

**NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PROPOSAL**

**STATE FEDERAL AID PROJECT NOS. SS-6-018(094)198 (PCN-24711) and SS-6-018(093)207 (PCN-24712)**

18.150 Miles

MILL AND HMA

ND 18, JCT ND 17 N TO WALSH / PEMBINA CNTY LN (HOOPLE) and ND 18, WALSH / PEMBINA CNTY LINE N TO 87TH ST NE

PEMBINA and WALSH COUNTIES

**BID OPENING:** The bidder's proposal will be accepted via the Bid Express on-line bidding exchange at [www.bidx.com](http://www.bidx.com) until **09:30AM Central Time on February 27, 2026.**

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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**Projects:** SS-6-018(094)198 (PCN-24711) and SS-6-018(093)207 (PCN-24712)

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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

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- 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.

**Projects:** SS-6-018(094)198 (PCN-24711) and SS-6-018(093)207 (PCN-24712)

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**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:

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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.

**Projects:** SS-6-018(094)198 (PCN-24711) and SS-6-018(093)207 (PCN-24712)

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**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

Projects: SS-6-018(094)198 (PCN-24711) and SS-6-018(093)207 (PCN-24712)

**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	107	0100	RAILWAY PROTECTION INSURANCE	L SUM	1.				
003	107	0141	RAILROAD COORDINATION - COMPANY A	L SUM	1.				
004	109	1000	E-TICKETING	L SUM	1.				
005	302	0101	SALVAGED BASE COURSE	CY	262.				
006	302	0120	AGGREGATE BASE COURSE CL 5	TON	8,401.				
007	401	0050	TACK COAT	GAL	23,947.				
008	411	0105	MILLING PAVEMENT SURFACE	SY	319,086.				
009	430	0143	RAP - SUPERPAVE FAA 43	TON	35,052.				
010	430	1000	CORED SAMPLE	EA	310.				
011	430	2000	PATCHING	TON	419.				
012	430	5815	PG 58S-34 ASPHALT CEMENT	TON	1,626.				
013	702	0100	MOBILIZATION	L SUM	1.				
014	704	0100	FLAGGING	MHR	1,296.				
015	704	1000	TRAFFIC CONTROL SIGNS	UNIT	4,979.				
016	704	1048	PORTABLE RUMBLE STRIPS	EA	6.				

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**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
017	704	1067	TUBULAR MARKERS	EA	480.				
018	704	1080	STACKABLE VERTICAL PANELS	EA	40.				
019	704	1185	PILOT CAR	HR	360.				
020	706	0550	BITUMINOUS LABORATORY	EA	1.				
021	706	0600	CONTRACTOR'S LABORATORY	EA	1.				
022	709	0100	GEOSYNTHETIC MATERIAL TYPE G	SY	1,879.				
023	760	0025	SINUSOIDAL RUMBLE STRIP - ASPHALT SHOULDER	MILE	35.218				
024	760	0027	SINUSOIDAL RUMBLE STRIP - ASPHALT CENTERLINE	MILE	17.609				
025	762	0103	PVMT MK PAINTED-MESSAGE	SF	265.				
026	762	0432	SHORT TERM 6IN LINE-TYPE NR	LF	124,588.				
027	762	1106	PVMT MK PAINTED 6IN LINE	LF	229,080.				
028	762	1112	PVMT MK PAINTED 12IN LINE	LF	358.				
029	762	1124	PVMT MK PAINTED 24IN LINE	LF	102.				
			<b>TOTAL SUM BID</b>						

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**Type of Work:** MILL AND HMA

**Counties:** PEMBINA and WALSH

**Length:** 18.1501 Miles

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**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 10/10/2026. 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.

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**Type of Work:** MILL AND HMA

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**Length:** 18.1501 Miles

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**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

\_\_\_\_\_  
Subscribed and sworn to before me this day.  
TYPE OR PRINT SIGNATURE ON THIS LINE

\_\_\_\_\_  
COUNTY

(Seal)

\_\_\_\_\_  
STATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

## **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

Job 24711, SS-6-018(094)198 & SS-6-018(093)207

Milling and HMA

### **INDEX OF PROVISIONS**

Road Restriction Permits

Hot Line Notice

Price Schedule for Miscellaneous Items dated January 2, 2026 (PS-1)

Required Contract Provisions Federal Aid Construction Contracts  
(Form FHWA 1273 Rev. October 23, 2023)

