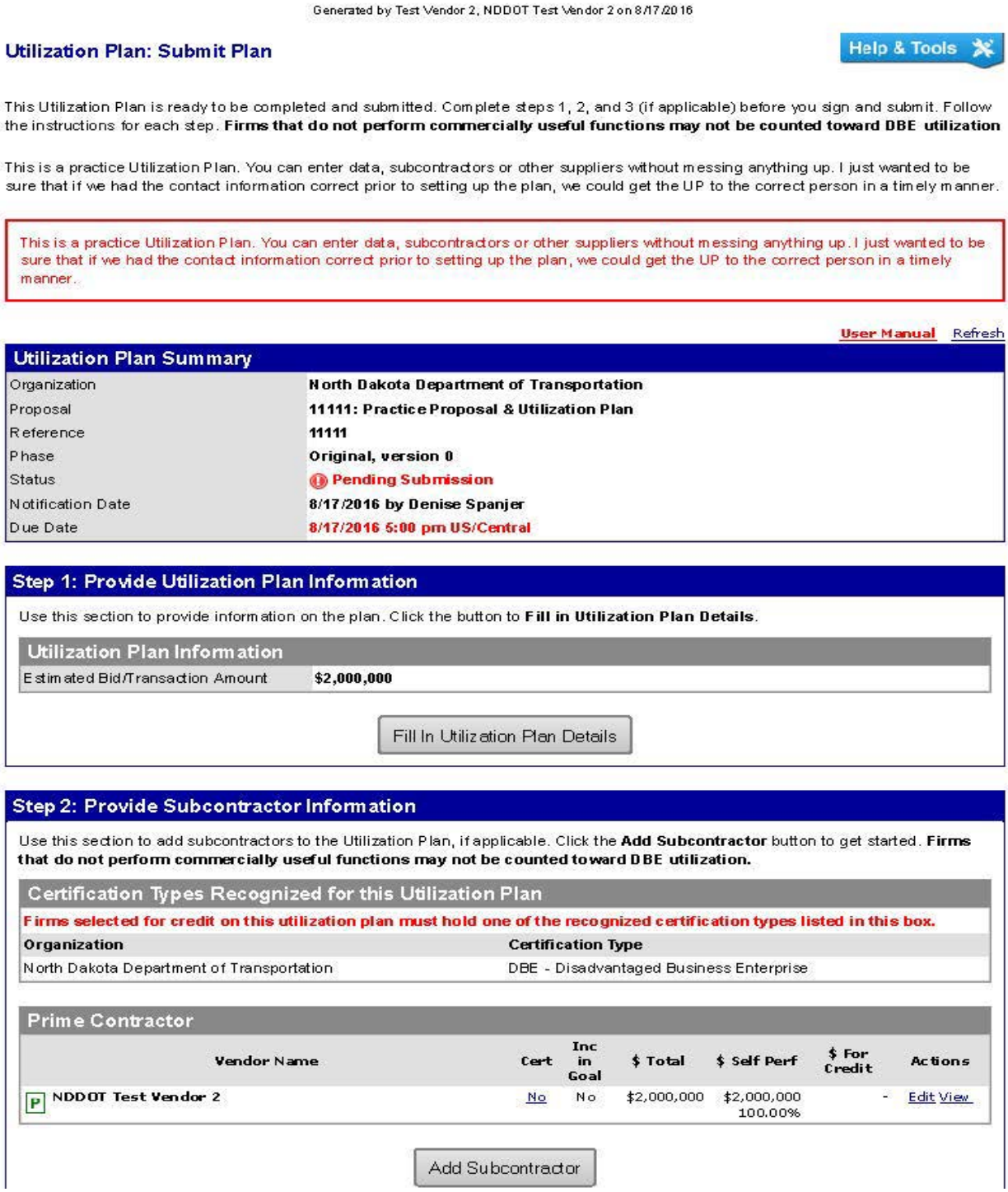
Tier means various levels of contractors on the job. For example a prime contractor's subcontractor (B) is referred to as the second tier. When B subcontracts with C, C becomes the third tier, etc.

Tied quote means the quote will be considered only if all of the bid items are included.

Untied quote means that any item or group of items quoted may be used for price noted on the quote whether one or all are used.

Utilization Plan (UP) is completed and submitted electronically by the prime to identify DBE and non-DBE

subcontractors and lists DBE participation on a given project. (Example below) – User Manual is available as a resource from a link on the first page of the UP.



Generated by Test Vendor 2, NDDOT Test Vendor 2 on 8/17/2016

Utilization Plan: Submit Plan

Help & Tools

This Utilization Plan is ready to be completed and submitted. Complete steps 1, 2, and 3 (if applicable) before you sign and submit. Follow the instructions for each step. **Firms that do not perform commercially useful functions may not be counted toward DBE utilization**

This is a practice Utilization Plan. You can enter data, subcontractors or other suppliers without messing anything up. I just wanted to be sure that if we had the contact information correct prior to setting up the plan, we could get the UP to the correct person in a timely manner.

This is a practice Utilization Plan. You can enter data, subcontractors or other suppliers without messing anything up. I just wanted to be sure that if we had the contact information correct prior to setting up the plan, we could get the UP to the correct person in a timely manner.

User Manual Refresh

Utilization Plan Summary

Organization	**North Dakota Department of Transportation**
Proposal	**11111: Practice Proposal & Utilization Plan**
Reference	**11111**
Phase	**Original, version 0**
Status	**Pending Submission**
Notification Date	**8/17/2016 by Denise Spanjer**
Due Date	**8/17/2016 5:00 pm US/Central**

Step 1: Provide Utilization Plan Information

Use this section to provide information on the plan. Click the button to **Fill in Utilization Plan Details**.

Utilization Plan Information

Estimated Bid/Transaction Amount	**$2,000,000**

Fill In Utilization Plan Details

Step 2: Provide Subcontractor Information

Use this section to add subcontractors to the Utilization Plan, if applicable. Click the **Add Subcontractor** button to get started. **Firms that do not perform commercially useful functions may not be counted toward DBE utilization.**

Certification Types Recognized for this Utilization Plan

Firms selected for credit on this utilization plan must hold one of the recognized certification types listed in this box.

Organization	Certification Type
North Dakota Department of Transportation	DBE - Disadvantaged Business Enterprise

Prime Contractor

Vendor Name	Cert	Inc in Goal	$ Total	$ Self Perf	$ For Credit	Actions
P NDDOT Test Vendor 2	No	No	$2,000,000	$2,000,000 100.00%	-	Edit View

Add Subcontractor

Instructions for submitting forms:

SFN 52750 – FORM A – DBE PARTICIPATION

The original Form A is submitted as part of the bidder's electronic bid proposal. Apparent low bidders must submit a revised Form A (SFN 52750) before the deadline if:

- Additional DBE Participation is achieved after the time of bid,
- Electronic Form A was incorrectly completed, or
- By request of the Department.

All subcontractors over $500,000 must submit Form A (SFN 52750) with their quotes to bidders and to NDDOT. Bidders should account for any intended use of DBEs by their subcontractors in order to more accurately reflect their DBE participation.

Download SFN 52750 from the NDDOT Website at: http://www.dot.nd.gov/forms/sfn52750.pdf

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (RGC)
North Dakota Department of Transportation, Civil Rights
SFN 52750 (10-2016)

FORM A

	Revision Date
Contractor	Telephone Number
Project Number	Bid Opening Date

to subquotes@nd.gov or upload this form to the project's Utilization Plan via the Civil Rights Certification & Compliance
m (https://dotn sityc ance 7 cale g.

evised Form A rep ddition the b s origin ms A s ed el ically at ne o
e life of the proj ges in listed o be erforme be perf l by a or to b plete
ontr app t th of ust b roved i g by th il Rig
of ork. No ent d hout h appro

PRINT ALL NUMBERS CLEARLY AND LEGIBLY.

List all DBE firms who quoted your firm on this project in Section 1, Section 2, and/or Section 3.

Section 1

List DBE firms to be used on the project.

1. List DBEs to be used by the bidder toward the project's goal.
2. List the DBEs to be used by subcontractors toward the project goal. Include the subcontractor's Form A listing the DBEs to the used by the subcontractor.
3. List the bid item numbers to be performed by DBEs and the total dollar value of the contract.
   Note whether the DBE firm is to perform a partial item (supply, haul, place, etc.) and state the reason(s) the DBE is not being used for the entire item.
   State name of the contractor who will perform the remaining portion.
4. DBE bidders: List the work to be performed with "own forces and equipment".
   Separately list any work to be subcontracted to DBEs and any materials to be purchased from DBEs.

X	DBE Firm		
	List Specific Bid Item Numbers or Products to be Supplied		Total Contract Dollar Value
	Percent DBE will do with own equipment/forces =		
	Percent Non-DBE trucker will perform =	If Regular Dealer, X 60% =	
	ADD FIRM		

Section 2:
List DBE firms not used because the bidder will self-perform or procure specific bid item numbers.

	DBE Firms not used; Bidder Self-Performing	Bid item numbers or products to be supplied by the bidder
X	1.	
	ADD FIRM	

Section 3:
List DBE firms not used due to bid differential and indicate which firm will be performing the work instead.

	DBE Firms not used; Bidder Differential	Firms to be used instead of DBE

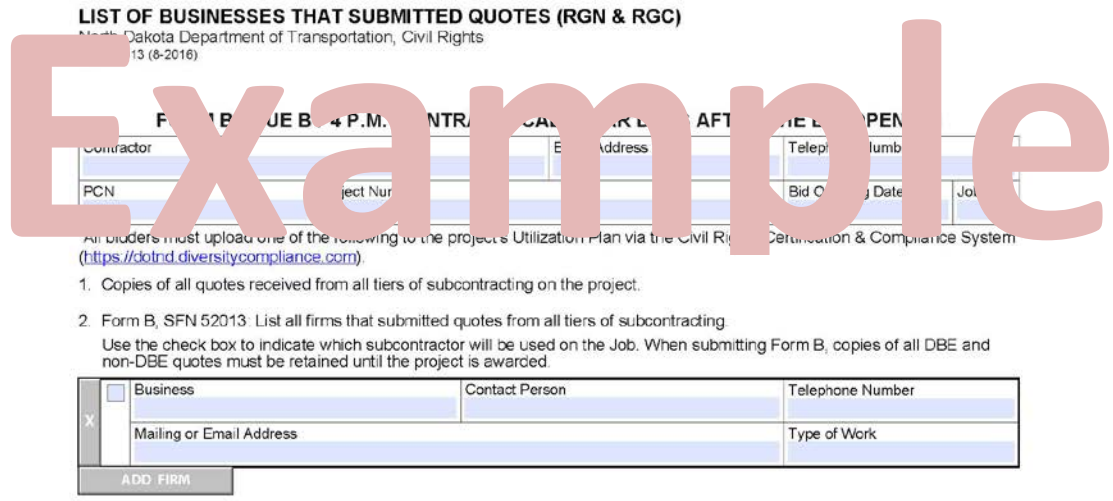
SFN 52013 – FORM B OR QUOTE COPIES

All bidders must submit one of the following:

- Copies of all quotes from all tiers of subcontracting or,
- SFN 52013, Form B - List of Businesses Submitting Quotes with a list of all businesses that submitted quotes from all tiers of subcontracting. When submitting Form B, copies of all quotes must be retained, by each bidder, until the job is awarded.

Bidders must indicate which subcontractor(s), suppliers, regular dealers, vendors, manufacturers, and brokers will be used on the job.

Download SFN 52013 from the NDDOT Website at: http://www.dot.nd.gov/forms/sfn52013.pdf



LIST OF BUSINESSES THAT SUBMITTED QUOTES (RGN & RGC)

North Dakota Department of Transportation, Civil Rights

SFN 52013 (8-2016)

Example

Contractor	Address	Telephone Number
PCN	Project Number	Bid Opening Date

All bidders must upload one of the following to the project's Utilization Plan via the Civil Rights Certification & Compliance System (https://dotnd.diversitycompliance.com).

1. Copies of all quotes received from all tiers of subcontracting on the project.
2. Form B, SFN 52013: List all firms that submitted quotes from all tiers of subcontracting.
   Use the check box to indicate which subcontractor will be used on the Job. When submitting Form B, copies of all DBE and non-DBE quotes must be retained until the project is awarded.

	Business	Contact Person	Telephone Number
X	Mailing or Email Address		Type of Work

ADD FIRM

SFN 52160 – INTENT TO USE

Submit one Form C - Notification of Intent to Use for each DBE or Non-DBE/BD to be used, through the Civil Rights Certification & Compliance System Utilization Plan.

The contractor and DBE and/or Non-DBE/BD must each sign the form; faxed or photocopied signatures are acceptable.

The apparent low bidder and their direct DBEs or their subcontractor(s) and the subcontractor(s) DBEs must submit signed copies of Form C (SFN 52160) before credit will be given toward DBE participation.

Download SFN 52160 from the NDDOT Website at: http://www.dot.nd.gov/forms/sfn52160.pdf

NOTIFICATION OF INTENT TO USE (RGN & RGC)
North Dakota Department of Transportation, Civil Rights
SFN 52160 (11-2016)

1. The [illegible] submit [illegible] Form C for [illegible] DBE [illegible] no [illegible] BE/BD [illegible] be u[illegible] on [illegible] subq[illegible]s@nd.gov or [illegible]01)32[illegible]643.
2. The [illegible] Form or no[illegible] BE[illegible] with si[illegible]ne for [illegible] faxed [illegible] photo[illegible] signatures [illegible] accep[illegible] Form C applies to all tiers of subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference between the information on Form A and Form C in the comments section below.

This form is not a contract and does not take the place of any contract. This form indicates to the NDDOT that all DBEs indentified on Form A will be used on the project.

Prime Contractor or Subcontractor		Project Number		
Intended DBE/ Non-DBE		Bid Opening Date		Job Number

	Spec & Code #	Work Description	(DBE) Percent of work to be done with own forces	Approx. Quantity	Unit Costs	Amount
X						

ADD EXPENSE

Total: $.00

Are there any agreements not addressed in your quote? ☐ Yes ☐ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities, and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title	Date
Intended DBE/Non-DBE Signature	Title	Date

SFN 60829 – Contractor Good Faith Efforts Documentation

Complete pages 1 and 2 of SFN60829, gather supporting documentation as instructed starting on page 2 of this DBE SP, and complete and submit this form with the DBE Participation Plan to demonstrate your Good Faith Efforts by 4 p.m. Central Time 5 CALENDAR days after the bid opening.

Download SFN 60289 from the NDDOT Website at: http://www.dot.nd.gov/forms/sfn60289.pdf

CONTRACTOR GOOD FAITH EFFORTS DOCUMENTATION
North Dakota Department of Transportation, Civil Rights
SFN 60829 (10-2016)

S t this form a the req d attac ts to doc ent th ntrac good fa effo to meet t roject go All s rting docume on evid faith bele d as ified th . Subm il to Subquotes d.gov y fax 01)32 43 b e dead with cal r days he b ening.

PART A - PRIME C TOR ORM ON

r			
Address	City	State	ZIP Code
Telephone Number	FAX Number	Email Address	
Contact Person	Title		

PART B - PROJECT DESCRIPTION

Date	Job Number	PCN	Project Number

PART C - CONTRACTOR PARTICIPATION ACHIEVEMENT DATA

Project DBE Goal Percent	Total DBE PARTICIPATION DOLLARS required to meet DBE GOAL (Total prime Bid dollar amount X DBE % Goal)
Contractor's DBE Participation Percent	

PART D - PROJECT SUMMARY AMOUNTS

1.	Total Prime Bid	
2.	Total Dollars Committed to DBEs - include all tiers (From Part E line 13)	0
3.	Total Dollars Committed to Non-DBEs (From Part F line 24)	0
4.	Total DBE Supplier Dollars not Counted but Committed (Total committed to DBE suppliers X 40% - include all tiers)	
5.	Work to be Performed by Prime (Add Part D lines 2, 3, and 4 subtract from Part D line 1)	0
6.	Percent of Work Performed by Prime (Divide Part D line 5 by Part D line 1)	
7.	Total DBE Participation (Add Part D lines 2 and 4)	$0.00

PART E - DBE COMMITMENTS Attach additional sheet if necessary.

	COMMITTED DOLLARS	DBEs WITH A COMPLETED FORM C to be used on the project	SPEC/CODES QUOTED
8.			
9.			
10.			
11.			
12.			
13.	$0.00	Total Dollars committed to DBEs	

SFN 60829
Page 3 of 3

PART H - Good Faith Efforts - SUPPORTING DOCUMENTS:

1. Use a cover letter to describe, in detail, all relevant issues which your firm wants NDDOT to consider in determining whether to award. Yes/No answers do not address Good Faith Efforts in the appropriate detail required by NDDOT to determine a bidder's GFE. If the letter does not detail a bidder's actions (as listed in the DBE RGC Special Provision and described below), the DBE Participation Review Committee may determine that the bidder has not made sufficient efforts toward meeting the project goal.
2. Explain the efforts your firm made in attempting to meet the project DBE goal prior to the bid opening.
   a. Which lower tier subcontractor(s) and what types of work did your firm ask to obtain DBE participation as a lower tier subcontractor? Describe the outcome of these efforts.
   b. Which DBE firms and types of work to meet the project goal did your firm identify using the DBE Directory located at: https://dotnd.diversitycompliance.com/?
   c. Which other areas of the project plans did your firm review to determine whether DBE participation was available on the project?
3. Provide a copy of any email or fax used to solicit additional participation after the time of bid. Explain how your firm identified additional work that could be subcontracted to a DBE firm.
   a. Include the following information; another format may be used provided all information requested is included.

DBE Firm Contacted	Person Contacted	Date & Time Contacted	Fax, Phone, or Email	Specific Responses, Number of Contacts

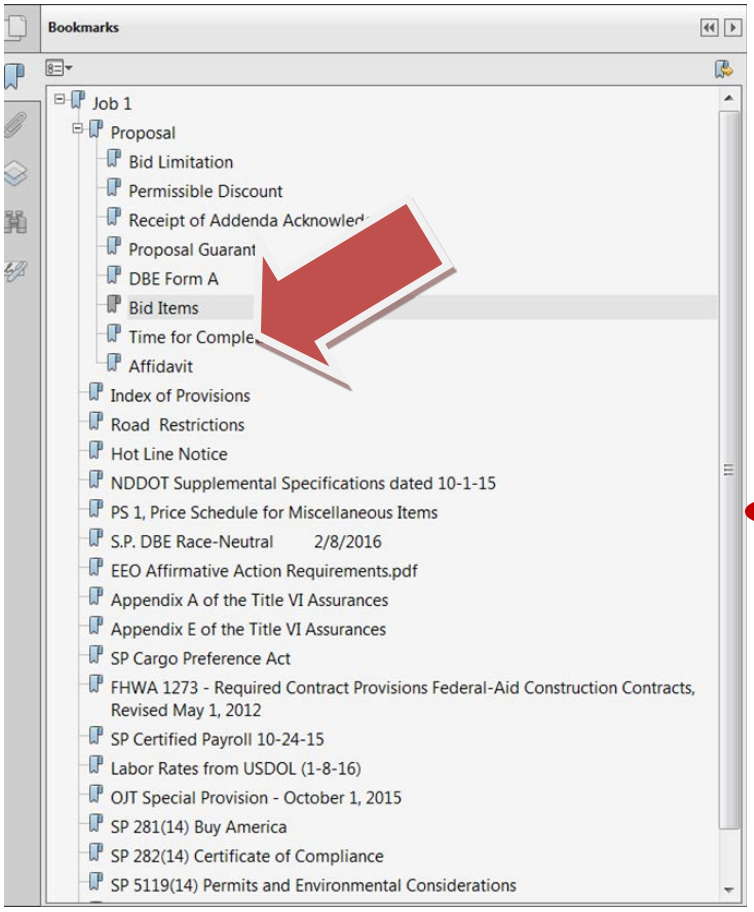
4. **Provide written Bid Differential - Apples to Apples Comparisons- like items must be compared to like items.**
   a. If a **non-DBE was selected over a DBE**, provide the quotes compared, a detailed comparison between the specific spec/code items quoted by the non-DBE and the DBE, the specific reasons for your selection, and a Form C with each firm selected.
   b. If the **prime contractor intends to self-perform the work quoted by a DBE**, provide a detailed comparison between the prime's costs for the specific spec/code items quoted by the DBE along with an explanation of the method of valuation of the prime's costs.
   c. Another format may be used provided all information requested is included.