SP Certified Payrolls, dated 3-7-24

SP Project Payment Reporting

Labor Rates from U.S. Department of Labor dated January 30, 2026 (Mod. No. 1)

On-The-Job Training Program 2025

SSP 4 Longitudinal Joint Density

SSP 5 Limitations of Operations

SSP 8 Federal Prohibition on Certain Technological Hardware

SSP 11 Domestic Material Procurement Preferences

SSP 12 Public Liability and Property Damage Insurance

SP 184(25) E-ticketing (Mandatory)

SP 210(25) Railroad Requirements

SP 266(25) Hot Mix Asphalt (HMA) High Recycled Asphalt Pavement (35%)

PSP 25(25) Permits and Environmental Considerations

PSP 26(25) Permits and Environmental Considerations

# 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.

RESTRICTION 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.	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 <u>plus</u> \$5 per ton per mile for that weight exceeding 130,000 lbs. GVW  Exceeding axle limits -- \$1 per ton per mile
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.	
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 <u>plus</u> \$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 <u>plus</u> \$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](mailto: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

**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. Materials and construction methods used in performing maintenance and restoration work for 107. 08 Haul Roads shall meet the requirements of the relevant specifications.

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.

Spec	Code	Specification Section No.	Section Name	Item	Price
100	9950	704.04 C.5	Temporary Traffic Control	Flagging	\$61.00 per MHR
100	9951	216.04	Water	Water	\$35.00 per M Gal
100	9952	430.04 G & I.3	HMA – Bituminous Materials	Patching – Machine Placed	\$250.00 per Ton
100	9952	430.04 G & I.3	HMA – Bituminous Materials	Patching – Hand Placed	\$270.00 Per Ton
100	9954	302.04 B	Aggregate Base and Surface Course	Aggregate Base CL 13	\$40.00 per Ton <sup>1</sup>
100	9955	203.01 C	Rock Excavation	Rock Excavation	\$30.00 per CY
100	9956	203.01 D	Shale Excavation	Shale Excavation	\$9.25 per CY
100	9957	203.01 E	Muck Excavation	Muck Excavation	\$10.50 per CY
100	9958	203.01 G & 203.05 G.3	Excavation and Embankment	Overhaul	\$0.08 per CY-Sta
100	9960	420.04 E	Bituminous Seal Coat	Blotter Sand	\$40.00 per Ton <sup>1</sup>
100	9962	260.06	Silt Fence	Cleaning Silt Fence	\$5.00 per LF
100	9963	261.06	Fiber Rolls	Cleaning of Fiber Rolls	\$5.00 per LF
100	9964	260.06	Silt Fence	Removal of Silt Fence <sup>2</sup>	\$5.00 per LF
100	9965	261.06	Fiber Rolls	Removal of Fiber Rolls <sup>2</sup>	\$5.00 per LF

<sup>1</sup> 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 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.

<sup>2</sup> This is only for pre-existing items that were not installed under the Contract.

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Assurances Required:**

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

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

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

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

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

d. *Fringe benefits not expressed as an hourly rate.*

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

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

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

## 2. **Withholding** (29 CFR 5.5)

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

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

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

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

### **3. Records and certified payrolls (29 CFR 5.5)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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

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

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

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

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

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

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

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

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

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

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

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

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

### **3. Withholding for unpaid wages and liquidated damages**

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

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

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

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

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

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

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

## **VI. SUBLetting OR ASSIGNING THE CONTRACT**

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

**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/construction-and-planning/construction-and-contractor-resources/contractor-information>. 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 Program (Davis-Bacon)/LCPtracker page at: <https://www.dot.nd.gov/about-nddot/civil-rights/labor-compliance-program-davis-bacon>. 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.

**CONTRACT SPECIAL PROVISION**  
**MANDATORY USE OF ONLINE**  
**PROJECT PAYMENT REPORTING**

**A. DESCRIPTION**

This Special Provision (SP) replaces Section 109.04 D, "Prompt Payment"

This SP details the requirements for Contractors to document payment to all tiers of DBE subcontractors and suppliers and all non-DBE subcontractors. For the purposes of this SP, the term "payee" will be used to denote all tiers of DBE subcontractors and suppliers as well as all tiers of non-DBE subcontractors.

The Department utilizes the Certification and Compliance System (CCS) for this purpose. The direct web address to this system is <https://dotnd.diversitycompliance.com/>

**B. PROMPT PAYMENT REQUIREMENTS**

Within 20 calendar days of receiving payment from the Department, pay all payees their portion of the payment less applicable retainage, not to exceed 2 percent. If the Contractor does not make prompt payment, the payee may notify the Engineer.

The Contractor may withhold payment to a payee for just cause. If withholding payment from a payee, immediately provide written notification to the payee and the Engineer with the reasons for withholding the payment. If the Engineer determines the Contractor is withholding payment with just cause, interest will not accrue.

If the Engineer determines the Contractor is withholding payment without just cause, beginning on the 21st calendar day after the Contractor's receipt of payment from the Department interest will accrue for the payee at the rate provided by NDCC 13-01.1-02. Additionally, the Department may withhold all payments to the Contractor until the Contractor properly pays the payee and agrees to make all future payments to payees as required by the contract.

The Department will apply these prompt payment procedures to all payees, in accordance with 49 CFR 26.29.

**C. REPORTING REQUIREMENTS**

**1. General.**

Create a vendor account with CCS if one does not exist. Create a user for each employee who will use the system and identify the main user. The main user will receive communications from the Department.

**2. Utilization Plan.**

Complete a Utilization Plan (UP) and submit it for approval in CSS within 14 days of being notified the UP is available, or contract execution, whichever is later. The Department may grant an extension upon written request from the Contractor.

List all payees with the UP and at the proper tier. Ensure payees are completing their requirements and provide assistance as necessary.

The Department's Civil Rights Division will review the UP, verify the DBE participation is reported correctly, and approve the UP or return it for updates. If the UP is returned it will contain a note describing the necessary updates. Complete changes and resubmit within 7 days of receiving a returned UP.

**a. Non-Account Holders.**

If a payee does not already have an account within CSS when creating the UP send the information listed below to the compliance officer via CSS:

- Company name;
- Mailing address;
- Phone number;
- Contact person's name; and
- Contact person's email address.

The NDDOT will then set up a vendor account within CCS for the payee and notify the contractor when they are available to add to the UP.

**b. Additional Payees.**

If a payee is added after the initial UP is approved, submit a request for the payee to be added via the "Subs" tab inside CCS. Complete this process before the payee is due payment.

**3. Payments.**

Once the UP is approved, the UP is locked in and contractor progress payments will be reported, and the monthly auditing process begins. An audit is the term used in the system to refer to a monthly period while the project is active.

Contractors must report any payments for all payees for each audit period. A payment may be marked as final and if the payee agrees to the final payment no other reporting will be required on that payee. Payments of \$0 must be reported or the audit will be considered incomplete. Audits are available in subsequent months, meaning the January audit period will open in February. Payments not reported within 30 days will be considered past due. Audits containing past due payments must be unlocked by a system administrator.

**4. Payment Discrepancies.**

Payees are required to confirm payments or open a Discrepancy (dispute original submission) within 30 days of the payment being recorded. Payments not confirmed nor disputed within 30 days will be auto-confirmed by the system administrators and the ability to dispute that payment will no longer be available. Contractors are to ensure the payees on their project are timely confirming/disputing payments.

Attempts should be made to resolve Discrepancies between the two parties. CCS provides functionality for each party to comment publicly or privately (private comments are visible to system administrators only). If the parties cannot come to a resolution, the Department will make a resolution. The Department may request additional information, if applicable, before making a resolution.

**5. Certification and Compliance System Assistance.**

A user manual for UP's and recording project payments is available within the system. The user manual and other training is offered by navigating to it once logged in. A UP does not have to be assigned to an entity to view the guide or attend system training.

For further assistance, contact the Civil Rights Division for DBE related inquiries and the Construction Services Division for all other inquiries.