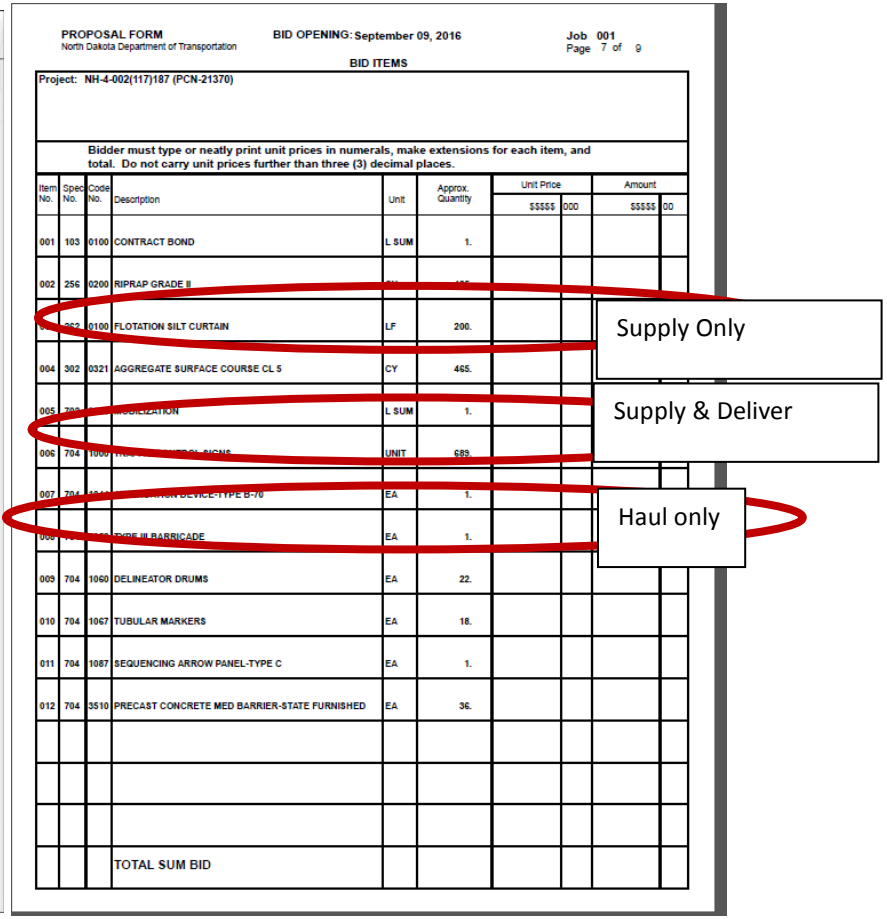
BID DIFFERENTIAL ANALYSIS FORM						DBE XYZ Contracting	Non-DBE ABC	Prime General Construction			
Spec No.		Description		Qty	Unit Price	Low Quote Price	Non-DBE Quoted Price	Self-Perform Price		Percentage	Dollar Difference
202	0119	REMOVAL OF CONCRETE									
202	0119	SAW CONCRETE	LF	54							
203	0101	COMMON EXCAVATION-TYPE A	CY	107,262							
203	0108	TOPSOIL-BORROW AREA	CY	31,269							
203	0109	TOPSOIL	CY	83,126							
				TOTALS							

USING THE PROPOSAL'S BID ITEMS TO IDENTIFY TYPES OF WORK FOR DBE SUBCONTRACTING

Example:

- Print the Bid Items Listing from the Project Proposal.
- Identify types of work your firm intends to subcontract out.
- Refer to the DBE Directory to determine the firms certified to perform the functions you've selected to subcontract.
- Identify whether there may be DBE subcontracting opportunities with your larger subcontractors
- Identify the projected costs of the types of work selected.
- Determine the percentage of the subcontracted amount by dividing the amount by your total expected bid amount.
- If at the time of bid your firm has not achieved the project's DBE goal, submit this plan with your DBE Participation Plan.





NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
EEO AFFIRMATIVE ACTION REQUIREMENTS

March 15, 2014

Bidders shall become familiar with the following requirements and be prepared to comply in good faith with all of them:

APPENDIX A

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

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

   a. Goals for Female Participation in Each Trade – Statewide 6.9%

   b. Goals for Minority Participation in Each Trade by County:
   Barnes, Cass, Dickey, Eddy, Foster, Griggs, LaMoure, Logan,
   McIntosh, Ransom, Richland, Sargent, Steele, Stutsman, Traill 0.7%

   Grand Forks 1.2%

   Benson, Cavalier, Nelson, Pembina, Ramsey, Towner, Walsh 2.0%

   Burleigh, Morton 0.4%

   Adams, Billings, Bowman, Dunn, Emmons, Golden Valley, Grant,
   Hettinger, Kidder, Mercer, Oliver, Sheridan, Sioux, Slope, Stark, Wells . . .1.3%

   Bottineau, Burke, Divide, McHenry, McKenzie, McLean, Mountrail,
   Pierce, Renville, Rolette, Ward, Williams 4.4%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause specific a - firmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a)

and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall notify the Office of Fe eral Contract Compliance Programs, in writing, within ten working days of award of any subcontract in excess of $10,000. The notification shall include the name, address, and telephone number of the su - contractor and their employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

   Notification should be sent to

   U.S. Department of Labor/ESA
   OFCCP
   Denver District Offic
   1244 Speer Boulevard
   Denver, Colorado 80202
   Phone: 720-264-3200
   Fax: 720-264-3211

4. As used in this "Notice" and in the contract for this project, the "covered area" is the State of North Dakota.

APPENDIX B

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications

   a. "Covered area" means the geographical area described in the proposal from which this contract resulted.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

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

   d. "Minority" includes:

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

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

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

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

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the proposal from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 1246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted

in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor. (Training programs approved by the North Dakota Department of Transportation are recognized by the U.S. Department of Labor.)

7. The Contractor shall take specific affirmati actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all Foremen, Superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources; provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to

the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the Company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing it with the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minorities and women, and where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring

all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and Company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and Suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all Supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligation

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p) The efforts of a Contractor association, joint Contractor- union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contracto 's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action sta - dards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm d - barred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termin -

tion, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations u der these specifications, shall impl - ment specific affirmative action steps, at least as extensive as those standards p - scribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.

14. The Contractor shall designate a responsible official to monitor all employment-r - lated activity to ensure that the Company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if an , employee identification number when assigned, social security numbe , race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, 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 will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

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. § 6101 *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 non-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).

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

CARGO PREFERENCE ACT (CPA)

DESCRIPTION

The Federal Highway Administration (FHWA) in partnership with the Federal Maritime Administration (MARAD) has mandated the implementation of 46 CFR 381 making the cargo preference requirements applicable to the Federal Aid Highway Program.

The requirements of this Special Provision apply to items transported by ocean vessel.

CONTRACT REQUIREMENTS

A. General

Utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage 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. Gross tonnage is computed separately for dry bulk carriers, dry cargo liners, and tankers.

Furnish a legible, English language copy of a rated 'on-board' commercial ocean bill-of-lading for each shipment of cargo described in the previous paragraph. Furnish the bill-of-lading within 20 days following the date of loading for shipments originating in the United States and within 30 working days following the date of loading from shipments originating outside the United States.

Furnish bills-of-lading to the Engineer and to the following:

Division of National Cargo
Office of Market Development
Maritime Administration
Washington, DC 20590

B. Subcontracts

Include the language in Section "A, General" of this Special Provision in all subcontracts issued pursuant to this contract.

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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

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

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

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 $10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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 journeymen 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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

9. Disputes concerning labor standards. 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen 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.

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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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” 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:

(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.

2. 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. 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.

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

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 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.

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 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).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

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

2. **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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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.

CONTRACT SPECIAL PROVISION
MANDATORY USE OF
AUTOMATED CERTIFIED
PAYROLL

All contractors on NDDOT federal-aid projects, including city/county projects, must file weekly Certified Payrolls, as required under Davis-Bacon and Related Acts (DBRA). **The NDDOT requires the use of LCPtracker, a paperless online system for entering and filing these certified payrolls. Certified payrolls in paper form will no longer be accepted, and all contractors must file their payroll electronically.**

After award, the Prime Contractor (Prime) must:

1. Designate an individual as Prime Approver for the project. The Prime Approver will oversee DBRA payroll for all subcontractors of all tiers on the project. A contractor may inform the NDDOT Civil Rights Division (CRD) that the same individual will be Prime Approver on all projects. CRD will set up the Prime Approver Account for the project. Thereafter, the Prime Approver will have the responsibility to use the Account to approve all payroll on the project. Until payroll is approved by the Prime Approver, it cannot be viewed by the NDDOT and it is not deemed submitted to the NDDOT.

2. The prime contractor has the responsibility to assign subcontractors within the LCPtracker system to the project and to ensure that all subcontractors are aware of the necessity to file payrolls electronically and are set up within the system. Any subcontractor not on Approved Subcontractor List or the Qualified Contractor List must register and be placed one of these lists before entry of the subcontractor into LCPtracker. These lists may be found at https://www.dot.nd.gov/pacer/qualified.htm and https://www.dot.nd.gov/pacer/registered.htm. Only Prime Approvers or the CRD may enter subcontractors into LCPtracker.

3. The prime contractor has the responsibility to see that all required payrolls are filed by subcontractors of all tiers. If payroll is rejected or project staff otherwise requests a correction of payroll by any subcontractor on the project, the prime contractor has a responsibility to see that corrected payroll is submitted.

4. For further information on certified payroll, go to the NDDOT Labor Compliance/LCPtracker page at https://www.dot.nd.gov/divisions/civilrights/laborcompliance.htm. On this page, contractors will find a Getting Started on LCPtracker Guide and a Prime Approver Guide. Recorded trainings are also available on this page for both contractors and prime approvers. Contractors can obtain an LCPtracker user name and password by calling the NDDOT Civil Rights Division at (701) 328-2605 or (701) 328-2576.

09/06/2017

CONTRACT SPECIAL PROVISION
MANDATORY USE OF ONLINE
DBE PROJECT PAYMENT REPORTING

Payments made to all tiers of subcontractors must be reported electronically using the B2GNow system. Paper forms (Monthly Record of DBE Project Payments – SFN 60638) will no longer be accepted.

After award, the Prime Contractor (Prime) must:

1. Create a new account if not already in the system. Create a user for each employee who will use the system. If there is no account already set up, you can email Customer Support directly from the Account Lookup page. Your email address will be your user ID. Customer Support will email you with the information you need to log in.

2. Once the project has been awarded and the Utilization Plan (UP) has been created in the system and assigned to the contractor it must be filled out and submitted. An automated email message will be sent to a designated individual within the company alerting them that a UP is pending. Log into the system using the link provided in the email. For each contract the Prime must add all DBE and non-DBE subs being used on the project. When all information has been provided submit the UP. Civil Rights will review the UP and if everything is in order it will be approved. If changes need to be made the UP will be returned to the contractor and they will have 7 days to make the necessary adjustments and resubmit. If DBE or non-DBE subcontractors are added after the initial UP is set up the Prime can submit a request for them to be added.

3. Once the UP is submitted the project is "locked in" after Financial Management has processed the project in their system. After a UP is locked in payments from NDDOT to the Prime are reported through the system. The Prime must start reporting DBE and non-DBE subcontractor payments through the system in accordance with prompt pay guidelines outlined in the contract.

4. A user manual for UP's and recording project payments is available to the contractors within the system. After login they can go to View>>My Utilization Plans and they will find the guide on the top of the Utilization Plan screen. They do not have to have a current UP assigned to them to see this guide. The guide is also on the actual UP page when a UP is assigned to them.

5. For further information on the Certification and Compliance System, go to the NDDOT Civil Rights page at https://www.dot.nd.gov/divisions/civilrights/civilrights.htm. There is various training available on a regular basis, to sign up for training go to the main Certification and Compliance System page and click the "Training and Events" box. Contractors that need to obtain an account or need subcontractors set up within the system should call the NDDOT Civil Rights Division at (701) 328-3116 or email civilrights@nd.gov

10/3/2017

LABOR RATES FROM U.S. DEPARTMENT OF LABOR

NDDOT's *Davis-Bacon Wage and Payroll Requirements Handbook* is available at:
www.dot.nd.gov/manuals/civilrights/davisbacon.pdf

U.S. DEPARTMENT OF LABOR

STATE	COUNTY	DECISION NO.	PAGE
NORTH DAKOTA	STATEWIDE	ND170002	1
		DATE OF DECISION: 1-6-17	

Revised 1-13-17 (Mod. No. 1)
Revised 7-7-17 (Mod. No. 2)
Revised 9-15-17 (Mod. No. 3)
Revised 10-6-17 (Mod. No. 4)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W/Pensions	Vacation	App. Tr	Others
CARPENTERS	$27.40	$ 6.70			
CEMENT MASONS/FINISHERS	27.40	6.70			
LINE CONSTRUCTION:					
Lineman	41.50	5.50 + 29%			
Cable Splicer	41.50	5.50 + 29%			
Line Equipment Operator	35.50	5.50 + 29%			
Groundman	23.67	5.50 + 19%			
ELECTRICIANS:					
Electrician	40.51	9.10 + 10.5%			
Cable Splicer	40.91	9.10 + 10.5%			
(Adams, Billings, Bottineau, Bowman, Burke, Burleigh, Divide, Dunn, Emmons, Golden Valley, Grant, Hettinger, McHenry, McKenzie, McLean, Mercer, Morton, Mountrail, Oliver, Pierce, Renville, Rolette, Sheridan, Sioux, Slope, Stark, Ward, and Williams Counties)					
Electrician	30.13	12.36			
Cable Splicer	28.30	11.26			
(Barnes, Benson, Cavalier, Dickey, Eddy, Foster, Grand Forks, Griggs, Kidder, La-Moure, Logan, McIntosh, Nelson, Pembina, Ramsey, Ransom, Richland, Sargent, Steele, Stutsman, Towner, Traill, Walsh, and Wells Counties)					
Electrician	14.72	3.40			
(Cass County)					
WELDERS:					
Receive rate prescribed for craft performing operation to which welding is incidental					
LABORERS:					
Group 1					
Drill Runner Tender; Flaggers and Pilot Car Drivers; General Construction Laborer; Light Truck and Pickup Driver; Pipe Handler; Sack Shaker (cement and mineral filler); Salamander Heater and Blower Tender	19.70	2.50			

1-6-17
Revised 1-13-17 (Mod. No. 1)
Revised 7-7-17 (Mod. No. 2)
Revised 9-15-17 (Mod. No. 3)
Revised 10-6-17 (Mod. No. 4)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W/Pensions	Vacation	App. Tr.	Others
LABORERS: (CONT.)					
Group 2 Bituminous Worker (Shoveler, Dumper, Raker, and Floater); Brick and Mason Tender; Bulk Cement Handler; Carpenter Tender; Chain Saw Operator; Chipping Hammer, Grinders, and Paving Brakers (tamper-dirt); Concrete Bucket Signalman; Concrete Curing Man (not water); Concrete Saw Operator; Concrete Vibrator Operator; Conduit Layer, telephone or electrical; Culvert Pipe Layer; Form Setter (pavement); Gas, Electric, or Pneumatic Tool Operator; Kettleman (bitum. or lead); Multiplate Pipe Layer; Power Buggy Operator; Semi Skilled Laborer	$19.95	$ 2.50			
Group 3 Bottom Man (sanitary sewer, storm sewer, water, and gas lines); Caisson Worker; Concrete Mixer Operator (one bag capacity); Mortar Mixer	20.10	2.50			
Group 4 Drill Runner (includes Wagon Churn or Air Track); Pipe Layers (sanitary sewer, storm sewer, water, and gas lines); Powderman, gunite and sandblast; Nozzleman; Reinforcing Steel Setters/Tiers: Concrete Finisher Tender	20.85	2.50			
POWER EQUIPMENT OPERATORS:					
Group 1 All Cranes, 60 tons and over; Cranes doing piling, sheeting, dragline/clam work; Derrick (Guy and Stiff);Gentry Crane Operator; Helicopter Operator; Mole Operator or Tunnel Mucking Machine; Power Shovel, 3-1/2 cy and over; Traveling Tower Crane	28.60	16.15			
Group 2 All Cranes, 21 tons and up to 59 tons; Backhoe Operator, 3 cy and over; Creter Crane; Dredge Operator, 12" and over; Equipment Dispatcher; Equipment Foreman, Finish Dozer, Finish Motor Grader; Front End Loader Operator, 8 cy and over; Master Mechanic (when super-vising 5 or more Mechanics); Mon-O-Rail Hoist Operator; Power Shovel, up to and including 3-1/2 cy; Tugboat	27.70	16.15			

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W/Pensions	Vacation	App. Tr.	Others
POWER EQUIP. OPERATORS: (CONT.)					
Group 3 All Cranes, 20 tons and under; Asphalt Paving Machine Operator; Asphalt Plant Operator; Automated Grade Trimmer; Backhoe Operator, 1 cy up to and including 2-1/2 cy; Boom Truck, Hydraulic, 8 tons and over; Cableway Operator; Concrete Batch Plant Operator (electronic or manual); Concrete Mixer Paving Machine Operator; Concrete Paver, Bridge Decks; Concrete Pump; Concrete Spreader Operator and Belt Placer; Crushing Plant Operator; Dozer Operator; Dredge Operator or Engineer, 11" and under; Drill Rigs, Heavy Duty Rotary or Churn or Cable Drill; Front End Loader Operator, 3-1/2 cy up to and including 7-1/2 cy; Gravel Washing and Screening Plant Operator; Locomotive, all types; Mechanic or Welder, Heavy Duty; Motor Grader Operator; Pavement Breaker, Non-Hydro Hammer Type: Pipeline Wrapping, Cleaning, and Bending Machine Operator; Power Actuated Auger and Horizontal Boring Machine Operator, 6" and over; Refrigeration Plant Engineer; Roto Milling Machine (Surface Planer), 43" and over; Scraper Operator; Slip Form Concrete Paving Operator; Tandem Pushed Quad 9 or similar; Tractor with Boom Attachment; Trenching Machine Operator, 100 H.P. and over	$27.45	$16.15			
Group 4 Articulated/Off Road Hauler; Asphalt Dump Person; Asphalt Paving Screed Operator; Backhoe, up to and including 1/2 cy; Boring Machine Locator: Con-sole Board Operator; Curb Machine Operator, Distributor Operator (Bituminous); Forklift Operator; Front End Loader, 1-1/2 cy up to and including 3 cy; Grade Person; Gravel Screening Plant Operator (not Crushing or Washing); Greaser; Lazer Screed Operator; longitudinal Float and Spray Operator; Micro Surfacer Machine; Motor Grader Operator (Haul Road); Paving Breaker, Hydro Hammer Type; Pugmill Operator; Push Tractor; Roller, Steel and Rubber on Hot Mix Asphalt Paving; Rotomill Machine (Surface Planer), up to and including 42"; Rumble Strip Machine; Sand and Chip Spreader; Self-Propelled Sheepsfoot Packer with or without Blade Attachment; Self-Propelled Traveling Soil Stabilizer; Sheepsfoot					

1-6-17
Revised 1-13-17 (Mod. No. 1)
Revised 7-7-17 (Mod. No. 2)
Revised 9-15-17 (Mod. No. 3)
Revised 10-6-17 (Mod. No. 4)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W/Pensions	Vacation	App. Tr.	Others
POWER EQUIP. OPERATORS: (CONT.)					
Group 4 (cont.) Packer with Dozer Attachment, 100 H.P. and over; Shouldering Machine; Slip Form, Curb and Gutter Operator; Slurry Seal Machine; Tamping Machine Operator; Tie Tamper and Ballast Machine; Trenching Machine Operator, 46 H.P. up to and including 99 H.P.; Truck Mechanic; Tub Grinder; Well Points; Fuel/Lube Operator	$27.30	$16.15			
Group 5 Boom Truck, A-Frame or Hydraulic, 2 tons up to and including 7 tons; Broom, Self-Propelled; Concrete Saw (power operated); Cure Bridge Operator; Front End Loader Operator, less than 1-1/2 cy; Mobile Cement Mixer; Oiler; Power Actuated Auger and Horizontal Boring Machine Operator, up to and including 5"; Roller (on other than hot mix asphalt paving); Vibrating Packer Operator (Pad Type) (Self-Propelled); Water Spraying Equipment, Self-Propelled; Skidsteer Operator with attachments	26.45	16.15			
Group 6 Brakeman or Switchman; Curb Machine Operator (Manual); Dredge or Tugboat Deckhand; Drill Truck Gravel/Testing Operator; Form Trench Digger (Power); Gunite Operator Gunall; Paint Machine Striping Operator; Pick-up Sweeper, 1 cy and over Hopper Capacity; Scissor Jack (Self-Propelled) Platform Lift; Straw Mulcher and Blower; Stump Chipper Operator; Tractor Pulling Compaction or Areating Equipment; Trenching Machine Operator, up to and including 45 H.P.; Assistant/Apprentice Operator	25.15	16.15			
TRUCK DRIVERS:					
Single-Axle Truck	28.02	12.65			
Tandem- and Tri-Axle Truck	28.14	12.65			
Tandem- and Tri-Axle Semi	28.45	12.65			
Lowboy	28.45	12.65			
Off Road Heavy Duty End Dumps, 20 Yards and Under	28.45	12.65			
Euclid, Over 20 Yards	29.97	12.65			

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 [29 CFR, 5.5 (a) (1) (ii)].

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION (NDDOT)
2017 ON-THE-JOB TRAINING PROGRAM SPECIAL PROVISION

The bidder's signature on the proposal sheet indicates the bidder agrees to take part in the On-the-Job Training (OJT) Program and to follow the OJT Program Manual and Special Provision. Contractors that fail to do so will be subject to suspension of progress payments or sanctions up to and including revocation of bidding privileges.

OJT is training conducted in a highway construction work environment designed to enable minority, female, and economically disadvantaged individuals to learn a bona fide skill and qualify for a specific occupation through demonstration and practice.

After a training program and trainee candidate have been approved, the contractor begins training its regular employee according to the approved program. The goal of this training is to retain the trainee as a permanent employee. OJT involves individuals at the entry level. Training is designed to help participants reach their fullest potential and become self-sufficient in the job.

I. POLICY STATEMENT

The purpose of the OJT Program is to provide training in the highway construction industry for minority, female, and economically disadvantaged individuals, from this time known as the targeted group. Pursuant to 23 Code of Federal Regulations Part 230, Subpart A, Appendix B - Training Special Provisions, this program provides for on-the-job training aimed at developing journey-level workers in skilled trades.

The Contractor shall take all necessary and reasonable steps to ensure that minorities and women have the opportunity to compete for and participate as trainees or apprentices and to develop as journey-level workers employed in the skilled trades.

Contractors should select a training program(s) based on their company's employment/staffing needs as stated in the OJT Program Manual.

II. INTRODUCTION/PROGRAM BACKGROUND

The OJT Program was originally prepared through the cooperative efforts of the Associated General Contractors of North Dakota (AGC); the Federal Highway Administration (FHWA); the North Dakota Department of Transportation (Department); and, other program stakeholders.

Successful operation of the OJT Program requires contractors to follow uniform and basic training procedures, keep records of trainee progress, and report each trainee's completion or termination.

III. ASSIGNED OJT POSITIONS

A. Trainee positions are assigned contractors based only on federal highway dollars awarded from October 1 to September 30. Trainee assignments are not project specific; that means the contractor may train program participants on any project where training opportunities exist.

The number of trainee positions assigned will be determined by formula based on calculations involving particular project specification numbers on applicable projects. The types of projects NOT applicable in the calculation to assign trainee positions are:

- County-only or state-only funded projects
- Emergency relief, concrete pavement repair (CPR), electrical, rest area, signing, striping projects
- Projects subject to Tribal Employment Rights Ordinances (TERO)
- Projects not let through NDDOT bid openings

B. Contractors will receive the number of positions assigned and links to resources necessary for completion of program requirements via email.

C. The number of trainee positions assigned to each contractor will increase proportionately, as shown below, for any applicable federally funded projects awarded to them.

For all federal highway dollars awarded from October 1 to September 30:

6,000,000	to 15,000,000	1	trainee
15,000,001	to 23,000,000	2	trainees
22,000,001	to 31,000,000	3	trainees
31,000,001	and above	4	trainees

A maximum of four (4) trainee positions in a federal fiscal year will be assigned to any prime contractor regardless of dollar amount. Carryover positions from a prior construction season are not included in the four trainee maximum, e.g., a contractor with one carryover and four assigned positions may have a total five trainees.

Failure to follow this OJT Special Provision and the accompanying OJT Program Manual may result in suspension of progress payments or sanctions up to and including revocation of bidding privileges.

IV. FUNDING

The Department will establish an OJT fund annually from which contractors may bill the Department directly for eligible trainee hours. The funds for payment of trainee hours on federal-aid projects will be made available based on 23 USC 504(e) to a maximum of $100,000. The funds for payment of trainee hours on state-aid only projects will be allocated to a maximum of $10,000.

V. ONLINE RESOURCES

OJT Program Manual: Includes program requirements, wage rates, and curriculum:
https://www.dot.nd.gov/divisions/civilrights/docs/ojtprogram.pdf

SFN 60226 Request for On-the-Job Training Program and Trainee Approval:
http://www.dot.nd.gov/forms/sfn60226.pdf

SFN 51023 Voucher for On-the-Job Training Program Hourly Reimbursement:
http://www.dot.nd.gov/forms/sfn51023.pdf

Davis-Bacon and Related Acts (DBRA) Handbook: https://www.dot.nd.gov/manuals/civilrights/davisbacon.pdf

VI. APPROVALS REQUIRED

A. Requests for Training Programs and Trainee Approvals must be submitted to Civil Rights Division (CRD). Contractors must request and receive program and trainee candidate approval in order to pay trainees less than the established Davis-Bacon wage for the job classification concerned. No training program hours will count toward the fulfillment of an assigned trainee position or be eligible for reimbursement without prior approval. No retroactive approval will be granted.

1. Submit SFN 60226 *Request for On-the-Job Training Program and Trainee Approval* with each trainee's employment application. http://www.dot.nd.gov/forms/sfn60226.pdf and the pre-approved training curriculum for each trainee position assigned by April 1 or within fifteen (15) calendar days of notification of any additional position assignments.

2. Submit *SFN 7857 Application for Eligibility,* Job Service North Dakota (JSND) approval of an economically disadvantaged individual for participation in the OJT Program.

B. Pre-approved curriculum: NDDOT's OJT Program Manual contains pre-approved training curriculum for a number of skilled trade positions. Contractors should select a training program(s) based on their company's employment/staffing needs.

C. Customized curriculum: To request a training curriculum not included in the pre-approved curriculum, submit a written request for approval by NDDOT and FHWA.

The request must include:

- A training curriculum, including the classification requested, minimum number of hours required, and type of training the individual will receive to achieve journey-level worker status.
- A minimum wage scale.

If approved, each new classification must comply with the provisions specified in the OJT Program Manual. No hours worked prior to approval will be credited toward completion of the customized training program. Training programs for classifications not covered by the Davis-Bacon and Related Acts (DBRA) will be considered on a limited basis.

The contractor may commence its "customized" training as of the date of the written approval.

D. Union apprenticeship and on-the-job training programs registered with the Bureau of Apprenticeship and Training (BAT), U.S. Department of Labor, may be used for trainee positions assigned under the OJT Program, provided the trainees or apprentices are minority, female, or economically disadvantaged. Nonminority males not certified as economically disadvantaged may only be used when the contractor has requested and received approval, from the Department, for additional trainee positions. The apprenticeship indenture agreements serve as the trainee's job application and must be provided prior to any hours being credited toward OJT Program completion.

E. Power Equipment Operators:

The contractor may train an individual on a combination of equipment if each piece of equipment falls within the same groups of power equipment operators identified in the training curricula (groups 1-3 and groups 4-6). These power equipment operator groups are referenced to the federal DBRA wage rates contained in the contract proposal. As an example, a "utility operator" may receive training on a broom, a front-end loader less than 1½ cubic yards, or other piece of equipment that is used around a paver if each piece falls within either groups 1-3 or groups 4-6. When multiple wage rates apply, the trainee's wage will be based on the equipment being operated at the time or on the highest of the applicable wage rates.

Use of the classification "pickup machine operator (asphalt dump-person)" as a group 4 power equipment operator is considered standard industry practice. The classification is defined as: "Operates the controls on the pickup machine that runs in front of the paver, trips the levers on the dump trucks, and balances the loads for the paver. The pickup machine operates on similar principles as a shouldering machine."

F. Contractors not qualifying for the OJT Program, or contractors desiring to train more than the allotted number of trainees, may apply to the Department for additional trainee positions. Approval of additional positions will be at the sole discretion of the Department. The Department will take into consideration whether there is enough work for the trainee to successfully complete the curriculum and whether the contractor will be exceeding the allowable ratio of trainees to journey-workers (generally considered to be one trainee or apprentice to every three to five journey-workers).

The additional positions may be filled by individuals outside of the targeted groups. The contractor may pay the reduced training rates to additional trainees outside of the targeted groups, but will not receive hourly reimbursement for any individuals who are outside the targeted groups.

VII. NDDOT'S RESPONSIBILITIES

A. The NDDOT OJT supportive services (OJTSS) consultant will monitor excerpts from the weekly certified payrolls submitted with the monthly vouchers for reimbursement. This includes weekly payrolls from

contractors working on state funded only projects. On contracts where certified payrolls are not required and not available for supporting documentation, contractors may enter trainee wages, hours in training, and the project control number(s) (PCN) in a spreadsheet to support their reimbursement vouchers. In this case, contractors should work with OJTSS to assure that all information required for payment is provided. The OJTSS consultant will assess when the trainees have completed the specified number of hours and their wages are increased accordingly. The OJTSS consultant will also assure that applicable fringe benefits are paid either directly to the trainees or for the trainee into approved plans, funds, or programs.

B. The OJTSS consultant is charged with visiting trainees and monitoring their progress under the OJT Program. To facilitate the on-site visits, the OJTSS consultant will contact contractors for the location of the trainees weekly.

VIII. CONTRACTOR'S RESPONSIBILITIES

A. Consistently demonstrate efforts to recruit, hire, and train candidates for the OJT Program.

B. Assign each trainee to a particular person–either a supervisor or an employee proficient in the skills to be trained–who shall see that the trainee is given timely, instructional experience. This person must be familiar with the OJT Program, keep proper records, and ensure completion of the required training hours in accordance with the training curriculum.

C. Appoint a company employee who will be available and responsive to weekly contacts by the OJTSS consultant. OJTSS monitors the status of assigned trainee positions (e.g., program and trainee approvals, trainees' progress, etc.). The OJTSS consultant will contact the individual listed on the company's approved SFN 60226 Request for OJT Trainee Approval. This person must reply to communications from the Department and the OJTSS consultant in a timely manner.

D. Make trainees available to the OJTSS consultant for at least two on-site visits during the construction season.

E. Make the trainer and project superintendent available to the OJTSS consultant for at least two on-site visits each construction season.

F. Make trainees aware they are formally enrolled in the OJT program.

G. Identify trainees on the payroll excerpts, for example: "grp. 4 roller operator trainee." This includes trainees in job classifications not covered by DBRA. Handwritten notes are appropriate for identification.

H. Notify the Department when a trainee completes the number of hours required to graduate from the OJT Program. The Department will issue the trainee a certificate of completion and a wallet-sized card as proof of the graduate's successful training program completion.

I. Notify the Department to "propose graduation" or discontinue the training period of a trainee who has completed 90% or more of their hours and thereafter advance the trainee to journey-worker status.

J. Elect to upgrade proficient trainees from one power equipment operator group or truck driver group to another, with the approval of CRD. Fewer hours are required to complete the upgraded position.

Minimum number of hours required:

Power Equipment Operator Groups 4-6 to Groups 1-3 = 400 hrs.
Class C Truck Driver to Class B = 200 hrs.
Class B Truck Driver to Class A = 200 hrs.

Depending on the variety of experience the trainee has gained under the previous curriculum, the difference in the hours may be deducted from the actual operation of the piece of equipment or truck. The contractor will need to review the trainee's past performance in order to make this determination.

K. May hire commercial driver's license (CDL) holders as truck driver trainees. Those having over-the-road driving experience, with little or no highway construction experience, may be considered to have completed

the Class C truck driver training curriculum and, therefore, are eligible to be upgraded to a Class B truck driver trainee, with the approval CRD.

L. May transfer trainees from one project to another in order to complete the OJT Program. If transfers are made, CRD must be notified and provided with the name of the trainer. The training hours will count toward overall OJT Program completion.

M. May train trainees on municipal, private, out-of-state projects or other non-highway work. These training hours must be paid at the OJT minimum wage scale to count toward their OJT Program completion; however, no program reimbursement will be made for those hours.

N. May delegate or reassign trainee positions to subcontractors, with the acceptance of the subcontractors and the approval of CRD. The prime contractor must verify that the trainee will be able to accumulate enough hours to complete his or her training program. If approved, the subcontractor must obtain training program and trainee approval from CRD before the trainee begins work under the OJT program. Program reimbursement will be made directly to the prime contractor. The trainee position will remain the responsibility of the prime contractor.

O. May use trainees on projects subject to TERO requirements as part of the core crew or as part of the skilled labor supplied by the contractor. The training hours will count toward overall OJT Program completion; however, no program reimbursement will be made for those hours unless it is a NDDOT let project.

P. May not use one trainee to simultaneously fill multiple trainee positions

Q. May use a trainee on a piece of equipment in groups 1-3 or groups 4-6 for one assigned trainee position, then once that trainee has completed the program, the trainee may be trained on a different piece of equipment in groups 1-3 or groups 4-6 to fulfill a second assigned trainee position. When a trainee is used for a second time within a group, the contractor must pay that trainee at the higher wage rate as described in paragraph B under Wage Rates (page 8).

IX. CLASSROOM TRAINING

A. Classroom training may be used to train employees. Each classroom training curriculum must be pre-approved by CRD if the contractor wishes to count the classroom hours as training hours and be reimbursed.

Submit a proposed classroom training curriculum to CRD for approval. Define the type of training the individual will receive, classroom training curriculum, and the minimum number of hours required. The Department will determine the number of hours of credit each trainee will receive toward their training. No retroactive approval will be granted.

B. Contractors will be reimbursed for classroom training hours after the trainee has completed 80 hours of work on highway construction projects.

C. Reimbursement for classroom training will be limited to 60 hours per trainee per construction season. Reimbursement for classroom training required under the NDDOT Transportation Technician Qualification Program will be at the NDDOT discretion.

D. The minimum wage scale to be used for classroom training will be that of the first federal-aid highway construction project on which the trainee will be employed. If the trainee is already employed on a federal-aid highway construction project, the trainee will be paid in accordance with the minimum wage scale applicable to that project. However, if the first project on which the trainee will be employed is a state funded only contract, the minimum wage scale to be used for the classroom training will be that of the appropriate DBRA wage in effect at the time of award of the state funded contract.

X. WAGE RATES

A. When the contractor is submitting the trainee's hours toward training program, wages paid shall in no case

be less than that of those stated in the approved curriculum. A trainee working on a state funded only project, must be paid the DBRA wage rate in effect at the time of award for the type of work the trainee is performing as a trainee.

B. The minimum wage rates shall not be less than 80% of the journey-worker rate for the first two quarters of training, 85% of the journey-worker rate for the third quarter, and 90% of the journey-worker rate for the fourth quarter.

- Under the power equipment operator training curricula only, once a trainee has completed a training curriculum in either groups 1-3 or groups 4-6, the contractor may enroll the trainee in another training curriculum on a different piece of equipment in either groups 1-3 or groups 4-6.
- The minimum wage rate under the trainee's second program shall not be less than 85% of the journey-worker rate for the first two quarters of training, 90% of the journey-worker rate for the third quarter, and 95% of the journey-worker rate for the fourth quarter.
- For the purpose of the OJT Program, a quarter is 25% of the hours the trainee works toward completion of their approved program. The first two quarters of a 550-hour training curriculum would end after 275 hours, the third quarter after 138 hours, and the fourth after 137 hours.

C. At any time hours are being attributed toward the completion of the approved training program, trainees shall be paid full fringe benefit amounts, where applicable, in accordance to DBRA requirements.

D. At the completion of the OJT Program, the trainee shall receive the wages of a skilled journey-worker.

XI. RECRUITMENT AND SELECTION

A. Prerequisites:

Trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn, ability to follow instructions, and an aptitude to maintain a safe work environment.

B. Licenses:

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B, and C trucks. When an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

1. Holds a license corresponding to the vehicle being operated;
2. Has had at least one year of driving experience; and
3. Is occupying the seat next to the driver.

C. Recruitment:

1. Place notices and posters setting forth the contractor's Equal Employment Opportunity (EEO) Policy and the availability of the OJT Program in areas readily accessible to employees, applicants for employment, and potential employees.
2. Employ members of the targeted group (minority, female, or economically disadvantaged individuals) for all trainee positions assigned in accordance with the OJT Program. Additional positions requested by the contractor may be filled by individuals outside of the targeted groups.
3. Conduct systematic and direct recruitment through public and private employee referral sources.
4. Screen present employees for upgrading to higher skilled crafts. A present employee may qualify as a trainee; however, no work hours will be reimbursed or counted toward program completion prior to training program and trainee approval by CRD.

D. Selection:

1. Hire and enroll OJT trainee candidates who qualify as an individual in the targeted group.

2. Select a training program(s) based on their company's employment/staffing needs.

3. Individuals in the targeted group having experience in the selected curriculum may be eligible to participate in the OJT Program providing they:

    - Are not or have not been journey-workers in the selected curriculum, and/or
    - Have not been previously trained in the selected curriculum.

4. Non-minority males who are economically disadvantaged must obtain written certification from Job Service North Dakota (JSND) to qualify for the OJT Program. Contractors wishing to hire and enroll economically disadvantaged candidates must provide JSND's certification along with SFN 60226 and the employment application when requesting trainee approval.

    - JSND is the only agency that may certify an individual as economically disadvantaged. If JSND refers the candidate to the contractor, written certification under this category will be provided to the contractor at the time of the interview.
    - Any person wishing to obtain this certification must apply to JSND and complete the Workforce Investment Act Program's Application for Eligibility (SFN 7857). A contractor recruiting a candidate who may qualify must contact the Workforce Investment Act Program Manager at JSND. JSND contacts are also online: http://www.dot.nd.gov/divisions/civilrights/docs/jobservice-workforce-invest-contacts.pdf

XII. BASIS OF PAYMENT

A. Contractors will be paid $4.00 for each hour of training in accordance with the OJT Program Manual.

B. Reimbursement will be made directly to the contractor. Complete SFN 51023 Voucher for On-the-Job Training Program Hourly Reimbursement for each trainee. Attach excerpts from the weekly certified payrolls showing the trainee's hours, rate of pay, and how applicable fringe benefits were paid. Excerpts from weekly payrolls are also required for state funded only projects. Vouchers without excerpts from payrolls will not be paid until the excerpts are provided. If the excerpts from the payrolls are not provided within one week, the voucher will not be paid and the trainee's hours will not be credited toward completion. http://www.dot.nd.gov/forms/sfn51023.pdf

C. On contracts where certified payrolls are not required and not available for supporting documentation, contractors may enter trainee wages, hours in training, and the project control number(s) (PCN) in a spreadsheet to support their reimbursement vouchers. In this case, contractors should work with OJTSS to assure that all information required for payment is provided.

D. Submit completed vouchers to CRD for approval and processing by the fifteenth (15^{th}) calendar day of every following month the trainee is employed under the OJT Program.

Regardless, all vouchers for trainee hours worked on state funded only projects from July 1 to June 30 must be received by CRD no later than July 15 in order to be reimbursed. All vouchers for trainee hours worked on federally funded projects from October 1 to September 30 must be received by CRD no later than October 15 in order to be reimbursed. This is due to state and federal end-of-the-year budget fiduciary requirements.

XIII. FAILURE TO PROVIDE THE TRAINING OR HIRE THE TRAINEE AS A JOURNEY-WORKER

A. The contractor is required to consistently demonstrate efforts to recruit, hire, and train candidates for the OJT Program.

B. If the contractor does not show in a timely manner good faith efforts to recruit, hire, and train candidates in the targeted group, the Department may withhold progress payments

C. If payments have been made, the Department will deduct the amount paid from the contractor's progress

payment.

D. No payment shall be made to a contractor for failure to provide the required training or failure to hire the trainee as a journey-worker when such failure is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this OJT Program Special Provision.

E. Hiring a trainee to begin training as soon as feasible after start of work is evidence of a contractor's good faith efforts to comply with the OJT Program requirements. Additional evidence supporting a contractor's good faith efforts would be to keep the trainee employed as long as training opportunities exist in the approved work classification or until the trainee has completed his or her training program.

F. It is not required that all trainees be employed for the entire length of the construction season. A contractor will have fulfilled its responsibilities under this OJT Special Provision if it has provided acceptable training to the number of trainees assigned.