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NDDOT's *Davis-Bacon Wage and Payroll Requirements Handbook* is available at:  
<https://www.dot.nd.gov/about-nddot/civil-rights/labor-compliance-program-davis-bacon>

## U.S. DEPARTMENT OF LABOR

STATE NORTH DAKOTA	COUNTY STATEWIDE	ND20260006 Page 1
		<p>DATE OF DECISION 01-16-2026 01-30-26(Mod.1)</p>

	Basic Hourly Rates	Fringe Benefits Payments	
		H & W/Pensions	
<b>CARPENTERS</b>	\$38.70	\$ 9.00	
<b>CEMENT MASONS/FINISHERS</b>	38.70	9.00	
<b>LINE CONSTRUCTION:</b>			
Lineman	55.35	10.71 + 25%	
Cable Splicer	55.35	10.71 + 25%	
Line Equipment Operator	47.00	10.46+ 25%	
Groundman	31.32	14.69 + 15%	
<b>ELECTRICIANS:</b>			
Electrician	55.35	10.71 + 25%	
Cable Splicer	55.35	10.71 + 25%	
(Adams, Billings, Bottineau, Bowman, Burke, Divide, Dunn, Emmons, Golden Valley, Grant, Hettinger, McHenry, McKenzie, Mclean, Mercer, Mountrail, Oliver, Pierce, Renville Rolette, Sheridan, Sioux, Slope, Ward and Williams Counties)			
Electrician	55.35	10.71 + 25%	
Cable Splicer	55.35	10.71 + 25%	
(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	55.35	10.71 + 25%	
Cable Splicer	55.35	10.71+ 25%	
(Burleigh, Morton and Stark Counties)			
Electrician	37.41	16.75	
(Cass County)			
<b>WELDERS:</b>			
Receive rate prescribed for craft performing operation to which welding is incidental			

# LABOR RATES

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Page 2

Basic Hourly Rates	Fringe Benefits Payments	
	H & W/Pensions	
\$30.90		\$ 3.40
31.15		3.40
31.30		3.40
32.05		3.40
36.65		22.45
35.25		22.45

## LABORERS:

### Group 1

General Construction Laborers: Sack Shaker (cement and mineral filler); pipe handler; drill runner tender; salamander heater and blower tender; light truck; pickup driver; flaggers; pilot car drivers.

### Group 2

Semi Skilled Laborer: bulk cement handler; conduit layer, telephone or electrical, form setter (pavement); gas electric or pneumatic tool operator; chipping hammer; grinders and paving breakers (tamper-dirt); concrete vibrator operator; chain saw operator; Concrete saw operator, concrete curing man (not water); bituminous worker (shoveler, dumper, raker and floated); kettleman (bituminous or lead); concrete bucket signalman; power buggy operator; brick and mason tender; muti-plate pipelayer; culvert pipe layers; carpenters tenders.

### Group 3

Caisson Worker: Bottom Man (Sanitary sewer, storm sewer, water and gas liners); Concrete Mixer Operator (one bag capacity); Mortar Mixer.

### Group 4

Drill Runner (includes Wagon Chum or Air Track); Pipe Layers (sanitary sewer, storm sewer, water, and gas lines); Powderman; gunite and sandblast; Nozzleman; Rein forcing Steel Sellers/Tiers: Concrete Finisher Tender.

## 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.

### Group 2

All Cranes 59 tons and under; 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 supervising 5 or more Mechanics); Mon-O-Rail Hoist Operator; Power Shovel up to and including 3 CY; Tugboat.

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Page 3

Basic Hourly Rates	Fringe Benefits Payments	
	H & W/Pensions	
\$35.00		\$22.45
34.85		22.45

## **POWER EQUIP. OPERATORS: (CONT.)**

## Group 3

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; Lazer-Screed 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; Rota Milling Machine (SurfacePlaner) 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.

## Group 4

Articulated/Off Road Hauler; Asphalt Dump Person(Controls the spread of asphalt); Asphalt Paving Screed Operator; Backhoe, up to and including 1/2 CY; Boring Machine Locator; Console Board Operator; Curb Machine Operator; Distributor Operator (Bituminous); Forklift Operator; Front End Loader,1-1/2 CY up to and including 3 CY; Fuel/ Lube Truck Operator; Grade Person(Responsible for establishing and determining grade through instrumentation); Gravel Screening Plant Operator (not Crushing or Washing); Greaser; Hydro Vac and Hydro Excavator self propelled; Longitudinal Float and Spray Operator; Micro Surfacer Machine; Motor Grader Operator (Haul Roads); Paving Breaker HydroHammer Type; Pugmill Operator; Push Tractor; Roller, Steel and Rubber on Hot Mix Asphalt Paving; Rotomilling 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 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.

## Group 5

Group 3  
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-Non-Truck; Power Actuated Auger and Horizontal Boring Machine Operator up to and including 5"; Roller (on other than hot mix asphalt)

**LABOR RATES****Page 4 of 5****01-16-2026****01-30-2026(Mod.1)****ND20260006****Page 4**

<b>Basic Hourly Rates</b>	<b>Fringe Benefits Payments</b>	
	<b>H &amp; W/Pensions</b>	
\$34.00		\$22.45
33.20		22.45
33.84		19.28
33.96		19.28
34.27		19.28
34.27		19.28
35.79		19.28

**POWER EQUIP.OPERATORS: (CONT.)****Group 5 (CONT.)**

paving); Oilers; Vibrating Packer Operator (Pad Type) (Self Propelled); Water Spraying Equipment-Self Propelled; Skidsteer Operator with attachments.

**Group 6**

Assistant/Apprentice Operator; Brakeman or Switchman; Dredge or Tugboat Deckhand; Drill Truck Gravel/Testing Operator; Form Trench Digger (Power); Gunite Operator Gunall; Paint Machine Striping Operator; Pickup Sweeper, 1 CY and over Hopper Capacity; Scissor Jack {Self -Propelled} Platform Lift; Straw Mulcher, Blower and straw press; Stump Chipper Operator; Tillage Equipment Operator; Tractor Pulling Compaction or Aerating Equipment and no till drills; Trenching Machine Operator up to and including 45 H.P.

**TRUCK DRIVERS:**

Single-Axle Truck

Tandem- and Tri-Axle Truck

Tandem- and Tri-Axle Semi, Lowboy

Off Road Heavy Duty End Dumps 20 Yards and Under

Euclid, Over 20 Yards

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) (iii)].

## **LABOR RATES**

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**01-30-2026(Mod.1)**

### **HIGHWAY CONSTRUCTION PROJECTS**

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

Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

# NORTH DAKOTA DEPARTMENT OF TRANSPORTATION (NDDOT)

## ON-THE-JOB TRAINING 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 within the ND Highway Construction industry. 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 based only on federal highway dollars awarded to contractors from April to March. Trainee assignments are not project specific; that means the contractor may train program participants on any project where training opportunities exist within the state of North Dakota.

The number of trainee positions assigned will be determined by formula based on calculations involving particular project specification numbers on applicable projects. Once the formula calculations are determined the OJT Program Administrator completes a further analysis based on number of trainees per contractor, contractor work type,

location, past assignments, etc.

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 as part of 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 April to March the following year:

8,000,000 to 16,000,000	1	trainee
16,000,001 to 24,000,000	2	trainees
24,000,001 and above	3	trainees

A maximum of three (3) 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 three trainee maximum, e.g., a contractor with one carryover and three assigned positions may have a total four trainees.

Contractors assigned OJT positions are required to attend one-on-one meetings with the OJT Program Administrator and the OJT Supportive Services Consultant in early spring. The meeting is conducted virtually via Microsoft TEAMS. At this meeting any changes to the program and other important information will be shared and the contractor will have an opportunity to ask any questions they may have.

Failure to follow the OJT Special Provision and 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

*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>

*SFN 62136 On-The-Job Training (OJT) Program Dependent Child Care Reimbursement:*  
<https://www.dot.nd.gov/forms/sfn62136.pdf>

VI. APPROVALS REQUIRED

A. Requests for Approval of Training Programs and Trainee Candidates 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.
2. Submit SFN 7857 *Application for Eligibility* directly to Job Service North Dakota (JSND) for 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 Civil Rights Division.

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 not directly assigned by NDDOT.

## VII. ND DOT'S RESPONSIBILITIES

- A. The NDDOT OJT supportive services (OJTSS) consultant will monitor excerpts from the weekly certified payrolls or LCP Tracker for NDDOT projects submitted with the monthly vouchers for reimbursement. 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.
- B. The OJTSS will review Daycare Reimbursement Forms and make recommendations to CRD on approvals. CRD approves any reimbursements and the OJTSS will process any payments. OJTSS tracks funds available/expended in order to stay within the limit of available funds that season/year. OJTSS Daycare reimbursements are made using OJTSS funding, which may be limited or unavailable year to year.
- C. 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.
- D. 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. Must have trainees available to the OJTSS consultant for at least two on-site visits during the construction season. The OJTSS consultant will be provided a private location to meet with the trainee and the trainee will be allowed as much time away from the project as necessary to complete the on-site visit.
- 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. Inform trainees on availability of Daycare Reimbursement Program while in an approved training curriculum and assist them with completing the required paperwork, if applicable.
- H. 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.
- I. 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 confirmation letter as proof of the graduate's successful training program completion.
- J. 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.
- K. 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 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 of CRD.