XIV. UNFILLED OR INCOMPLETE TRAINEE POSITIONS

A. By October 1, provide written explanation of the firm's good faith efforts for unfilled or incomplete trainee assignments to CRD. CRD will decide, on a case-by-case basis, whether to carry the assigned positions over to the next construction season.

B. Positions carried over from the previous construction season must be among the first positions filled at season startup. To notify CRD of the trainee's rehiring, submit *SFN 60226 Request for On-the-Job Trainee Approval*, marking 'Check if Carryover Trainee' in the Approved Training Program section of the form. There is no need for the training position or a returning trainee to be re-approved.

C. Sanctions, up to and including revocation of bidding privileges, may be imposed on the contractor for failure to provide sufficient explanation and documentation for reasons assigned trainee positions when unfilled or incomplete.

XV. DEFINITIONS

Carryover Position: Incomplete trainee position carried forward from a prior program year.

Carryover Trainee: Trainee scheduled to continue training hours under prior year's approved program.

CRD: NDDOT's Civil Rights Division administers the NDDOT On-the-Job Training Program.

Good Faith Efforts: Documentation supporting a contractor's efforts to fulfill the program requirements, e.g., new hires list, advertising examples/locations, current employees reviewed for upgrades, etc.

Journey-worker: A worker employed in a trade or craft who has attained a level of skill, abilities, and competencies recognized within the industry.

OJT Supportive Services (OJTSS): Department contractor providing in-person oversight, support, and guidance to contractors and trainees to increase the effectiveness of approved training programs.

Trainee: A person who receives training through an apprenticeship program or other FHWA approved program.

Trainer/Supervisor: Contractor's employee assigned to train, supervise, and support a trainee.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

1. GENERAL

Install, maintain and remove appropriate Temporary Erosion and Sediment Control Measures (ESCMs).

Definitions:

A. Temporary Erosion and Sediment Control Measures are to be installed and maintained before and during the term of the land disturbance activity. These items are removed when permanent erosion and sediment ESCMs are installed.

B. Permanent Erosion and Sediment Control Measures are to be installed and maintained once the project is completed so that the applicable permits can be terminated.

In some instances, individual temporary and permanent erosion and sediment ESCMs for a site may consist of identical ESCMs. In these cases, the temporary erosion and sediment ESCMs may be used as the permanent erosion and sediment ESCMs if they meet the following criteria:

1. The ESCM was installed correctly,
2. Is in a functional condition,
3. Has had all accumulated sediment removed.

C. The Stormwater Pollution Prevention Plan (SWPPP) is the document that identifies potential sources of sediment or other pollution from construction activity and ensures practices are used to reduce the contribution of pollutants from construction site runoff.

D. Contractor Controlled Areas are project areas not included in the contract, but are obtained and solely controlled by the Contractor (e.g., concrete or asphalt batch plants, concrete washout areas, equipment staging yards, material storage areas, excavated material disposal areas, Contractor furnished borrow areas, etc.).

E. Maintenance is any action taken to keep an ESCM in working condition. These actions may consist of repairing failures of the ESCM itself.

F. Noncompliance is any action or inaction that violates the regulations imposed by the applicable permits or the requirements of this special provision and other contract documents. Failure of an ESCM does not necessarily constitute noncompliance as long as the ESCM is repaired, replaced or supplemented within the timelines established in the applicable permits and no sediment is discharged from the site or into a water of the state.

2. CONSTRUCTION REQUIREMENTS

Develop a SWPPP specific to the project. The creation of the SWPPP is a cooperative effort between the NDDOT who creates the project plan sheets and the Contractor who creates a complete SWPPP which incorporates the plan sheets and the Contractor's means and methods. The project plan sheets by themselves do not meet the requirements of a complete SWPPP and should not be considered as such. The Contractor has the flexibility to modify the design and implementation of the temporary erosion and sediment controls to match the Contractor's means and methods and/or field conditions. These changes must be documented in the SWPPP and meet all regulatory requirements.

Obtain appropriate permit coverage for the activities conducted in Contractor Controlled Areas. A permit will be required for these areas regardless of their size. The NDDOT will have no responsibility for these areas. Provide copies of the completed and signed Notice of Intent submitted for permit coverage to the Engineer before activities in these areas commence. Do not commence activities in these areas until after permit coverage has begun. Provide copies of Permit Coverage Letters for these areas to the Engineer within 7 days of receiving them from the regulating agency.

Install perimeter erosion and sediment ESCMs according to the plans/SWPPP prior to site disturbance.

Change the location of temporary erosion and sediment ESCMs to fit the field conditions.

Update the SWPPP as work progresses, or as directed by the Engineer. Update the SWPPP to show changes due to revisions in work schedules or sequence of construction. Update the site map to reflect erosion and sediment ESCMs that have been installed, changed, or removed.

Do not rely on perimeter ESCMs as the sole method of controlling erosion. As the project progresses, install temporary erosion and sediment ESCMs within the perimeter ESCMs to control erosion resulting from the construction of the project.

Use temporary erosion and sediment ESCMs to prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.

Coordinate temporary erosion and sediment ESCMs with the construction of permanent erosion and sediment ESCMs to provide continuous erosion control. Do not install temporary erosion and sediment ESCMs when permanent erosion and sediment ESCMs are able to be installed. Once the permit is terminated or transferred to the Department, the maintenance of the permanent erosion and sediment ESCMs becomes the responsibility of the NDDOT.

Install stabilization ESCMs (mulch, seeding and mulch, etc.) in areas that have been disturbed where work has temporarily or permanently ceased following the timelines established in the applicable permits. If implementation of stabilization is precluded by snow cover, undertake such measures as soon as conditions allow.

Maintain the effectiveness of the temporary erosion and sediment ESCMs as long as required to contain sediment runoff. Inspect the temporary erosion and sediment ESCMs and complete the inspection and maintenance reports every 14 days and within 24 hours of a rainfall event of 0.25 inch or more. During prolonged rainfall (more than 1 day), conduct an inspection within 24 hours of the first day of the event and within 24 hours after the end of the event. Inspections are required only during normal business hours. Install a rain gauge to monitor rainfall amounts as required by the appropriate permit.

Correct any deficiencies in the ESCMs within the timelines established in the applicable permits. If conditions do not permit access to the ESCM, corrective actions can be taken by installing additional ESCMs. Correct the original deficiencies as soon as conditions allow access to their location without causing additional damage to the slopes. In the inspection logs, document the conditions that prohibit access.

Provide copies of all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the applicable permits to the Engineer. Provide inspection and maintenance reports within 3 working days after an inspection has been conducted.

Provide, at the preconstruction conference, documentation of any Subcontractor hired for erosion control showing that the Subcontractor's on site supervisor is certified through the NDDOT Erosion & Sediment Control Construction Certification Training. This certification must be maintained by the Subcontractor's onsite supervisor through the term of the contract. The Engineer will provide a verification of their certification through the NDDOT Erosion & Sediment Control Construction Certification Training at the preconstruction conference and will maintain that certification through the term of the contract.

Provide immediate written notification to the Engineer of proposed changes to the erosion control plan or SWPPP. The Engineer will review the proposed changes and determine if they are adequate. Documentation of maintenance and inspections that does not affect the erosion control plan or SWPPP does not require approval by the Engineer.

Remove the temporary devices when directed by the Engineer or when permanent erosion and sediment controls are installed.

3. Erosion and Sediment Control Supervisor.

A. General. Designate an erosion and sediment control supervisor. Provide the name and contact information for the supervisor at the preconstruction meeting. If this erosion and sediment control supervisor becomes unavailable on the project, designate a replacement supervisor. Notify the Engineer if this supervisor changes and provide the contact information for the new supervisor.

B. Qualifications. The supervisor shall be:

1. An employee of the Prime Contractor;

2. Familiar with installation, maintenance and removal of ESCMs and the requirements of the erosion and sediment control plans, applicable permit requirements, specifications, plans and this provision; and

3. Competent to supervise personnel in erosion and sediment control operations.

4. Certified through the NDDOT Erosion & Sediment Control Construction Certification Training and maintain that training throughout the term of the contract.

C. Duties. The supervisor shall:

1. Provide erosion and sediment control as required by the SWPPP, Plans, and Specifications.

2. Be on the site to supervise the installation, operation, inspection, maintenance, and removal of the erosion and sediment ESCMs.

3. Update the SWPPP as work progresses to show changes due to revisions in work schedules or sequence of construction, or as directed by the Engineer. Update the site map to reflect erosion and sediment ESCMs that have been installed, changed, or removed.

4. Propose changes to improve erosion and sediment control.

5. Be accessible to the job site within 24-hours.

6. Provide the Engineer with documentation of all erosion and sediment control activities and inspections as required above.

4. PERFORMANCE

Correct all areas of noncompliance within 24 hours after notification of noncompliance. If corrective actions are not taken within 24 hours, the Engineer may:

1. Assess a contract price reduction of $500 per day per instance;

2. Have deficiencies corrected by another Contractor and deduct the cost of the work from the monies due or to become due to the Contractor;

3. Suspend all work; or

4. Withhold payment on other contract items/pay estimates.

These actions will be applied until deficiencies have been corrected.

5. BASIS OF PAYMENT

ESCM installation will be paid for at the contract unit price for erosion and sediment control for the appropriate items and sections. The plans will detail the required ESCMs for temporary and permanent installations. The same bid items may be used for temporary and permanent ESCMs.

ESCM items will be measured as specified in the “Method of Measurement” portion of the appropriate section of the specifications.

ESCM item removal will be paid for at the contract unit price for “Remove _____”in the appropriate section of the specifications.

Include the costs for labor, materials, maintenance, equipment, disposal, adherence to the permit, and SWPPP modifications in the respective pay items.

When the Engineer directs the replacement of temporary erosion and sediment ESCMs that are no longer functional because of deterioration or functional incapacity and those items were installed as specified in the Contract or as directed by the Engineer, the Department will pay for replacement ESCMs

No payment will be made for replacing temporary erosion and sediment ESCMs that the Engineer determines are ineffective because of improper installation, lack of maintenance, or the Contractor’s failure to pursue timely installation of permanent erosion and sediment ESCMs as required in the Contract.

No payment will be made for replacing temporary erosion and sediment ESCMs due to contractor operations. Include the cost to move Flotation Silt Curtain as work progresses in the price bid for “Flotation Silt Curtain”.

Erosion and sediment controls for Contractor Controlled Areas are the responsibility of the Contractor and will not be paid for by the Department.

Removal of sediment from silt fence and fiber rolls will be paid for at the price listed in the “Price Schedule PS-1.”

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

BUY AMERICA

DESCRIPTION

Replace Section 106.08, "Buy America", with the following:

Buy America.

A. General.

Provide materials from domestic sources when products are permanently incorporated into the work and the products are composed of steel or iron materials.

Ensure all manufacturing processes, including applications of coatings, occur in the United States. A coating includes all processes required to apply the coating to a product to protect or enhance the value of the product.

The requirements of this SP are not applicable to the temporary iron and steel materials, including materials left in place at the Contractor's convenience.

B. Steel and Iron Certification.

1. General.

All certifications are submitted by the prime Contractor. When submitting certifications for materials that are subject to the requirements of this section, the prime Contractor shall include a signed letter stating that the submitted documentation is the documentation that was received by the prime contractor for the material incorporated into the work. The prime Contractor's signature on the Department's Certificate of Compliance form meets this requirement.

2. Bulk Manufactured Materials.

In addition to the requirements of Section 106.01 C, "Certificate of Compliance", submit a contractor's Certificate of Compliance stating that the iron and steel products listed in Table 1 that are permanently incorporated into the work are of domestic origin.

Table 1

Mailbox supports	Cable Fence Materials
Chain Link Fence Materials	Barbed Wire Fence Materials
Guardrail Components	Woven Wire Fence Materials
Culvert Markers	Delineators
Perforated Tube Sign Supports and Related Materials	

3. Other Steel and Iron Products.

For steel and iron products permanently incorporated into the work that are not listed in Table 1, submit a manufacturer's Certificate of Compliance as specified in Section 106.01 C, "Certificate of Compliance" and the following information:

a. A signed mill test report.
b. A signed certification from each fabricator and manufacturer that has handled the steel and iron products affirming that all processes performed on the steel and iron products were conducted in the United States.
c. Material descriptions, quantities, and a means of material identification (lot number, bin number, heat number, or factory identification) for each process performed on the steel and iron products.

Each certification shall contain the material identification from all previous fabricators and manufacturers in the process.

C. Foreign or Uncertified Products.

These requirements allow the use of steel and iron products produced and manufactured outside the United States, or products that cannot be certified as originating in the United States, of a total value less than 0.1 percent of the original contract amount, or $2,500, whichever is greater.

The total value is that shown to be the cost of the steel and iron products as delivered to the project site.

Document the cost of:

- Foreign steel and iron products, plus
- Steel and iron products which cannot be certified as originating in the United States.

Submit the documentation of foreign and uncertified products with the certifications required in Section B, “Steel and Iron Certification” of this SP.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

CERTIFICATE OF COMPLIANCE (CoC)

DESCRIPTION

Section 106.01 C, “Certificate of Compliance” is no longer valid. Use this Special Provision in place of that section.

Certificate of Compliance

A Certificate of Compliance (CoC) states that the materials represented by the CoC comply with the contract requirements.

All materials manufactured off-site require either a Manufacturer or Contractor CoC. Materials listed in Table 1 require a Manufacturer CoC. All other materials require a Contractor CoC.

Submit a CoC before incorporating the material into the work. Submit CoC’s electronically. Some materials require the submission of additional information as part of the CoC. When this is required, the contract documents will state the additional requirements.

The Department will not include quantities of material represented by a CoC on a progressive estimate until the Contractor has fully met the CoC requirements.

The Department may sample, test, and inspect material represented by a CoC at any time before project acceptance, and will accept or reject materials based on inspections or test results.

A. Manufacturer Certificate of Compliance.

A Manufacturer CoC requires the signature of a person having the legal authority to act for the material manufacturer. The manufacturer and prime contractor must sign the Manufacturer CoC.

Provide Manufacturer CoC for the products shown in Table 1. The entity batching Portland Cement Concrete is considered the manufacturer.

Table 1
Manufacturer Certificates of Compliance

Section	Item
604	Prestressed Concrete Beams
606	Precast Reinforced Concrete Box Culverts
802	Portland Cement Concrete
804	Cement (excluding Section 802) and Lime
820	Fly Ash (excluding Section 802)
830	Pipe and Drainage Structures
834	Structural Steel
836	Reinforcing Steel, Dowel Bars, and Tie Bars
840	Piling

Table 1
Manufacturer Certificates of Compliance

846	Preservatives and Pressure Treatment Process for Timber (excluding materials provided under Sections 752 and 764)
858	Geosynthetics

Submit Manufacturer CoC using the form *Manufacturer Certificate of Compliance (SFN 61041)*.

B. Contractor Certificate of Compliance.
A Contractor CoC requires the signature of a person having the legal authority to act for the prime Contractor. The prime Contractor may require the manufacturer, supplier, or subcontractor to sign the Contractor CoC.

Submit Contractor CoC using the form *Contractor Certificate of Compliance (SFN 61040)*.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

WORK DRAWINGS SUBMITTALS

DESCRIPTION
Section 105.08 B, "Work Drawings Submittal Requirements" and Section 105.08 C, "Engineer's Response to Work Drawings" are no longer valid. Use this Special Provision in their place.

105.08 WORK DRAWINGS

B. Work Drawing Submittal Requirements.
Submit work drawings by either of the following methods:

1. **Paper Submittal.**
   Submit a cover letter and two copies of the work drawings to the Engineer.

2. **Electronic Submittal.**
   To submit the work drawings electronically to the Engineer, post a cover letter and one electronic copy of the work drawing to the Department's managed file transfer (MFT) website. Follow the requirements of NDAC Title 28 for all submittals.

   Contact the Engineer to receive instructions describing how to upload files to the MFT website.

C. Engineer's Response to Work Drawing.
Allow 21 days for the Engineer to review the work drawing. The Engineer will respond in one of the following ways:

- No Exceptions Noted;
- Returned for Correction;
- Not Required for Review; or
- Not Acceptable.

If the work drawing is returned stating "Returned for Correction" or "Not Acceptable", make necessary revisions and resubmit the work drawing as specified in Section 105.08, "Work Drawings".

After the Department has reviewed the work drawings, the Department will return the reviewed work drawing submittal to the Contractor as follows:

- If a paper submittal, the Engineer will return the reviewed drawings to the Contractor.

- If an electronic submittal, the Department will post reviewed work drawings on the MFT site and will send an email notification to the Contractor that the reviewed work drawings are available on the MFT site. Retrieve the reviewed work drawings from the MFT site within 30 calendar days. The Department will delete files from the MFT site after 30 calendar days.

Include the cost of drafting and submitting work drawings in the contract unit price for the relevant contract items.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

Haul Roads

DESCRIPTION

Section 107.08, “Haul Roads” is no longer valid. Use this Special Provision in its place.

107.08 HAUL ROADS

A. General.

Before submitting a proposal, contact the appropriate State, County, Township, or City officials to determine if there are any roadways that will be designated as “no haul” routes.

Notify the Engineer of each public road proposed for use as a haul road before hauling over that route. The Engineer will designate the most practical route for transporting materials and designate the route as a “haul road,” upon completion of the pre-haul inspection unless deemed unacceptable by a local jurisdiction request.

Change the route of a designated haul road only with the Engineer’s written approval. For route change requests made for the Contractor’s convenience, the Engineer may require an agreement limiting the Department’s liability for the cost of maintenance and restoration of the haul road.

The Engineer will consider the entire haul cycle, loaded and empty, when designating haul routes.

B. Designation of Haul Roads

The Engineer will not designate paved roads off the state system as haul routes.

The Engineer will not designate a road susceptible to severe damage from concentrated heavy hauling as a haul road unless no alternate route is available. Investigate alternate routes before submitting a proposal.

If the Contractor desires to haul on a road that the Engineer determined to be unsuitable for hauling, the Engineer will designate that road as a haul road if the Contractor provides improvements that the Engineer and Contractor agree make the road suitable. Make these improvements at no additional cost to the Department.

If the Engineer determines that pre-haul improvements to a designated haul road will reduce the maintenance or restoration costs, the Department will pay for the materials used to make pre-haul improvements.

A route used to haul material from a commercial pit to the project site is not considered a haul road. A commercial pit is a pit that meets one of the following criteria at the time the project is advertised:

1. The pit has long-term facilities in place and partially derives its annual sales from ongoing operation and sources other than Department or other short-term government contracts;

2. The operator owns the land or has a long-term lease, and did not primarily set up and equip the pit at the location to serve Department contracts; or

3. The operator regularly advertises the availability of material for public sale and has facilities available for effecting public sales at times when there are no government contracted projects utilizing the pit.

C. Pre-Haul Inspection.

Before hauling over a designated haul road, the Engineer, the Contractor, and the agency charged with control and maintenance of the route will make a joint inspection of the haul road. The joint inspection will determine the existing condition of the haul road, including the type, thickness, and width of the surfacing material. The Engineer will record the results in an inspection report. The inspection report will set forth any special conditions for use, maintenance, and restoration of the route. The Contractor, the Engineer, and the agency charged with control and maintenance of the route shall review and sign the report.

D. Use, Maintenance, and Restoration.

Maintain the haul roads used by public traffic in a condition that safely and adequately accommodates public traffic.

If the Contractor damages the haul road by hauling loads in excess of the legal limit, or through negligence or failure to perform maintenance, the Contractor shall repair the damage; the Department will not pay the Contractor for the repairs.

After completing hauling operations over a designated haul road, restore the road to a condition at least equal to the condition existing at the time of the pre-haul inspection. The Engineer will order the type and amount of maintenance and restoration work and the requirements for performing this work.

Maintain and restore the road as required despite the use of the haul road concurrently by other traffic. For haul roads jointly used by multiple contractors on Department contracts, the Engineer will determine the respective obligations for maintenance and restoration.

For haul roads under Department jurisdiction, the Department will only relieve the Contractor of any further obligation for restoration of the road when the Contractor has restored the road to the condition required in the pre-haul inspection report, as accepted in writing by the Engineer. For haul roads under other jurisdiction, obtain a haul road release from the agency charged with control or maintenance of the route and submit a copy of the executed release to the Engineer.

If the Engineer determines that dust from hauling operations on designated haul roads is creating a hazard to traffic or a nuisance to the public, apply water to the haul road as necessary to control the dust.

E. Materials and Construction.

Materials and construction methods used in performing maintenance and restoration work shall meet the requirements of the relevant specifications.

F. Method of Measurement.

The Engineer will measure all approved quantities of material ordered by the Engineer for pre-haul improvements, maintenance, and restoration of designated haul roads as specified in the applicable portions of the contract. The Engineer will measure water used for dust control as specified in Section 216.05, “Method of Measurement”.

G. Basis of Payment.

The Department will pay the Contractor for measured quantities of material ordered by the Engineer for pre-haul improvements, maintenance, and restoration of designated haul roads in accordance with Section 109.03, “Compensation for Contract Revisions.”

The Department will not pay the Contractor for the costs to maintain and restore routes used to haul materials from commercial pits. Include these costs in the contract unit prices of the relevant contract items.

If maintenance and restoration work only requires the use of equipment, the Department will not pay the Contractor for the costs to use the equipment. Include these costs in the contract unit prices of the relevant contract items.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

CONDITIONS OF CONTRACT AWARD

PROJECT NHU-4-002(116)149 – PCN 21174

This contract includes installing pipe that will be either reinforced concrete or flexible pipe as specified in section 51 of the plans.

The Bidder must bid both of the following options for the bid to be considered a responsive bid:

- Option 1 is Pipe Conduit Storm Drain

- Option 2 is Reinforced Concrete Pipe Storm Drain

A “zero” bid for an option will not be considered a responsible bid. Bids that are not responsive fail to meet the requirements of the “Invitation to Bid” and will not be accepted.

The contract will be awarded to the lowest responsible bidder, defined as the bidder with the lowest sum total of the base bid and the lower amount of the two options bid.

The Project Bids software will determine the total bid amount by calculating the lowest sum total of the base bid and the lower amount of the two options bid.

The Department and the City reserve the right to construct the project with the pipe option of the choice after award of the contract.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

LIMITATIONS OF OPERATIONS

DESCRIPTION

Section 108.05, “Limitations of Operations” is no longer valid. Use this Special Provision in its place.

108.05 LIMITATION OF OPERATIONS

A. General.

Perform the work in a manner and sequence that minimizes interference to traffic, and with due regard to the location of detours and provisions for handling traffic. Do not begin work to the prejudice or detriment of work already started; the contract may require a section of roadway to be finished before starting additional sections if the opening of the section is essential to public convenience.

If the prosecution of the work is discontinued, provide the Engineer at least 24-hours notice before resuming operations.

B. Holidays.

Unless the contract allows work on holidays, perform work on holidays only with the Engineer’s prior written approval. Submit a written request to the Engineer by noon 2 business days before the requested holiday.

C. Night-time Operations and Extended Hours.

1. General.

When performing work in low light conditions, implement proper safety precautions and provide adequate lighting for the performance and inspection of the work.

2. Nighttime Operations.

Unless the contract allows for nighttime operations, perform work at night only with the Engineer’s prior written approval.

Submit a written request to the Engineer a minimum of 7 calendar days before anticipated nighttime operations. The Engineer may deny the request or delay approval if it would require additional staffing considerations. If nighttime operations requires the Engineer to hire additional forces, nighttime operations may not be allowed for up to 30 days from the receipt of the request.

When requesting to perform nighttime operations, include a plan to ensure the safety of all individuals on the project site, including the Contractor’s and subcontractor’s workers, Department representatives, and the traveling public.

The Department bears no liability for costs or delays resulting from the Engineer’s approval, rejection, or delay for staffing purposes of a request to perform nighttime operations.

3. Extended Hours.

Extended hours are allowed before sunrise with verbal notice given to the Engineer the previous day. Extended hours are allowed after sunset with verbal notice given to the Engineer that same day.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

BATTERY BACK-UP SYSTEM

Project #NHU-4-002(116)149 – PCN #21174

1. DESCRIPTION

This provision sets forth the minimum requirements for a complete emergency battery back-up system for use at traffic signals utilizing Light Emitting Diodes (LED) signals and pedestrian heads.

1.1 The requirements of the Battery Back-up System (BBS) include:
- 1.1.1 UPS with Inverter, Charger, Tap Switching Transformer and Internal Power Transfer Switch.
- 1.1.2 Automatic / Manual Bypass Transfer Switch unit.
- 1.1.3 Batteries
- 1.1.4 Battery Management System
- 1.1.5 Cabinet
- 1.1.6 Mounting hardware
- 1.1.7 Wiring

1.2 Ability to provide reliable emergency power to a traffic signal in the event of a power failure or interruption.

2. OPERATION

2.1 Provide the following operational modes when operating on battery power:
- 2.1.1 Full operation of all traffic signal devices
- 2.1.2 Flash operation
- 2.1.3 Combination of full and flash operation

2.2 Minimum run time of 8.0 hours of full time operation with a 450-watt load. The minimum battery size requirement is listed in section 7.0, Battery Type.

2.3.1 Compatibity with, and provide for full time operation with, the following:
- 2.3.1 Model 332, 336, and 337 ITS cabinets;
- 2.3.2 All NEMA style cabinets and enclosures including model Super P44 NEMA TS/2 cabinet
- 2.3.3 Model 170 and 2070 controllers
- 2.3.4 Advanced Transportation Controller (ATC) signal controllers
- 2.3.5 Econolite cobalt TS/2 signal controllers
- 2.3.6 All traffic signal cabinet components.

2.4 A minimum of 1100W/1100VA@25°C active output capacity with 83 percent minimum inverter efficiency with 30% minimum loading.

2.5 When operating in backup mode, the output required is 120VAC ± 2%, pure sine wave output, ≤3%THD, 60Hz ± 0.3 Hz.

2.6 The DC system voltage is 48VDC nominal.

2.7 The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, is 5 milliseconds (ms). The same maximum allowable time is applied when switching from the inverter line voltage to utility-line voltage. Transfers to and from battery operation will not interfere with the operation of the other equipment in the intersection.

2.8 The BBS and all components will operate without performance degradation over a temperature range of -40°C (-40°F) to +74°C (+165°F) with a maximum load of 70% of rated output of the BBS inverter.

2.9 The BBS feedback level will be tested and certified to Electrical Standards UL 1778 and CSA 107.3.

2.10 Surge protection compliant with IEEE/ANSI C.62.41 Cat. A & B.

2.11 Mean-Time-Before-Failure (MTBF) of 174,955 hours at a temperature of 25ºC (77ºF) and 103,030 hours at a temperature of 50ºC (122ºF) per Telcordia SR-232, 100% duty cycle, full load. Telcordia SR-232 certificate.

2.12 Installation, replacement, or removal of the BBS by using easily removable cables for AC input, AC output, DC input, external transfer control/alarm and battery temperature sense.

2.13 The AC input and output hard wired connections.

2.14 The DC connection will be a recessed one piece Anderson Style connector rated to handle the maximum DC current required by the inverter while running on batteries.

2.15 The battery temperature probe connection inputs will be panel-mounted Telco style connector.

2.16 In the event of inverter/charger failure, battery failure or complete battery discharge, the automatic bypass transfer switch must revert to Normally Closed (NC) (de-energized) state, where utility line power is connected to the cabinet.

2.17 The BBS Inverter Module must be able to shut down in order to protect against internal damage in the event of an overload at the output. The Inverter will support an overload up to 115% for 2 minutes and then turn off the inverter output. The fault recovers when the overload is removed and line power returns.

2.18 Provide a (2) time-of-day schedule settings programmable by the user.

- 2.18.1 The time-of-day schedule will allow the user to program schedule operational modes as required, per intersection.
- 2.18.2 The BBS time-of-day function when programmed will automatically change operational modes based on the time-of-day schedule. Operational modes shall be Red Flash or Full Operation.

2.18.3 The BBS will not switch from Flash Operation to Full Operation mode when the remaining battery capacity is ≤40 percent.

2.19 Prevent a malfunction feedback to the cabinet or from feeding back to the utility service.

2.20 In the event of BBS failure (inverter/charger or battery) or complete battery discharge, the internal power transfer relay will revert to Normally Closed (de-energized) state and provide utility power to the intersection when utility line power is available to the cabinet.

2.21 Initiate an automatic shutdown when battery output reaches 42.0VDC.

2.22 Equipped with an integral system to prevent the battery from destructive discharge or overcharge.

3. AUTOMATIC BYPASS TRANSFER SWITCH

3.1 Automatic/Manual Transfer Switch rated at 120VAC/30 amps.

3.2 Combination automatic/manual bypass switch. Placing the bypass switch in the “Bypass” mode transfers the intersection load from the UPS output directly to commercial power. AC commercial power must still be available to the UPS input, allowing the UPS to keep the batteries charged. An Inverter Input breaker be provided and located on the Bypass Switch so to shut off commercial power to the UPS input, allowing safely disconnecting and removing the inverter. With the inverter turned off, the batteries can be safely disconnected from the system.

3.3 Bypass indicator light that automatically notifies the user when the Manual bypass switch is in Bypass position. The indicator light will be illuminated when in UPS mode.

3.4 Optional bypass status relay with normally open, dry contacts that automatically close when the Manual bypass switch is in Bypass position.

3.5 The manual bypass switch and the automatic transfer relay are to be integrated together within the Automatic Bypass Transfer Switch allowing the manual bypass switch to be rated at 15 Amp and to be integrated with the bypass indicator light.

3.6 Contain terminal blocks capable of accepting #6 AWG wiring for the AC input and output with #10 AWG from the Automatic Bypass Transfer Switch to inverter/charger module.

4. FUNCTIONALITY

4.1 Double Buck/Double Boost – Line-Interactive, True UPS.

4.2 The Double Buck/Double Boost mode contain a minimum range of 88 - 175 VAC.

4.3 No user definable transfer set points for the buck boost mode.

4.4 Regulate output of the system between 108-130VAC whenever AVR mode is selected.. When the output of the system can no longer be maintained with this range, transfer to Backup Mode.

4.5 Equip the BBSwith an AC Input circuit breaker that protects both the UPS and the loads connected to the output. Should the AC Input breaker on the UPS trip, allow the UPS to go to inverter mode to power the intersection off of batteries. Should an overload condition still exist when the inverter is energized the inverter will revert to its internal electronic protection, preventing damage to the inverter due to the overload or short circuit condition, on the output. Once this overload condition is cleared the inverter will energize and power the intersection utilizing the available battery power. If the condition does not clear itself, the inverter will stay in the standby mode until manually cleared by a technician.

4.6 Flush mounted Battery circuit breaker installed on the front panel of the BBS inverter module.

4.7 User definable line qualify time. The user iscapable of selected a minimum of six (6) possible settings. The settings shall be 3, 10, 20, 30, 40 and 50 seconds. The default line qualify time is3 seconds.

4.8 Integral charger that is compatible with Gel and AGM battery topology and be an intelligent charger with control systems that automatically incorporates bulk, absorption and float charging modes.

4.9 The integral intelligent charger includes temperature compensation. The charging system can compensate over a range of 2.5 - 6.0mV/°C per cell, user adjustable when required.

4.10 A temperature probe which plugs into the front panel of the BBS used to monitor the internal temperature of the batteries. The Temperature sensor is 2 meter in length, external to the inverter/charger module and taped to the side of a center battery within the battery string.

4.11 Do not recharge the batteries whenever the battery temperature exceeds 50°C (122°F).

4.12 The recharge time for the batteries from “protective low-cutoff” to 90 percent or more of full charge capacity can not exceed 2-4 hours, subject to temperature compensation. The BBS charger capable of providing 15 amps at 54VDC.

5. USER INTERFACES AND DISPLAYS

5.1 The BBS inverter/charger unit include a backlit LCD display for viewing all status and configuration information. The screen is easily viewable in both bright sunlight and in darkness.

5.2 A screen large enough to display the following information with the use of menu scrolling buttons to read required information. All active readings willbe real time.

- 5.2.1 Operating Mode (Line, Standby, Backup, Buck / Boost)
- 5.2.2 Utility input voltage
- 5.2.3 BBS output voltage and current
- 5.2.4 Battery Temperature
- 5.2.5 Input Frequency
- 5.2.6 Output Power
- 5.2.7 Battery Voltage

5.2.8 Charger Current
5.2.9 Shed Timer Relays time to activation
5.2.10 Ethernet MAC Address and IP Address
5.2.11 Accumulated output power in kW hours
5.2.12 Battery Runtime Remaining
5.2.13 Unit Serial number
5.2.14 Unit Firmware Version
5.2.15 Any alarms and faults
5.2.16 Keypad

5.3 The BBS inverter/charger unit includes a keypad for navigating system information.

5.4 Provide a web-based-interface for user configuration and management through a web browser.

5.5 Allow the user to do the following through the web browser;
5.5.1 View Logs
5.5.2 Change modes of operation
5.5.3 Configure email alarms
5.5.4 Adjust line qualify time
5.5.5 Program relay contacts
5.5.6 Configure network parameters.
5.5.7 Inverter/charger firmware to be upgradeable remotely via Ethernet.
5.5.8 Communication module firmware upgradeable remotely.

5.6 Discrete status LED indications on the front of the inverter/charger.

5.7 Green Output LED are ON any time that the output of the BBS is in normal mode. When the BBS output is either in Backup Mode or AVR Modes the LED will flash On and Off.

5.8 Red Fault LED are Solid On any time that there are any faults in the system.

5.9 Red Flashing Alarm LED will Flash On and Off any time that there are any alarms in the system.

5.10 The BBS will maintain an event log containing a minimum of 200 of the most recent events recorded by the BBS. These events shall be down loadable remotely via Ethernet and automatically reported to the central monitoring software. The Events Log will be date and time stamped

5.11 The BBS shall display and log the following events, alarms and faults.
5.11.1 Operating Mode
5.11.2 Weak Battery
5.11.3 Overload
5.11.4 High and Low Temperatures
5.11.5 User Input, S2 is shorted
5.11.6 Line Frequency out of specifications
5.11.7 No temperature probe
5.11.8 Low Battery
5.11.9 Battery Breaker Open

5.11.10 BBS is performing a Self-Test
5.11.11 Fan Fail
5.11.12 Incorrect Firmware
5.11.13 AC Input Breaker Open
5.11.14 Short Circuit
5.11.15 Output Voltage High
5.11.16 Output Voltage Low
5.11.17 Battery Voltage High
5.11.18 Battery Voltage Low
5.11.19 Isolation Relay Fail
5.11.20 Temperature High
5.11.21 Counters

5.12 The BBS keeps track of the following:
5.12.1 The number of times that the unit was in Backup Mode
5.12.2 The accumulated number of hours and minutes that the unit has operated in Backup mode since the last reset.

5.13 Provide the user six (5) programmable dry relay contacts and one (1) 48VDC relay contact. As a minimum, the programmable options are On Battery, Low Battery, Timer, Alarm, Fault, and Off. The BBS will have three (3) input dry relay contacts. BBS Self-Test, User Alarm, and BBS Shutdown.

5.14 The relay contacts will be on the front panel of the BBS via 6, 3 position plug-in terminal blocks with screw down wiring connections.

5.15 Each relay, C-1 through C-5 will have their own common and their own set of normally open (NO) and normally closed (NC) terminals. The terminals for each relay will be oriented as NO-C-NC on the terminal block. C-6 will provide continuous 48 VDC voltage for powering of enclosure DC fan.

5.16 The contacts on the terminal block are labeled 1-18, left to right. Additionally, each set of contact will be labeled with the NO-C-NC designation, as well as C1O C6 from left to right. Printed labels noting all alarms and faults will be provided with the BBS Inverter/Charger to be installed when required.

5.17 The relay contacts are rated at a minimum of 1 amp @ 250 VAC.

5.18 The dry relay contacts that are configured for “on battery” will only energize when the Inverter is operating in Backup Mode.

5.19 The BBS will include a timer that will energize the “timer” configured dry relay contact after the user configured time has elapsed. The timer is started when the BBS enters Backup Mode. The user will be able to configure the timer to the required time. The format will be Hours, Minutes, Seconds.

5.20 The BBS contains an adjustable low battery relay setting. This setting will be adjustable so that the user can set the point at which the low battery relay contact is energized.

6. COMMUNICATIONS

6.1 Equip the BBS with an industry standard RS-232 serial connection for user configuration and management. The serial port is an EIA-232 (DB9-Female) connector.

6.2 The BBS contains an internal Ethernet communication interface for user configuration and management. The Ethernet Port is an RJ-45, EIA 568B Pin Out Connector.

6.3 The BBS contains remote monitoring & alarms transmission capabilities through the Ethernet RJ-45 IP Addressable Port, using SNMP protocol.

6.4 System have the capability of notifying Operations, Maintenance or TMC via e-mail of any alarms, faults or events, user selectable. E-mail set up must allow for different levels of notifications based on the criticality of the alarms.

6.5 Email notifications must support a minimum of 6 users.

6.6 All BBS configuration and System menus must be accessible and programmable from the RS-232 and Ethernet Port.

6.7 Support TCP and UDP over IP protocol communications.

6.8 Support FTP, Telnet, and HTTP.

6.9 SNMP compliant.

7. BATTERIES

7.1 Comprised of extreme temperature, float cycle, GEL VRLA (Valve Regulated Lead Acid). Individual batteries meeting the following specifications:

- 7.1.1 Voltage Rating: 12V
- 7.1.2 Amp-hour rating: 109 AH, at the 20-hour rate, to 1.75 Volts per cell, minimum battery rating. Larger AH batteries are acceptable providing they do not exceed the group size listed below.
- 7.1.3 Group size: Case 31

7.2 Easily replaced and commercially available off the shelf.

7.3 100% runtime capacity out-of-box. Each battery must meet its specification without the requirement of cycling upon initial installation and after the initial 24 hour top off charge.

7.4 Batteries used for the BBS consist of 4 batteries configured for a 48 VDC battery buss system.

7.5 The battery system consist of one or more strings of extreme temperature; float cycle GEL VRLA (Valve Regulated Lead Acid) batteries. Batteries certified to operate at extreme temperatures from –40°C to +71°C.

7.6 The batteries contain maintenance-free threaded insert terminals eliminating annual torqueing. Battery terminals that require annual torqueing of each post connection will not permitted.

7.7 Provide an integral lifting handle on the batteries for ease of removal/installation.

8. MAINTENANCE

8.1 Provide voltmeter standard probe input-jacks (+) and (-) to read the exact battery voltage drop at the inverter input.

8.2 The BBS Inverter Module is programmable to perform automatic self-testing, programmed in weekly intervals and programmed by the user to meet their specific requirements or manufacturer's recommendation. During self-test the BBS Inverter Module identifies a weak battery or multiple batteries in the string that have reached a weak state and notify maintenance by initiating a Weak Battery Alarm.

9. VENDOR SUPPORT

9.1 The BBS manufacturer provides at no charge, a toll-free technical support phone number. The toll-free phone number must be included in the BBS manual.

9.2 Provide equipment manuals for each BBS cabinet. Equipment manuals include installation, operation, programming, maintenance and troubleshooting.

10. QUALITY ASSURANCE

10.1 Each BBS is manufactured in accordance with a written manufacturer's Quality Assurance program. The QA program includes, as a minimum, specific design and production QA procedures.

10.2 The BBS Power Module manufacturer is ISO 9001or ISO 9002 certified.

10.3 The BBS Power Module is Telcordia SR-232 certified.

10.4 The manufacturer is certified to carry out the CSA and UL standards testing on the BBS system.

11. METHOD OF MEASUREMENT

The price bid for "TRAFFIC SIGNAL SYSTEM – SITE 1" includes all costs, labor, materials and equipment necessary for furnishing and installing the battery back-up system to be fully operational. Battery back-up system components are not measured separately.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

Water Main

Project #NHU-4-002(116)149 – PCN #21174

THIS SPECIAL PROVISION ONLY APPLIES TO THE WATER MAIN PLANS IN SEC 60 OF THE PLANS.

SECTION 600 – PROJECT TESTING REQUIREMENTS

PART 1: GENERAL

1.01 SECTION SUMMARY

A. Required testing frequency and procedures for City of Minot projects and projects in City right-of-way.

1.02 RELATED SECTIONS OF CITY OF MINOT STANDARD SPECIFICATIONS

A. Section 1700 – Adjustment of Structures.

B. Section 2000 – Trench Excavation and Backfill.

C. Section 2100 – Water Main.

D. Section 2200 – Water Main Services.

1.03 REFERENCES

A. NDDOT Field Testing Manual.

B. AASHTO Testing Procedures.

C. ASTM Testing Procedures.

1.04 SUBMITTALS

A. All testing reports for City projects or for projects that will be constructed in City right-of-way, will be submitted or copied to the City Engineer's Offices.