- L. May transfer trainees from one project to another to complete the OJT Program. If transfers are made, CRD must be notified and provided with the name of the trainer.
- M. May train trainees on municipal, private, 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. Payrolls of employees trained on non-NDDOT projects must be provided to prove appropriate wages are paid.
- N. Must train trainees on projects within North Dakota. Cannot train trainees on projects located outside of the state lines. The OJTSS consultant must be able to visit the trainee twice during their program. It is unreasonable for the OJTSS consultant to make these visits outside of the state.
- O. 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.
- P. May use trainees on projects subject to TERO requirements as part of the core crew. 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.
- Q. Must not use one trainee to simultaneously fill multiple trainee positions
- R. 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 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.

Contractors will be reimbursed for classroom training hours after the trainee has completed 40 hours of work on highway construction projects.

Reimbursement for classroom training will be limited to 40 hours per trainee per construction season.

B. 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 non-federal aid 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. Current and prior labor rates can be found on the NDDOT website at: <https://www.dot.nd.gov/divisions/civilrights/laborcompliance.htm>

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. DBRA requirements can be found on the NDDOT website at <https://www.dot.nd.gov/divisions/civilrights/laborcompliance.htm>

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. Trainees must be a North Dakota resident during their training program.

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.

E. Daycare Reimbursement Program:

Approved trainees may apply for the OJT Daycare Reimbursement Program and be eligible for up to \$3,500 in reimbursement of daycare costs. The trainee must be the legal primary custodial guardian of the dependent(s) they are requesting reimbursement for. Dependent(s) must reside at the same address as the trainee for more than 50% of the calendar year. Proof of cost and other documentation will be required to be submitted with the OJT Dependent Child Care Reimbursement Form.

- Availability of program and eligible funds dependent on FHWA funding annually
- Once funding for the program has been expended for the year no further reimbursements are available
- W-9 will be required prior to any reimbursement
- Only daycare services provided during the dates/times the trainee is being trained in their approved OJT program will be reimbursed.

F. Completion Bonus Program:

Trainees that successfully complete their approved program may be eligible for a \$500 completion bonus. These funds are provided directly from NDDOT to the trainee once

completion is determined.

- Availability of program and eligible funds dependent on FHWA funding annually
- Once funding for the program has been expended for the year no further funds are available
- W-9 will be required prior to any payment
- Any voluntary positions and/or carryover positions are not eligible

G. Commercial Drivers License (CDL) Program Reimbursement:

Individuals that qualify may request reimbursement for tuition costs in an approved CDL Program upon completion up to \$6,000.

- Availability of program and eligible funds dependent on FHWA funding annually
- Once funding for the program has been expended for the year no further funds are available
- Pre-approval form and completion form required
- Periodic check-ins with instructors conducted to ensure compliance
- W-9 will be required prior to any reimbursement
- Only CDL Programs within ND on NDDOTs approved program list are available for reimbursement

XII. BASIS OF PAYMENT

- Contractors will be paid \$4.00 for each hour of training in accordance with the OJT Program Manual.
- Reimbursement will be made directly to the contractor. Complete SFN 51023 Voucher for On-the-Job Training Program Hourly Reimbursement for each trainee. LCPtracker must be utilized on NDDOT projects for reporting certified payrolls. The OJTSS consultant will be verifying hours submitted on NDDOT projects through this online reporting system. For non-NDDOT projects the firm must attach excerpts from the weekly certified payrolls showing the trainee's hours, rate of pay, and how applicable fringe benefits were paid. 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.
- 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.
- Submit completed vouchers to CRD for approval and processing by the fifteenth (15<sup>th</sup>) 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.

## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### LONGITUDINAL JOINT DENSITY FOR HOT MIX ASPHALT PAVEMENTS

##### DESCRIPTION

This provision describes the procedure for determining core locations, coring frequency and acceptance criteria for longitudinal joint construction. This Special Provision is in addition to the requirements of Section 430, "Hot Mix Asphalt (HMA)".

##### ATTACHMENTS

Appendix A – Notched Wedge

#### CONSTRUCTION REQUIREMENTS

##### A. General

Applicable longitudinal joints are defined as those between any two paved areas that require calculated density; excluding joints for mats constructed on aggregate base, reclaimed material, or cold in place recycled material.