PART 2: EXECUTION

2.01 EXCAVATION, EMBANKMENT, AND AGGREGATE BASE.

Type of Construction:	**Excavation, Embankment, and Aggregate Base**	
Test Required	Frequency	Specification
1. Gradation		
(A) Granular Borrow	1/500 Tons	Section 1800 2.01B
(b) Aggregate Base	1/1000 Tons	NDDOT Class 5 Specification
2. Moisture-Density (Standard Proctor)		

(a) Embankment Soil	1 per major soil	AASHTO T-99
(b) Aggregate Base	1 per source	AASHTO T-99
3. Compaction		
(a) Embankment Soils (subgrade)	1/600 SY or 1/STA for each lift, whichever is more Frequent	100% Maximum Density (AASHTO T-99) within 1 foot of subgrade, otherwise 95% Maximum Density with +/- 3% optimum moisture.
(b) Aggregate Base	1/600 SY or 1/STA whichever is more frequent	100% Maximum Desnity (AASHTO T-99)
(c) Utility Trench Backfill	1/100 LF at Various Depths	100% Maximum Density (AASHTO T-99) within 1 foot of subgrade, otherwise 95% Maximum Density with +/- 3% optimum moisture.
(d) Utility Service Trench Backfill	50% of Total Services at Various Depths	100% Maximum Density (AASHTO T-99) within 1 foot of subgrade, otherwise 95% Maximum Density with +/- 3% optimum moisture.

A. Compaction testing can be done by a nuclear density gauge.

B. Compaction testing by sand cone method must be done on 10 Percent of compaction tests.

2.02 WATERMAIN AND SERVICES

Type of Construction:	**Water Main and Services**	
Test Required	**Frequency**	**Specification**
1. Hydrostatic Pressure	From Valve to Valve Maximum of 1200 LF	150 PSI for 2 hours, Zero Drop in Pressure
2. Total Coliform (Bacteria)	2/Test Section, maximum of 1200 LF	2 passing tests per test section taken 24 hours apart.

2.03 GENERAL

A. Contractor shall assist Engineer in obtaining materials needed for conducting tests. Contractor will supply labor and equipment necessary for taking tests.

B. Engineer shall determine all test locations.

C. When the work does not meet test requirements, the Engineer shall have sole authority to reject the work and require the Contractor to take corrective action.

D. The testing frequency in this Section may be adjusted with approval of the City Engineer.

2.04 MEASUREMENT AND PAYMENT

A. All required passing tests shall be paid for by the Owner. All failing tests shall be paid for by the Contractor.

B. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION

SECTION 1700 – ADJUSTMENT OF STRUCTURES

PART 1: GENERAL

1.01 SUMMARY

A. Adjustment of manholes, catch basins, gate valves, and other structures to plan grade.

1.02 RELATED SECTIONS OF CITY OF MINOT STANDARD SPECIFICATIONS

A. Section 2100 – Water Main

B. Section 2300 – Sanitary Sewer

C. Section 2700 – Storm Sewer

1.03 REFERENCES

A. American Society of Testing Materials (ASTM)

1. A48 – Specification for Gray Iron Casting.
2. C6 – Specification for Normal Finishing Hydrating Lime.
3. C150 – Specification for Portland Cement Concrete (Rings and Mortar).

PART 2: PRODUCTS

2.01 ADJUSTMENT UNITS

A. Concrete

1. Units shall be a minimum of 2 inches and a maximum of 6 inches thick.
2. Unites shall have a minimum compressive strength of 3000 psi and shall be steel reinforced.
3. Units shall be adhered to the structure and casting by using either Portland Cement Concrete or Non-Shrink Hydrated Lime.

PART 3: EXECUTION

3.01 GENERAL

A. All finish grades of castings and valve boxes shall be ¼ inches to 3/8 inches below the finish grade of the pavement.

B. Perform work on adjustments after construction is to a point that the work will not become damaged by other construction activities.

C. Clean all structures after adjustment to remove any sediment or mortar from the structure.

D. All manhole and gate valve pick holes must be cleaned and accessible after paving operations.

3.02 ADJUST CASTING

A. Casting adjustments will only be allowed after the first lift of pavement is placed.

B. The raised castings shall not be exposed to traffic for more than 7 days. The raised casting must be ramped with bituminous pavement if traffic is allowed in the same lane as the raised casting. This cost shall be included in the price for adjustment.

C. Clean the top of the structure to allow the concrete mortar to bond.

D. Add or remove adjusting units as needed to achieved finished grade. A minimum of 2 and a maximum of 6 adjusting units will be allowed. A 6 inch adjusting unit is allowed and encouraged when possible.

E. Apply mortar to the top and bottom of the adjusting units a minimum of ¼ inch to a maximum of ½ inch thick. Wipe the inner surfaces of the units clean. Seal around and underneath all castings with mortar.

F. All adjustment units exterior shall be wrapped with Geotextile fabric except sanitary sewer, which shall be wrapped with an exterior chimney seal.

G. No shims of any kind will be allowed for adjustment.

H. Clean all excess mortar from the structure.

3.03 ADJUST VALVE BOXES

A. The raised valve box shall not be exposed to traffic for more than 7 days. The raised valve box must be ramped with bituminous pavement if traffic is allowed in the same lane as the raised valve box. This cost shall be included in the price for adjustment.

B. Valve boxes shall be adjusted by screwing the top section up or down to the finish surface elevation.

C. Any material deposited in the valve box must be removed.

3.04 MEASUREMENT AND PAYMENT

A. The cost to adjust castings and valve boxes for new structures shall be included in the price of that structure.

B. Adjust Casting: Item shall be paid for by each (EA). The item will include removal and salvaging of existing casting, adjustment units, adhesion material, resetting of casting and all pavement patching items. Each adjustment will only be paid for once, regardless of the number of pavement lifts or sequencing.

C. Adjust Valve Box: Item shall be paid for by each (EA). Item shall include the complete adjustment of valve box including any excavations and pavement patching necessary for adjustment. Each adjustment will only be paid for once, regardless of the number of pavement lifts or sequencing.

D. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION

SECTION 2000 – TRENCH EXCAVATION AND BACKFILL

PART 1: GENERAL

1.01 SECTION SUMMARY

A. Trench, backfilling, and compacting of underground infrastructure.

1.02 REFERENCES

A. North Dakota Department of Transportation "Standard Specification for Road and Bridge Construction" 2008 Edition, As Revised.

1.03 SUBMITTALS

A. Gradation of each granular borrow material

B. Compaction Test results

1.04 DEFINITIONS

A. Bedding Material: Soil material surrounding the pipe that provide structural support, and secures the pipe true to line and grade.

B. Pipe Foundation: Soil material below the pipe that provides support.

C. Improved Pipe Foundation: Material used when unstable materials are encountered and added pipe support is needed.

D. Pipe Zone: The area of the trench measured from 1 foot above the pipe to the bottom of the excavation.

E. Sand Cushion: Aggregate bedding used around the pipe in the trench.

1.05 WARRANTY

A. Any trench settlements that occur during the warranty period shall be repaired in a manor acceptable to the Owner and at the expense of the Contractor.

PART 2: PRODUCTS

2.01 PIPE BEDDING MATERIAL

A. Bedding material shall be screened pit run or crusher run sand.

1. No onsite granular material may be used for bedding.

2. Gradation shall be a material that is graded from course to fine such that the portion passing the #200 sieve divided by the portion passing the 1 inch sieve may not exceed 10 percent by mass.

2.02 IMPROVED PIPE FOUNDATION

A. Conform to NDDOT Spec 816.03B Class 2 Permeable Trench Backfill.

1. No onsite granular material may be used for improved pipe foundation.

2.03 TRENCH BACKFILL MATERIAL

A. Suitable excavated materials from trench excavation shall be used.

B. Material shall be free from organic materials, frozen clumps, large rocks, concrete and bituminous chunks, rubbish, and other materials deemed unsuitable.

C. Questionable materials shall be reviewed by the Engineer before backfilling shall begin. The Contractor shall proceed at their risk if the Engineer was not consulted.

PART 3: EXECUTION

3.01 EXISTING UTILITIES

A. The Contractor shall locate and protect all utilities that interfere with trench excavation. The Contractor shall be required to remove and restore or protect the utility.

B. The inverts of existing utilities shall be protected during construction. The Contractor is responsible for inspecting and cleaning, if necessary, all lines which have been compromised by construction activities.

C. Backfill and compact around all existing utilities to 100 Percent Standard Proctor Density in lifts not to exceed 6 inches.

D. Report and repair damage to utilities prior to backfill operations.

3.02 TRENCH CONSTRUCTION

A. Construct trench to line and grade shown on the drawings or as directed by the Engineer.

B. Excavated to a depth 6 inches below the bottom of the pipe to allow for bedding materials to be placed.

C. Apply bedding materials in 6 inch lifts and compact to 95 percent Standard Proctor Density or as recommended by the pipe manufacturer, whichever is denser.

D. Remove any bedding and backfill that enters the pipe.

E. Check line and grade of pipe for conformance to the drawings. Correct any deficiencies.

3.03 TRENCH BACKFILL

A. Backfill material around all manholes, catch basins, valve boxes, curb boxes, and hydrants shall be compacted with hand operated motorized compactors. The maximum lift thickness shall be 6 inches.

B. All manholes, catch basins, valve boxes, water vaults, and miscellaneous structures shall be backfilled with granular bedding material and shall be compacted with hand operated motorized compactors.

C. Flexible Pipe Materials

1. Granular bedding shall be provided, placed and compacted around the pipe to an elevation 12 inches above the pipe the full width of the trench. Bedding shall be compacted to 95 Percent Standard Proctor Density.

D. Rigid Pipe Materials

1. In ordinary trench conditions, granular bedding shall be used to the haunch line and compacted to 95 Percent Standard Proctor Density.

E. All trench backfilling operations shall use suitable backfill and shall be compacted to 95 Percent Standard Proctor with +/- 3% optimum moisture content except the top 1 foot below the

subgrade elevation which shall be compacted to 100 Percent Standard Proctor with +/- 3% optimum moisture content.

F. Imported backfill shall be used as directed by the Engineer. The imported backfill shall be mixed with the onsite material to obtain the proper soil compaction. If in the Engineer's opinion, the onsite material cannot be compacted to specification, the Engineer shall direct the onsite material to be removed as muck excavation.

3.04 FIELD QUALITY CONTROL

A. Density tests shall be taken as specified in Section 600 of this Specification. The Engineer may determine that additional tests should be taken and their locations. The Contractor shall assist the Engineer in conducting the tests.

B. Any failing tests shall be excavated and re-compacted until the density requirements are met.

3.05 MEASUREMENT AND PAYMENT

A. Trench Excavation: Excavation and backfill of trench and pipe bedding shall be included in the price of pipe provided.

B. Improved Pipe Bedding: Shall be paid for lineal foot (LF) 6 inches deep below the pipe bedding. Payment shall include Geotextile fabric. The required overlap and sewing of the joint shall be incidental.

1. For example, if a 2 foot thickness of improved pipe bedding is required, the payment would be for 3 – 6 inch lifts totaling 3 feet of quantity for each lineal foot of pipe installed.

2. No payment will be made unless directed by the Engineer.

3. No payment will be made for rock used for dewatering purposes unless specified.

C. Imported Backfill: Shall be measured by the cubic yard (CY) compacted and will include all labor and costs to excavate, load, haul, and place the materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.

D. Temporary Bracing or Sheeting: Considered part of excavation costs and no extra payment shall be provided.

E. Dewatering: Shall be considered incidental unless a bit item is provided.

F. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION

SECTION 2100 – WATER MAIN

PART 1: GENERAL

1.01 SUMMARY

A. This section includes product and installation requirements for water main pipe, gate valves, hydrants, fitting, and miscellaneous items.

1.02 REFERENCES

A. American Water Works Association (AWWA):

1. C104 – American National Standard for Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. C105 – American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
3. C111 – American National Standard for Rubber Gasket Joins for Ductile Iron Pressure Pipe and Fittings.
4. C116 – American National Standard for Protective Fusion Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service.
5. C151 – American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
6. C153 – American National Standard for Ductile-Iron Compact Fittings, 3 Inch Through 24 Inch, and 54 Inch Through 64 Inch, for Water Service.
7. C219 – Standard for Bolted, Sleeve-Type Couplings for Plain-End Pipe.
8. C502 – Standard for Dry-Barrel Fire Hydrants
9. C504 – AWWA Standard for Rubber-Seated Butterfly Valves.
10. C508 – AWWA Swing Check Valves or Waterworks Service, 2 Inch Through 24 Inch.
11. C512 – AWWA Standard for Air Release, Aire Vacuum, and Combination Air Valves.
12. C515 – AWWA Standard for Reduced Wall Resilient-Seated Gate Valves for Water Supply Service.
13. C550 – Protective Interior Coating for Valves and Hydrants.
14. C600 – AWWA Standard for Installation of Ductile-Iron Water Main and Their Appurtenances.
15. C651 – AWWA Standard for Disinfecting Water Mains.
16. C900- AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 Inch Through 12 Inch, for Water Distribution.

B. American Society of Testing and Materials (ASTM):

1. A48 – Gray Iron Castings
2. A126 – Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

C. National Sanitation Foundation (NSF):

1. 60 – Drinking Water Treatment Chemicals

2. 61 – Drinking Water System Components

3. All products (treatment chemicals and materials) that may come into contact with water intended for use in a public water system shall meet American National Standards Institute (ANSI) / National Sanitation Foundation (NSF) International Standards 60 and 61, as appropriate. A product will be considered as meeting these standards if so certified by NSR, the Underwriters Laboratories, or other organizations accredited by ANSI to test and certify such products.

D. NDDOT "Standard Specifications for Road and Bridge Construction" 2014 Edition, As Revised.

1. Section 744 – Insulation Board (Polystyrene)

1.03 SEQUENCING AND SCHEDULING

A. Notify the Water and Sewer Superintendent and City Engineer at least 48 hours before water service is interrupted.

B. Notify all property owners effected by water service interruption 48 hours in advance.

C. The City of Minot must open and close all existing valves. The Contractor is responsible for all water main flushing and shall contact the Engineer at least 24 hours in advance of flushing.

1. The Contractor is responsible for erosion control and restoration from flushing activities. Super Chlorinated water shall be discharged appropriately.

1.04 SUBMITTALS

A. Submit all shop drawings and manufacturers information prior to construction.

PART 2: PRODUCTS

2.01 POLYVINYL CHLORIDE PIPE (PVC)

A. Pipe sizes 4 inch through 12 inch conform to AWWA C900. Pipe sizes 14 inch through 48 inch conform to AWWA C905 or as specified by the Engineer.

1. Minimum water main pipe size is I inch. All hydrant leads shall be 6 inch.

B. All sizes are Cast Iron Pipe O.D.

C. Pipe shall be manufactured in accordance with the latest revision of AWWA C900 or C905 depending on size.

D. All pipes shall be DR-18, 235 psi.

2.02 DUCTILE IRON PIPE (DIP):

A. All Ductile Iron Pipe shall conform to AWWA C151/A21.51.

B. Cement-mortar lining shall conform to AWWA C104/A21.4.

C. Pipe Class:

1. Class 52: diameters less than 20 inches.

2. Class 51: diameter greater than and equal to 20 inches.

D. Wrap all pipe with pipe encasement material, minimum 8 mil thickness.

E. Ductile Iron Pipe shall only be allowed if design conditions warrant or if approved by the Engineer.

2.03 FITTINGS

A. All fitting shall conform to AWWA C153/A21.53 and AWWA C111/A21.11 latest revision, and shall be mechanical joint with mega lug restraints.

B. All fitting shall be Ductile Iron with 250 psi working pressure.

C. All fitting shall be fusion bonded epoxy coated, 6-8 mil nominal thickness and shall conform to AWWA C550 and AWWA C116/A21.16.

D. Wrap all fittings with pipe encasement material.

E. Every other nut and T-bolt for mechanical joint fitting shall be 304 Stainless Steel suited for underground use.

2.04 HYDRANTS

A. Hydrants shall conform to AWWA C502

B. Waterous Pacer, WB-67-250; or American Darling B-62-B.

C. Two 2-1/2 inch hose nozzles and One 4-1/2 inch pumper nozzle. Nozzle caps shall be attached with metal chains. Pumper nozzle shall face the street.

D. Hose and pumper threads shall conform to City of Minot Standards.

1. Thread number 6038-80430.

E. Hydrant caps shall be 1-5/16 inch pentagon style.

F. Hydrant shall have 8 foot – 6 inch cover or 9 foot bury. Upper standpipe section shall be 22 inches, nozzles must be at least 31 inches from ground level.

G. Minimum opening of r5-1/4 inches for 6 inch water lines, 6 inch mechanical joint pipe connection.

H. Working pressure of 250 psi and tested up to 500 psi.

I. Fiberglass Flag: Hydrafinder Hydrant Marker, or approval equal.

1. White fiberglass rod, with 4 red reflective bands without a bulb end. Attached to top bolt.

2. 54 inches long, 3/8 inch diameter.

J. Break-off flange with breakable rod.

K. All bolts, nuts, and hardware shall be stainless steel.

L. Hydrants shall be restrained with thrust blocks and mega-lugs or tie rods.

M. Standpipe above traffic flange shall be painted traffic yellow, the bonnet and caps shall be painted red.

N. Maximum fire hydrant spacing shall be 400 feet.

2.05 GATE VALVE AND BOX

A. All gate valves shall conform to AWWA C515.

B. Bronze mounted, ductile iron body valves.

1. Minimum working pressure of 250 psi.

C. O-ring seals.

D. All surfaces shall be fusion-bonded epoxy coated conforming to AWWA C550.

E. Stainless steel hardware.

F. Standard 2 inch operating nut.

G. Mechanical joint ends conforming to AWWA C111/A21.11.

H. Gate valves and valve boxes shall be wrapped in pipe encasement material.

I. Boxes shall be 3 piece cast iron, screw type.

J. Adjustment for 8 foot – 6 inch cover.

K. Drop style covers, with "WATER" on the top.

2.06 BUTTERFLY VALVE AND BOX

A. All butterfly valves shall conform to AWWA C504.

B. Conform to AWWA C504, Class 150B valve shaft diameter.

C. Valve Body: Class 150B valve bodies shall be ASTM A126, Class B gray iron or ASTM A536 Grade 65-45-12 ductile iron.

1. Minimum working pressure of 250 psi.

D. Valve Disk: Shall be seated to provide 360° continuous uninterrupted seating surface.

E. Operator: Shall be traveling nut type sealed, gasketed, and lubricated for underground service.

F. All hardware shall be stainless steel.

G. Test plus shall be brass.

H. Standard 2 inch operating nut.

I. Mechanical joint ends conforming to AWWA C111/A21.11.

J. Butterfly valves and valve boxes shall be wrapped in pipe encasement material.

K. Boxes and shall be 3 piece cast iron, screw type.

L. Adjustment for 8 foot – 6 inch cover.

M. Drop style covers, with "WATER" on the top.

2.07 JOINT RESTRAINT

A. Mechanical Joint Restraint (mega-lug):

1. All restrains shall be ductile iron.

2. Working pressure must be at least 250 psi.

3. Mega-lug and retainer glands are not allowed on cast iron pipe.

4. All mechanical joint restraints must be wrapped with pipe encasement materials.

B. Tie Rods: Shall be stainless steel.

2.08 PIPE ENCASEMENT

A. Shall be polyethylene and conform to AWWA C105/A21.5, Class C (Black), 8 mil, tube form. Material shall conform to ASTM A674.

2.09 INSULATION

A. Conform to NDDOT Spec 868.

1. Minimum thickness shall be 3 inches.

2.10 TRACER WIRE

A. Conform to the applicable requirements for NEMA W70.

B. Attach to bolt on break of flange of the hydrant.

C. Use #8 copper insulated and rated for underground service.

D. Shall be connected to all valves and fire hydrants.

E. All directional bore tracer wire shall be woven stainless steel.

2.11 TAPPING GATE VALVE & SLEEVE

A. Tapping Sleeve Assembly:

1. Comply with MSS SP-60.

2. Include sleeve and valve compatible with drilling machine.

3. Stainless steel, two-piece bolted sleeve with mechanical joint outlet for new branch connection. Include sleeve matching size and type of pipe material being tapped and with recessed flange for branch valve.