Hot seams or seams created via echelon paving are not considered applicable joints.

##### B. Longitudinal Joint Placement.

When placing the top lift of pavement, locate longitudinal joints at lane lines or the proposed edge of pavement.

When placing asphalt pavement over existing concrete pavement, place longitudinal joints at the same location as the existing concrete pavement longitudinal joints.

##### C. Notched Wedge Construction Option.

If a notched wedge joint is used, construct the notched wedge according to Appendix A.

##### D. Coring.

Obtain joint cores at locations determined by the Engineer. The locations for joint cores will be independent of mat density cores.

Obtain density cores for butt joints centered over the longitudinal joint.

If a notched wedge style joint is constructed, center the core over the tapered portion of the joint.

##### E. Longitudinal Joint Field Density.

A lot for joint density is defined as the length of the joint completed in one day. Sublots are 1,000 feet in length, contained within the lot. If a day contains less than 3 sublots, that day will not be considered a lot and the sublots will be included in the next complete lot.

Sublots less than 500 feet in length will not be counted separately. Sublots 500 feet or greater in length will be considered separate sublots.

The Engineer will determine the density of each longitudinal joint core. The Engineer will then divide the joint core density by the daily Maximum Theoretical Density (MTD) calculated from the day the lot is completed.

The subplot percent MTD will then be averaged to obtain a lot percent MTD for the joint. The Engineer will use the lot percent MTD and Table 1 to determine a contract price adjustment. The Contract Price Adjustment per Linear Foot will be applied to the entire length of the lot.

#### **F. Low Density Requirements.**

If the percentage of compaction of a subplot is below 87.0%, a corrective action must be performed for that subplot. Collaborate with the Engineer on what corrective action to take.

If the percent compaction of a subplot is less than 90.0% and the joint is in a location where rumble strips will not be installed, seal the joint represented by that subplot with an undiluted emulsion that meets the requirements of Section 401.03 C, "Fog Coat" at no additional cost to the Department. Seal butt joints at a width of 8 inches centered on the joint and seal notched wedges at a width of 16 inches centered on the middle of the notched wedge. Use an application rate ranging from 0.10 to 0.15 Gal/SY.

#### **METHOD OF MEASUREMENT**

The Engineer will measure each lot in linear feet along the longitudinal joint.

#### **BASIS OF PAYMENT**

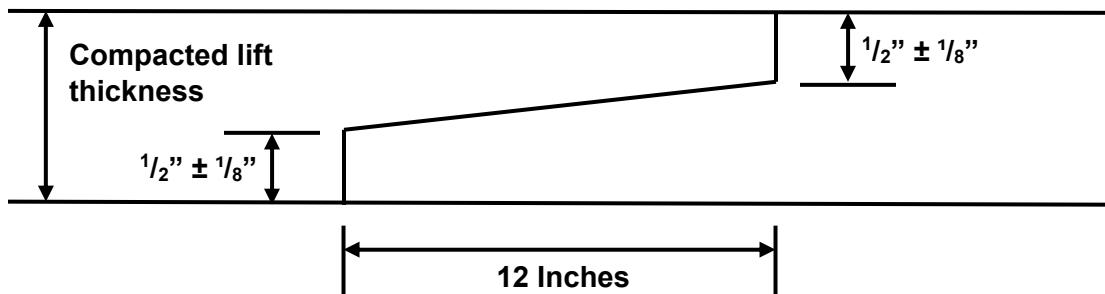
The pay adjustment for longitudinal joint density will not be used for areas constructed according to Section 430.04 I.3, "Ordinary Compaction".

The Engineer will apply the appropriate pay adjustment specified in Table 1 for each lot.

**Table 1**

<b>Contract Price Adjustment Per Linear Foot</b>	<b>Joint Lot % MTD</b>
\$0.40	≥ 91.1%
\$0.20	90.6% – 91.0%
\$0.00	90.0% - 90.5%
\$(0.20)	89.0% - 89.9%
\$(0.60)	88.5% - 88.9%
\$(1.10)	88.0% - 88.4%
\$(1.80)	87.5% - 87.9%
\$(3.60)	87.0% - 87.4%

## Appendix A Notched Wedge



**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. Nighttime 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.

The following operations are exempt from the definitions of extended hours and nighttime operations:

- Pavement coring;
- Concrete joint cutting; and
- Temporary traffic control.