B. Manufacturers:

1. Romac Industries

2. Power Seal – Pipline Products Corp.

3. Ford

C. Tapping Gate Valves:

1. Conform to Section 2100, 2.05. Valve must have flange for connection.

2.12 CHECK VALVES

A. Conform to AWWA C508.

B. American Flow Control Series 2100 or approved equal.

1. Minimum working pressure of 250 psi.

C. Resilient seated with optional back-flushing actuator.

D. Conform to AWWA C116 and C550 for fusion-bonded epoxy coatings.

E. All hardware shall be stainless steel.

F. All valves shall have a mechanical indicator.

2.13 WATER METERS

A. Meters shall have meter pits with a minimum of 8 foot 6 inch cover to protect against frost and must have a concrete floor.

B. All meters shall be installed with a check valve.

2.14 TRANSITION COUPLINGS

A. Conform to AWWA C219.

B. Manufacturers

1. Romac

PART 3: EXECUTION

3.01 PIPE INSTALLATION

A. Pipe handling

1. All pipe shall be new, unused and clean.
2. All pipe cutting shall be according to manufactures instructions.
3. Pipe shall be lowered in plan in a manor not to damage the pipe.

B. Trench Excavation and backfill

1. Conform to Section 2000 – Trench Excavation and Backfill.

C. Granular Pipe Bedding

1. Granular pipe bedding must be used and shall be in accordance with Section 2000 – Trench Excavation and Backfill.

D. Pipe Laying

1. No pipe shall be laid in water or unstable trench conditions.
2. Pipe shall be laid to true location, line, line and grade. No deviation is allowed unless specifically approved by the Engineer. All water main shall have a minimum of 8 foot – 6 inch cover.
3. The Contractor must protect their work at all times, no damage to the pipe is acceptable, no groundwater or debris shall be allowed to enter the pipe.

E. Underground Piping for Fire Protection

1. Contact the Minot Fire Department (701-857-4740) with any questions or to witness installation, testing, or flushing of the fire protection system.

3.02 FITTINGS

A. Fittings shall be secured to pipe using restrained mechanical joints (megalugs) conforming to AWWA C600.

B. All fittings shall be installed with the appropriate restrained joints and with the appropriate thrust blocks which are poured or set against undisturbed earth.

3.03 HYDRANTS

A. Set on an 8 inch solid concrete block.

B. Use mega-lugs or steel rods on all joints to secure hydrant lead back to the main.

C. Encase hydrant base with no less than one cubic yard of 3/4 inch to 1-1/2 inch washed rock. Ensure weep holes are surrounded by rock. Place 2 layers of polyethylene, minimum of 4 mil, or separation fabric, over the rock to prevent filling the voids with sediment.

D. Encase hydrant barrel and base in pipe encasement.

E. Hydrant must be installed plumb, no deviation is allowed.

F. Attached fiberglass flag to the top of the hydrant using a flange bolt.

G. Deliver to the Superintendent of Water and Sewer an extra hydrant flag for each new hydrant installed.

3.04 VALVES

A. Set on 8 inch solid concrete block.

B. Valves and boxes shall be set plumb. Operating nut must be in the center of the box.

C. Top of valve box shall be set 1/4 to 3/8 inch below finish grade. Valve box shall have 1 foot of adjustment remaining.

D. Valves shall be restrained with mega-lugs.

3.05 JOINT RESTRAINT

A. All joints from hydrant back to the main must have joint restraints, either mega-lugs or tie rods.

B. All dead end lines shall be secured back at least 2 joints including the plug with steel tie rods. The number of tie rods required depends on water main size as follows:

Pipe Size	Number of ¾ Inch Rods
6 Inch	2
8 Inch	2
12 Inch	4
16 Inch	6
18 Inch	6
20 Inch	8
24 Inch	10

3.06 INSULATION

A. Insulation shall be installed as shown on the Plans or as directed by the Engineer.

B. Insulation shall have a 6 inch sand cushion above and below the board.

3.07 TRACER WIRE

A. Wire shall be installed according to detail plate.

3.08 PIPE CROSSINGS AND CONFLICTS

A. Water mains crossing sanitary sewer mains and services or storm sewers shall have a minimum of 18 inch vertical separation, and 10 foot separation from edge to edge with water main and sanitary sewer. When circumstances prevent 18 inch separation, the following construction method must be followed.

1. Sewers passing over or under water main must be constructed to water main standards. A full length of water main pipe must be centered on a full sewer pipe when crossing.
2. The bedding and soil surrounding the crossing must be compacted to 100 Percent Standard Proctor.

B. Water main crossing storm sewers shall have a minimum of 2.5 feet of clearance. When circumstances prevent 2.5 feet of clearance, a minimum of 3 inches of insulation shall be used along with the requirements for sewer crossing.

3.09 PROTECTION

A. Existing hydrants and valves shall only be operated by Public Works Staff; Contractor must contact the Water and Sewer Superintendent.

B. Securely plug all water main openings to prevent debris and other substances from entering the water main.

C. Protect all water main structures from damage during construction.

3.10 DISINFECTION AND TESTING

A. General

1. Contractor must perform all hydrostatic testing and disinfection.
2. Engineer must visually inspect and verify all tests. A 48 hour notice must be given to the Engineer.
3. Potable water must be used to fill pipe for testing and service tapping.

B. Hydrostatic Pressure Test

1. Minimum test pressure: 150 psi.
2. Test duration: 2 hours
3. Criteria: No drop in pressure is allowed.
4. Gauge shall be liquid filled, labeled in 1 lb or 2 lb increments.
5. All water mains, services, dead ends, and hydrant leads shall be included in the test.

C. Disinfection of Lines

1. Prior to disinfection, all lines shall be flushed with high velocity water through fire hydrants.
2. All lines shall be sterilized with an injected chlorine solution. Granular calcium hypochlorite shall not be used. Conform to AWWA B301A or B300.
3. A minimum of 50 ppm chlorine residual shall be maintained during disinfection.
4. Chlorine solution shall remain in the system for a minimum of 24 hours and a maximum of 36 hours.
5. Extreme care shall be taken during disinfection to insure that super chlorinated water does not enter existing water mains or water supply.
6. After disinfection, the lines shall be flushed until chlorine concentrations are within normal operating levels (1 to 2 ppm).
7. A minimum of 1 test group per section with each section being a maximum of 1200 feet in length shall be taken. Each test group shall contain 2 bacteria tests taken 24 hours

apart. If the tests show positive total coliform, the section being tested shall have failed and shall be retested.

3.11 MEASUREMENT AND PAYMENT

A. Water Main Pipe: Shall be paid for by the lineal foot (LF) for each size and type specified on the Plans. Costs shall include all materials and labor for installing the pipe complete and in place as specified, including all joint restraints, pipe encasement, tracer wire, and granular bedding.

B. Fittings: Shall be paid for by each (EA) for the size and type specified on the Plans or shall be paid for by the pound (LF) as stated by the manufacturer for each fitting. Fittings shall include all materials and labor for the complete installation as specified.

C. Valve and Box: Shall be paid for by each (EA) for the size and type specified on the Plans and shall include all materials and labor for the complete installation as specified.

D. Fire Hydrants: Shall be paid for by each (EA) and shall include all materials and labor costs for the complete installation as specified.

E. Insulation: Shall be paid for by board foot (BD FT) and shall include all materials and labor for the complete installation as specified including granular bedding.

F. Tapping Gate Valve and Sleeve: Shall be paid for by each (EA) for the size and type specified on the Plan and shall include all materials and labor for the complete installation as specified including the Valve Box.

G. Water Meter and Manhole: Shall be paid for by each (EA) and for the size and type specified on the Plan and shall include all materials and labor for the complete installation as specified.

H. Transition Coupling: Shall be paid for by each (EA) for the size and type specified on the Plan and shall include all materials and labor for the complete installation as specified.

I. Connect to Existing Water Main: Shall be paid for by each (EA) and shall include all materials and labor for the complete connection including all fittings.

J. Water Main Flushing and Testing: Shall be considered incidental to the installation of water main.

K. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION

SECTION 2200 – WATER SERVICES

PART 1: GENERAL

1.01 SECTION SUMMARY

A. This Section includes the construction of water main services including the corporation stop, curb stop and box, and other items.

1.02 RELATED SECTIONS OF CITY OF MINOT STANDARD SPECIFICATIONS

A. Section 2000 – Trench Excavation and Backfill

B. Section 2100 – Water Main

1.03 REFERENCES

A. AWWA C800 – Standard for Underground Service Line Fittings and Valves.

B. ASTM B88 – Standard for Seamless Copper Water Tube, Type K, Soft Annealed Temper.

C. National Sanitation Foundation (NSF):

1. 60 – Drinking Water Treatment Chemicals
2. 61 – Drinking Water System Components
3. All products (treatment chemicals and materials) that may come into contact with water intended for use in a public water system shall meet National Standards Institute (ANSI) / National Sanitation Foundation (NSF) International Standards 60 and 61, as appropriate. A product will be considered as meeting these standards if so certified by NSF, the Underwriters Laboratories, or other organizations accredited by ANSI to test and certify such products.

1.04 SUBMITTALS

A. Submit all shop drawings and manufacturers information prior to construction.

B. Submit to the Engineer for review:

1. Curb stop location (station).
2. Two ties to 2 permanent structures (house corners, manholes, catch basins, fire hydrants. Do not tie curb boxes to gate valves).
3. Length of service line.

C. Final payment will not be made until all service information is submitted to and reviewed by the Engineer.

PART 2: PRODUCTS

2.01 WATER SERVICE PIPE

A. Copper

1. All water service lines 1 inch through 2 inch shall be Copper, Type K, Soft Annealed Temper and shall conform to ASTM B88.

2. Minimum service size shall be 1 inch.

B. PVC

1. All water service lines 4 inch or larger shall be PVC DR-18. Pipe and fittings shall conform to requirements of Section 2100 – Water Main.

2.02 WATER SERVICE APPURTENANCES

A. The following table is a list of all acceptable water service appurtenances, all "or equal" submittals shall follow Section 253 of the City of Minot Standard Specifications.

Water Service Appurtenances				
Item	Service Pipe Size	Flared Type Valves & Fittings for Type K Copper Pipe		
Corporation Stop		**Ford**	**A.Y. McDonald**	**Mueller**
	1"	FB-600	4701B	B-25000
	2"	FB-600	4701B	B-25000
Tapping Saddle		**Romac**		
	1"	306		
	2"	306		
Curb Stop		**Ford**	**A.Y. McDonald**	**Mueller**
	1"	B22-444-M	6104	B25154
	2"	B22-777-M	6104	B25154
Curb Box		**Ford**	**A.Y. McDonald**	**Mueller**
	1"	EM2-80-56	5614	H-10300
	2"	EM2-80-57	5615	H-10304

B. Corporation Stops

1. Shall be AWWA taper thread inlet by flared copper outlet.

C. Tapping Saddle

1. All saddles must be a complete wrap around stainless steel type 304 with a minimum of 2 stainless steel bolts.

2. Saddles are required on all service taps.

D. Curb Stops

1. All curb stops shall be flare by flare and include a solid copper disk on the property side of the curb stop.
2. The property side of the curb stop must be protected from the elements at all times.
3. Combination stop and waste valves or cocks shall not be installed underground.

E. Curb Boxes

1. Shall be Minneapolis Pattern.
2. Stationary rods must be stainless steel with a length of 72 inches.

2.03 MARKING TAPE

A. Tape shall be 3 inch width, non-detectable type.

B. Tape shall be blue with black lettering with words “CAUTION WATER LINE BELOW”.

PART 3: EXECUTION

3.01 SERVICE INSTALLATION

A. All water services shall be a minimum of 8 feet below the ground surface.

B. Field flaring shall be performed with current standards of the plumbing industry and manufacturer’s recommendations.

C. All curb stop and boxes shall be marked with a steel fence post.

D. Water Service Pipe

1. Lines must be installed parallel and upstream of sanitary sewer lines. Water service lines must have a minimum of 10 foot horizontal separation and 18 inches of vertical separation.
2. Place water line marking tape 2 feet above the top of all water service lines.

E. Corporation Stops

1. Main must be pressurized when tapping “wet tap”.
2. Encase corporation stop with sand bedding.
3. Corporation stops shall be inspected by the Contractor for leaks prior to backfilling.

F. Service Saddles

1. Saddles must be secured in place before tapping can begin.
2. Dry tapping will not be allowed.

G. Curb Stops

1. Curb stops shall be supported on a solid sewer brick.
2. Curb stop shall be inspected by the Contractor for leaks prior to backfilling.
3. Curb stops located in driveways/sidewalks shall be protected with the top section of a 10 inch Gate Valve top section, including the lid.

H. Curb Boxes

1. Boxes must be installed plumb in a vertical position.

2. Wrap all curb boxes with polyethylene pipe encasement.

I. Construct all trenches in accordance with Section 2000 – Trench Excavation and Backfill. Service trench settlements will be repaired in a manner acceptable to the Engineer at no cost to the Owner.

J. All new curb stops installed must have the unconnected side protected from the elements by installing a solid copper disk with the flare nut. The cost for the protection shall be incidental to the cost of the curb stop.

K. Reconnect Existing Water Services

1. No warranty is expressed or implied as to the location, size, or material type of existing service lines. The Contractor shall furnish and install all fittings required to make the connection.

L. Supplemental Requirements

1. For any property served by the City of Minot, the City is responsible to the first or master curb stop or gate valve. Subsequent subdivision of the property necessitating a split of the water service and curb stops, gate valves, pipe, and fittings installed after the master curb stop or gate valve shall be the responsibility of the property owner(s).

3.02 MEASUREMENT AND PAYMENT

A. Water Service Pipe: Shall be paid for by the lineal foot (LF) for the size and type specified on the Plans. Price shall include all pipe, fittings, laying, excavation and backfilling, and testing.

1. Granular backfill around the corporation stop and gooseneck shall be incidental.

2. Fence post markers shall be incidental to installing water services.

B. Service Tap: Shall be paid for by each (EA) for the size and type specified on the Plan. Service tap shall include tapping saddle and corporation stop and all materials and labor necessary to install the service tap.

C. Curb Stop and Box: Shall be paid for by each (EA) for the size and type specified on the Plan.

D. Reconnect Existing Services: Shall be paid for by each (EA) for the size and type specified on the Plan. Price shall include all materials and labor needed to reconnect the existing service to the new water main.

E. All other work and costs of this section shall be incidental to the Project.

END OF SECTION

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

PERMITS AND ENVIRONMENTAL CONSIDERATIONS

PROJECT NUMBER: NHU-4-002(116)149- PCN 21174

This Special Provision incorporates the US Army Corps of Engineers (USACE) Section 404 Permit obtained by the North Dakota Department of Transportation (NDDOT) into the bidder's proposal.

The Contractor is responsible for complying with all the terms and conditions as contained in the permit(s) attached hereto. Bidders will become familiar with all standard conditions and special conditions of the permit(s) and submit their bid for the construction of this project based on the following:

- **Section 404 Permit**
  The Section 404 Permit number NWO-2016-01393-BIS authorizes fill within USACE jurisdictional waters. This 404 permit authorizes 0.70 acre of temporary and 0.37 acre of permanent jurisdictional wetland impacts. Temporary impacts were assumed by the designer and will be restored to preconstruction contours.

  See the Section 75 sheets of the design plans for the permitted impact areas. The Section 404 Permit is attached.

The contractor is responsible for impacts not authorized by the attached Permit(s) obtained by the NDDOT.

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NORTH DAKOTA REGULATORY OFFICE
1513 SOUTH 12TH STREET
BISMARCK ND 58504-6640

June 22, 2017

North Dakota Regulatory Office

NWO-2016-01393-BIS

North Dakota Department of Transportation
Attn: Mr. Steve Kessler
Environmental & Transportation Services
Bismarck, North Dakota 58505-0700

Dear Mr. Kessler:

We are responding to your 06/07/2017 request for a Department of the Army permit, for an intersection re-alignment project on U.S. Highway 2 (PCN 21174). The project site is located in Section 28, Township 155 North, Range 82 West, Latitude 48.222158, Longitude -101.229798, Ward County, North Dakota.

Based on the information you provided to this office, work includes an intersection realignment on U.S. Highway 2 in the City of Minot. As a result of construction activities, 0.70 acres of temporary and 0.37 acres of permanent wetland impacts to aquatic resources in the project area will occur. The Federal Highway Administration has categorically excluded the activity. The North Dakota Department of Transportation requested to waive mitigation, as the impacts will occur in artificial wetlands. The Corps will not require mitigation for impacts to artificial ditch wetlands in this request.

We have determined activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) NWP 23 Approved Categorical Exclusions, found in the January 6, 2017 Federal Register (82 FR 1860), Reissuance of Nationwide Permits. Enclosed is a fact sheet that fully describes this Nationwide Permit and lists the General, Regional and Water Quality Conditions that must be adhered to for this authorization to remain valid. Please note that deviations from the original plans and specifications of your project could require additional authorization from this office.

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other Federal, state, tribal and local approvals before beginning work.

You are responsible for all work accomplished in accordance with the terms and conditions of the Nationwide Permit, including the Regional Conditions specific to projects undertaken in North Dakota. Information about the NWP and regional conditions are available on our website at

http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/NorthDakota. If a contractor or other authorized representative will be accomplishing the work authorized by the Nationwide Permit on your behalf, it is strongly recommended that they be provided a copy of this letter and the attached conditions so that they are aware of the limitations of the applicable Nationwide Permit. Any activity that fails to comply with all of the terms and conditions of the Nationwide Permit will be considered unauthorized and subject to appropriate enforcement action.

Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification will be valid until March 18, 2022. If the nationwide permit is modified, suspended, or revoked prior to this date, but is reissued without modification or the activity complies with any subsequent modification, this authorization remains valid until the expiration date. All of the existing nationwide permits are scheduled to be modified, reissued, or revoked prior to March 18, 2022. It is incumbent upon you to remain informed of changes to the nationwide permits. We will issue a public notice when the nationwide permits are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have twelve (12) months from the date of the modification or revocation to complete the activity under the present terms and conditions.

The Omaha District, North Dakota Regulatory Office is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. If you do not have Internet access, you may call and request a paper copy of the survey that you can complete and return to us by mail or fax.

Please refer to identification number **NWO-2016-01393-BIS** in any correspondence concerning this project. If you have any questions, please contact Swade Hammond by email at Swade.D.Hammond@usace.army.mil, or telephone at (701) 255-0015 X 2012.

Sincerely,

Patricia L. McQueary
for Regulatory Program Manager
North Dakota

Enclosures

COMPLIANCE CERTIFICATION

Permit File Name: NDDOT; US2 & 42nd Street SE; City of Minot; PCN 21174

Action ID: NWO-2016-01393-BIS

Nationwide Permit Number: NWP 23 Approved Categorical Exclusions.

Permittee: North Dakota Department of Transportation
Attn: Mr. Steve Kessler
Environmental & Transportation Services
Bismarck, North Dakota 58505-0700

County: Ward

Date of Verification: June 22, 2017

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Omaha District
North Dakota Regulatory Office
1513 South 12th Street
Bismarck, North Dakota 58504
CENWO-OD-RND@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * * * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

_____ _____

Permittee Signature Date

FACT SHEET
NATIONWIDE PERMIT 23
(2017)

APPROVED CATEGORICAL EXCLUSIONS

Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where:
(a) That agency or department has determined, pursuant to the Council on Environmental Quality's implementing regulations for the National Environmental Policy Act (40 CFR part 1500 et seq.), that the activity is categorically excluded from the requirement to prepare an environmental impact statement or environmental assessment analysis, because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment; and
(b) The Office of the Chief of Engineers (Attn: CECW–CO) has concurred with that agency's or department's determination that the activity is categorically excluded and approved the activity for authorization under NWP 23.
The Office of the Chief of Engineers may require additional conditions, including pre-construction notification, for authorization of an agency's categorical exclusions under this NWP.

Notification: Certain categorical exclusions approved for authorization under this NWP require the permittee to submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The activities that require pre-construction notification are listed in the appropriate Regulatory Guidance Letters. (Sections 10 and 404)

Note: The agency or department may submit an application for an activity believed to be categorically excluded to the Office of the Chief of Engineers (Attn: CECW–CO).
Prior to approval for authorization under this NWP of any agency's activity, the Office of the Chief of Engineers will solicit public comment. As of the date of issuance of this NWP, agencies with approved categorical exclusions are: the Bureau of Reclamation, Federal Highway Administration, and U.S. Coast Guard. Activities approved for authorization under this NWP as of the date of this notice are found in Corps Regulatory Guidance Letter 05–07, which is available at: http://www.usace.army.mil/Portals/2/docs/ civilworks/RGLS/rgl05-07.pdf. Any future approved categorical exclusions will be announced in Regulatory Guidance Letters and posted on this same Web site.

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/ or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain

permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements.

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas.

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas.

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds.

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material.

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes.

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects from Impoundments.

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows.

To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains.

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment.

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls.

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills.

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance.

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project.

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.
(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights.

No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. <u>Endangered Species.</u>

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which ''may affect'' a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre- construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity ''may affect'' or will have ''no effect'' to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non- Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have ''no effect'' on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species- specific permit conditions to the NWPs.
(e) Authorization of an activity by an NWP does not authorize the ''take'' of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with ''incidental take'' provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where ''take'' means to harass, harm, pursue, hunt,

shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word ''harm'' in the definition of ''take'' means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.
(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at http://www.fws.gov/ or http:// www.fws.gov/ipac and http:// www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. <u>Migratory Birds and Bald and Golden Eagles.</u>

The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether ''incidental take'' permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. <u>Historic Properties.</u>

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may

be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non- Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any

views obtained from the applicant, SHPO/ THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts.

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters.

Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation.

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:
(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.
(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1⁄10-acre and require pre- construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally

appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1⁄10-acre or less that require pre- construction notification, the district engineer may determine on a case-by- case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult- to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the

United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2- acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee- responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. <u>Safety of Impoundment Structures.</u>

To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. <u>Water Quality.</u>

Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not

result in more than minimal degradation of water quality. *Specifically for North Dakota, the North Dakota Department of Health has denied water quality certification for all projects proposed to affect Class 1 and 1A rivers and streams, and classified lakes in Appendix I and II of the standards, and individual certification must be obtained. For projects proposed to affect any other waters, the North Dakota Department of Health has issued water quality certification provided the attached Construction and Environmental Disturbance Requirements are followed. The Standards may be found at http://www.legis.nd.gov/information/acdata/pdf/33-16-02.1.pdf?2016031115632*
On Tribal Lands, Water Quality Certification is denied for all Nationwide Permits. Applicants must work with EPA to obtain individual water quality certification. Contact: USEPA, Region 8, 401 Certification Program – 8WP-AAP, 1595 Wynkoop Street, Denver, Colorado 80202-1129. (303-312-6909)

26. Coastal Zone Management.

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions.

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits.

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications.

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____ (Transferee) ____ _____ (Date)

30. Compliance Certification.

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:
(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States.

If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a ‘‘USACE project’’), the prospective permittee must submit a pre- construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of

receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is ''no effect'' on listed species or ''no potential to cause effects'' on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no

more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act.

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the ''study river'' (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it

is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre- construction notifications to expedite agency coordination.

Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

2017 NATIONWIDE PERMITS
REGIONAL CONDITIONS
OMAHA DISTRICT
STATE OF NORTH DAKOTA

The following Nationwide Permit Regional Conditions will be used in the State of North Dakota. Regional conditions are placed on Nationwide Permits to ensure projects result in no more than minimal adverse impacts to the aquatic environment and to address local resource concerns.

1. **Wetlands Classified as Peatlands – Revoked for use**

All Nationwide Permits, with the exception of 3, 5, 20, 32, 38 and 45, are revoked for use in peatlands. Peatlands are permanently or seasonally saturated and inundated wetlands where conditions inhibit organic matter decomposition and allow for the accumulation of peat. Under cool, anaerobic, and acidic conditions, the rate of organic matter accumulation exceeds organic decay.

2. **Wetlands Classified as Peatlands – Preconstruction Notification Requirement**

For Nationwide Permits 3, 5, 20, 32, 38 and 45 permittees must notify the Corps in accordance with General Condition 32 (Pre-Construction Notification) prior to initiating any regulated activity impacting peatlands.

3. **Waters Adjacent to Natural Springs – Preconstruction Notification Requirement**

For all Nationwide Permits permittees must notify the Corps in accordance with General Condition No. 32 (Pre-Construction Notification) for regulated activities located within 100 feet of the water source in natural spring areas. For purposes of this condition, a spring source is defined as any location where there is flow emanating from a distinct point at any time during the growing season. Springs do not include seeps and other groundwater discharge areas where there is no distinct point source.

4. **Missouri River, including Lake Sakakawea and Lake Oahe – Pre-construction Notification Requirement**

For all Nationwide Permits permittees must notify the Corps in accordance with General Condition No. 32 (Pre-Construction Notification) prior to initiating any regulated activity occurring in or under the Missouri River, including Lake Sakakawea and Lake Oahe. In addition, any activity occurring in an off channel area (marinas, bays, etc.) of any of these waterbodies, a preconstruction notification is required.

5. **Spawning Areas**

Spawning restrictions and important fish habitat areas, if applicable, can be accessed on the North Dakota Game & Fish Department's website at:

http://gf.nd.gov/gnf/conservation/docs/spawning-restriction-exclusions.pdf

No regulated activity within the Red River of the North shall occur between 15 April and 1 July. Spawning season restrictions do not apply to projects involving dredging or other discharges of less than 25 cubic yards of material in any jurisdictional water.

6. **Counter-Sinking Culverts and Associated Riprap – All Nationwide Permits**

In streams with intermittent or perennial flow and a stable stream bed, culvert stream crossings shall be installed with the culvert invert set below the natural streambed according to the table below. This regional condition does not apply in instances where the lowering of the culvert invert would allow a headcut to migrate upstream of the project into an unaffected stream reach or result in lowering the elevation of the stream reach.

Riprap inlet and outlet protection shall be placed to match the height of the culvert invert.

Culvert Type	Drainage Area	Minimum Distance Culvert Invert Shall Be Lowered Below Stream Flow Line
All culvert types	≤ 100 acres	Not required
Pipe diameter <8.0 ft	100 to 640 acres	0.5 ft
Pipe diameter <8.0 ft	>640 acres	1.0 ft
Pipe diameter ≥ 8.0 ft	All drainage sizes	1.0 ft
Box culvert	All drainage sizes	1.0 ft

REGIONAL CONDITIONS APPLICABLE TO SPECIFIC NATIONWIDE PERMITS

Nationwide Permit 7 – Outfall Structures and Associated Intake Structures and Nationwide Permit 12 – Utility Line Activities.

Intake Structures – Intake screens with a maximum mesh opening of ¼-inch must be provided, inspected annually, and maintained. Wire, Johnson-like, screens must have a maximum distance between wires of 1/8-inch. Water velocity at the intake screen shall not exceed ½-foot per second.

Pumping plant sound levels will not exceed 75 dB at 50 feet.

Intakes located in Lake Sakakawea, above river mile 1519, and on the Yellowstone River, are subject to the following conditions:

- The intakes shall be floating.
- At the beginning of the pumping season, the intake shall be placed over water with a minimum depth of 20 feet.
- If the 20-foot depth is not attainable, then the intake shall be located over the deepest water available.

- If the water depth falls below six feet, the intake shall be moved to deeper water or the maximum intake velocity shall be limited to ¼ foot per second.

Intakes located in Lake Sakakawea, below river mile 1519, and the Missouri River below Garrison Dam are subject to the following conditions:

- The intakes shall be submerged.
- At the beginning of the pumping season, the intake will be placed at least 20 vertical feet below the existing water level.
- The intake shall be elevated 2 to 4 feet off the bottom of the river or reservoir bed.
- If the 20-foot depth is not attainable, then the intake velocity shall be limited to ¼-foot per second with intake placed at the maximum practicable attainable depth.

Intakes and associated utility lines that are proposed to cross sandbars in areas designated as piping plover critical habitat are prohibited.

Utility Lines

- Any temporary open trench associated with utility lines are to be closed within 30 days of excavation. This time limit may be extended by notifying the North Dakota Regulatory Office and receiving a written response that the extension is acceptable.

Nationwide Permit 11 – Temporary Recreational Structures – Boat Docks

To ensure that the work or structure shall not cause unreasonable obstruction to the free navigation of the navigable waters, the following conditions are required:

- No boat dock shall be located on a sandbar or barren sand feature. The farthest point riverward of a dock shall not exceed a total length of 30 feet from the ordinary high watermark. Information Note: Issuance of this permit does not supersede authorization required by the North Dakota State Engineer's Office.
- Any boat dock shall be anchored to the top of the high bank.
- Any boat dock located within an excavated bay or marina that is off the main river channel may be anchored to the bay or marina bottom with spuds.

Section 10 Waters located in the State of North Dakota are:

Bois de Sioux River
James River
Missouri River
Red River of the North
Upper Des Lacs Lake
Yellowstone River

Nationwide Permit 13 – Bank Stabilization

Permittees must notify the Corps in accordance with General Condition No. 32 (Pre-Construction Notification) prior to initiating any regulated activity. The notification must also include photo evidence of erosion in the area. Prohibited materials found at

http://www.nwo.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/2034/Article/487696/prohibited-restricted-materials.aspx cannot be used in waters of the United States.

Nationwide Permit 23 – Approved Categorical Exclusions

Permittees must notify the Corps in accordance with General Condition No. 32 (Pre-Construction Notification) prior to initiating any regulated activity. In addition to information required by General Condition 32 (Pre-Construction Notification), permittees must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.

GENERAL CONDITIONS (REGIONAL ADDITIONS)

General Condition 32 Notification– Pre-construction Notification

Prospective permittees should be aware that a field aquatic resources delineation may be required for applications where notification is required in accordance with General Condition 32 (Pre-Construction Notification) and/or mitigation may be required. Specific guidelines outlining the aquatic resources delineation process in the State of North Dakota and the Corps 1987 Wetland Delineation Manual and applicable Regional supplements to the Manual can be accessed on the North Dakota Regulatory Office's website at:
http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/NorthDakota.aspx

NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov

Construction and Environmental Disturbance Requirements

These represent the minimum requirements of the North Dakota Department of Health. They ensure that minimal environmental degradation occurs as a result of construction or related work which has the potential to affect the waters of the State of North Dakota. All projects will be designed and implemented to restrict the losses or disturbances of soil, vegetative cover, and pollutants (chemical or biological) from a site.

Soils

Prevent the erosion of exposed soil surfaces and trapping sediments being transported. Examples include, but are not restricted to, sediment dams or berms, diversion dikes, hay bales as erosion checks, riprap, mesh or burlap blankets to hold soil during construction, and immediately establishing vegetative cover on disturbed areas after construction is completed. Fragile and sensitive areas such as wetlands, riparian zones, delicate flora, or land resources will be protected against compaction, vegetation loss, and unnecessary damage.

Surface Waters

All construction which directly or indirectly impacts aquatic systems will be managed to minimize impacts. All attempts will be made to prevent the contamination of water at construction sites from fuel spillage, lubricants, and chemicals, by following safe storage and handling procedures. Stream bank and stream bed disturbances will be controlled to minimize and/or prevent silt movement, nutrient upsurges, plant dislocation, and any physical, chemical, or biological disruption. The use of pesticides or herbicides in or near these systems is forbidden without approval from this Department.

Fill Material

Any fill material placed below the high water mark must be free of top soils, decomposable materials, and persistent synthetic organic compounds (in toxic concentrations). This includes, but is not limited to, asphalt, tires, treated lumber, and construction debris. The Department may require testing of fill materials. All temporary fills must be removed. Debris and solid wastes will be removed from the site and the impacted areas restored as nearly as possible to the original condition.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION

FUEL COST ADJUSTMENT CLAUSE
Revision Date: 9/8/2006

Introduction

This Special Provision provides for price adjustments to the Contract when significant changes in the cost of motor fuels and burner fuels occur while completing the Contract work. Participation in fuel cost adjustment program is not mandatory. A Contractor is not required to notify the Department at the time of submitting bids whether the Contractor will or will not participate in the fuel cost adjustment provision.

The North Dakota Department of Transportation (NDDOT) will send the low responsible bidder a "Fuel Cost Adjustment Affidavit" (SFN 58393) with the proposed Contract. The Contractor shall return a completed Fuel Adjustment Affidavit with the signed Contract as specified in Standard Specification Section 103.06, Execution and Approval of the Contract. The affidavit shall be returned on all Contracts with this provision even if the Contractor elects not to participate in the provision.

Compensation adjustments for motor fuels and burner fuels consumed in prosecuting the Contract shall be determined by the Engineer in accordance with the provisions set forth herein. Compensation adjustments will be assessed monthly for the cost of the motor fuels and burner fuels whenever the Current Fuel Index (CFI) is outside the given threshold of the Base Fuel Index (BFI) for the Contract.

If the Contractor has a fixed price for fuel for motor or burner fuels to complete the work, no fuel cost adjustments will be made for that fuel type. If there is no fixed fuel price for motor or burner fuels, participation in the Fuel Adjustment provision is the decision of the prime Contractor.

If the prime Contractor decides not to participate, no fuel cost adjustments will be made to the Contract for the Contractor or any subcontractors. If the prime Contractor elects to participate in the fuel cost adjustment provision, the prime Contractor shall include the anticipated fuel cost of subcontractors who wish to participate. If fuel cost adjustments are made to the Contract, the prime Contractor shall ensure that participating subcontractors including second and lower tier, are included in the adjustments in proportion to the percentage of work and anticipated fuel cost by that subcontractor.

Fuel Indexes

Each month, NDDOT will record the average wholesale price for No. 2 diesel fuel and the average wholesale price for unleaded gasoline (87 octane). The monthly average will be the average of the daily rack prices for the month as reported by DTN Energy for Fargo ND.

The burner fuel index will be the No. 2 diesel fuel index regardless of the type of burner fuel actually used.

The Base Fuel Index (BFI) price for motor fuels and burner fuel to be used in the Contract will be the average wholesale price for the month prior to the bid opening.

The Current Fuel Index (CFI) price for motor fuels and burner fuel to be used for each monthly adjustment will be the average wholesale price for the month prior to the adjustment month.

Fuel Ratio

For motor fuels diesel and unleaded gas, the fuel ratio of the Contract will be determined by dividing the Contractor's affidavit costs for each motor fuel by the original Contract amount.

For burner fuels, the fuel ratio of the contract will be determined by dividing the Contractor's affidavit cost for burner fuels by the original Contract amount of plant-mixed hot bituminous pavement paid by the ton. Asphalt cement, binders and other miscellaneous bituminous items shall not be included.

The fuel ratio of the contract for motor and burner fuels will remain the same throughout the length of the contract. The sum of the affidavit fuel costs shall not exceed 15% of the original Contract amount.

The fuel ratio for the three fuel types will be determined by the following equation:

$$\textbf{Fuel Ratio}_{(x, y, z)} = \textbf{Affidavit Cost}_{(x, y, z)} / \textbf{Original Contract Amount}_{(x, y, z)}$$

(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel
$\text{Fuel Ratio}_{(x, y, z)}$	=	Fuel ratio of the contract for each respective fuel type
$\text{Affidavit Cost}_{(x, y, z)}$	=	Fuel costs from Fuel Adjustment Affidavit (SFN 58393)
$\text{Original Contract Amount}_{(x, y)}$	=	Total of the original contract amount excluding lane rental, and Part B of the bid (when A+B bidding is used), if applicable.
$\text{Original Contract Amount}_{(z)}$	=	Total original contract amount for all hot bituminous pavement bid items combined, excluding bid items for asphalt cement, sawing and sealing joints, coring, etc. Only hot bituminous pavement bid items measured by the Ton will be included in the calculation.

Cost Change

The monthly change in fuel costs will be determined by the following equation:

$$\textbf{Cost Change}_{(x, y, z)} = (\textbf{CFI}_{(x, y, z)} - \textbf{BFI}_{(x, y, z)}) / \textbf{BFI}_{(x, y, z)}$$

(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel (use diesel prices)
$\text{Cost Change}_{(x, y, z)}$	=	The relative change in the current CFI and the BFI for each fuel type
$\text{CFI}_{(x, y, z)}$	=	Current Fuel Index for each fuel type
$\text{BFI}_{(x, y, z)}$	=	Base Fuel Index for each fuel type

Contract Adjustments

Contract adjustments will be made for the cost of motor and burner fuels whenever the cost change exceeds a ±0.10 threshold. No fuel cost adjustment will be made for work done under liquidated damages. Adjustments will be determined for Motor Fuel (diesel), Motor Fuel (unleaded), and Burner Fuel (burner) separately and shall be computed on a monthly basis.

When the cost change is greater than 0.10, the rebate to the Contractor for each fuel type shall be computed according to the following formulas:

$$\mathbf{FCA_{(x,\,y,\,z)} = Fuel\ Ratio_{(x,\,y,\,z)} \times Estimate_{(x,\,y,\,z)} \times (Cost\ Change_{(x,\,y,\,z)} - 0.10)}$$

(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel
$FCA_{(x,\,y,\,z)}$	=	Fuel Cost Adjustment for each of the fuel types
$Fuel\ Ratio_{(x,\,y,\,z)}$	=	Fuel Ratio for each of the fuel types
$Estimate_{(x,\,y)}$	=	The monthly total of work done on estimates issued in the current month excluding incentive or disincentive payments, pay factor adjustments and any work completed under liquidated damages.
$Estimate_{(z)}$	=	The monthly total of hot bituminous pavement work done on estimates issued in the current month, excluding bid items for asphalt cement, sawing and sealing joints, coring, etc. Only hot bituminous pavement bid items measured by the Ton will be included in the calculation. Hot bituminous pavement work completed under liquidated damages will not be included.
$Cost\ Change_{(x,\,y,\,z)}$	=	The monthly change in fuel costs for each of the fuel types

When the cost change is less than -0.10, the credit to the Department for each fuel type shall be computed according to the following formulas:

$$\mathbf{FCA_{(x,\,y,\,z)} = Fuel\ Ratio_{(x,\,y,\,z)} \times Estimate_{(x,\,y,\,z)} \times (Cost\ Change_{(x,\,y,\,z)} + 0.10)}$$

(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel
$FCA_{(x,\,y,\,z)}$	=	Fuel Cost Adjustment for each of the fuel types
$Fuel\ Ratio_{(x,\,y,\,z)}$	=	Fuel Ratio for each of the fuel types
$Estimate_{(x,\,y)}$	=	The monthly total of work done on estimates issued in the current month excluding any incentive or disincentive payments, pay factor adjustments and any work completed under liquidated damages.
$Estimate_{(z)}$	=	The monthly total of hot bituminous pavement work done on estimates issued in the current month, excluding bid items for asphalt cement, sawing and sealing joints, coring, etc. Only hot bituminous pavement bid items measured by the Ton will be included in the calculation. Hot bituminous pavement work completed under liquidated damages will not be included.
$Cost\ Change_{(x,\,y,\,z)}$	=	The monthly change in fuel costs for each of the fuel types

Payments

Adjustments will be determined by the Engineer monthly. Adjustments will be made under the following spec and code for each fuel type:

109 0100	Motor Fuels (Diesel)
109 0200	Motor Fuels (Unleaded)
109 0300	Burner Fuel

When significant payment adjustments are made on final estimates to account for final in-place measured quantities, the Engineer may prorate the adjustments back to the months when the work was done.

Attachments

For informational purposes, a ‘Fuel Cost Adjustment Affidavit’ (SFN 58393) is included as Attachment A.

FUEL COST ADJUSTMENT AFFIDAVIT

North Dakota Department of Transportation, Construction Services
SFN 58393 (8-2017)

Attachment A

PCN	Project Number

The Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Contractor shall return the affidavit on all Contracts with this Provision even if the Contractor elects not to participate.

Check the box for each fuel type that has a fixed price. No adjustments in fuel price will be made for the boxes that are checked.

☐ Diesel ☐ Unleaded ☐ Burner

Does your company elect to participate in a fuel adjustment for this contract for the fuels that do not have a fixed price? No adjustments in fuel prices will be made if **No** is checked . ☐ Yes ☐ No

If yes, provide the total dollars for each of the applicable fuels:

Diesel (D)	
Unleaded (U)	
Burner Fuel (B)	
Sum (D+U+B)	% of Original Contract Amount *

*The sum of the D, U, and B may not exceed 15% of the original contract amount.

Under the penalty of law for perjury of falsification, the undersigned,

Name (print or type)	Title (print or type)
Contractor (print or type)	

hereby certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.

I hereby agree that the Department or its authorized representative shall have the right to examine and copy all Contractor records, documents, work sheets, bid sheets and other data pertinent to the justification of the fuel costs shown above.

Signature	Date

Acknowledgement

State of

County of

Signed and sworn to (or affirmed) before me on this day _____
(month, day, year)

Name of Notary Public or other Authorized Officer (Type or Print)	Affix Notary Stamp
Signature of Notary Public or other Authorized Officer	
Commission Expiration Date (if not listed on stamp)	