Work conducted less than 1 hour after sunset and less than 1 hour before sunrise is considered extended hours. All other operations conducted under darkness fall under nighttime operations.

**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 before anticipated nighttime operations. Allow up to 7 calendar days for the Engineer to review the request. The Engineer may deny the request or delay approval if it would require additional staffing considerations. If nighttime

operations require 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**

### **STANDARD SPECIAL PROVISION**

#### **FEDERAL PROHIBITION ON CERTAIN TECHNOLOGICAL HARDWARE**

##### **DESCRIPTION**

This Special Provision details technological items that are prohibited from use on Department contracts. The contents of this SP take precedent over requirements regarding affected equipment in all other contract documents.

##### **CONTRACT REQUIREMENTS**

Equipment, services, and systems using telecommunications equipment or services are prohibited from containing equipment produced by:

- Huawei Technologies Company;
- ZTE Corporation; and
- Any subsidiary or affiliate of the named entities.

Video surveillance and telecommunications equipment are prohibited from containing equipment produced by:

- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Any subsidiary or affiliate of the named entities.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION****STANDARD SPECIAL PROVISION****DOMESTIC MATERIAL PROCUREMENT PREFERENCES****DESCRIPTION**

Replace Section 106.08, "Buy America", with the following:

**DOMESTIC MATERIAL PROCUREMENT FOR INFRASTRUCTURE PROJECTS****A. General.**

Provide materials from domestic material sources when articles, materials, or supplies are permanently incorporated into the work.

The requirements of this SP are not applicable to equipment, tools, and temporary items.

Domestic material procurement requirements do not apply to items used by the Contractor to facilitate construction that are not required to be permanently installed as part of the contract requirements, but that are left in place upon completion of the work at the convenience of the Contractor.

The definitions and requirements in this SP have been assembled based on the following Federal requirements:

- Iron and steel requirements are based on 23 CFR Part 635, "Buy America requirements";
- Manufactured products are based on 23 CFR Part 635 "Buy America requirements"; and
- Construction materials are based on 2 CFR Part 184, "Buy America Preferences for Infrastructure Projects" (BABA).

**B. Certifications.**

All certifications are submitted by the prime Contractor. When submitting certifications for materials that are subject to the requirements of this provision, the prime Contractor shall include a signed letter stating that the submitted documentation is the documentation that was received by the prime Contractor for material incorporated into the work. The prime Contractor's signature on the Department's Certificate of Compliance form meets this requirement.

**C. Determination of Material Category.****1. General.**

Only a single category of requirements will apply to an item.

**Exceptions:**

- 1) Precast concrete items are classified as manufactured products, however components of these items that consist wholly or in part of iron, steel, or a combination of both must meet the requirements of Section C.2, "Iron or Steel Products" of this provision.

- 2) Cabinets or enclosures for intelligent transportation systems or other electronic hardware systems classified as manufactured products that consist wholly or in part of iron, steel, or a combination of both must meet the requirements of Section C.2, "Iron or Steel Products" of this provision.

Some contract items are composed of multiple components that may fall into different categories. Individual components will be categorized based on their nature when they arrive at the work site. In cases where the classification of an item is in question or dispute, the Engineer's determination of the classification will be binding.

**Exception:**

Items that comprise a kit will be considered based on their status as a whole product and classified as either iron or steel products or as manufactured products. A kit is a product intended for incorporation into the project whose parts are acquired from a single manufacturer or supplier and delivered to the work site as separate components but are then assembled to form a single product at the work site.

**2. Iron or Steel Products.**

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron, steel, or a combination of both.

Predominantly iron or steel or a combination of both means the cost of the iron and steel components exceeds 50 percent of the total cost of all components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**3. Manufactured Products.**

Manufactured products are defined as articles, materials, or supplies that have been:

- Processed into specific form or shape; or
- Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

If the cost of iron and steel components of a manufactured product exceed 50 percent of the total cost of the product, the iron and steel must meet the requirements of Section C.2, "Iron or Steel Products" of this provision. The remaining components are then exempt from any domestic procurement preference.

**4. Construction Materials.**

Construction materials are materials that consist primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cables (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; or
- Drywall.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization.

## 5. Other Materials

If articles, materials or supplies do not meet any of the definitions in sections C.2, C.3, or C.4, there are no requirements for domestic manufacturing. This includes the following items that are specifically categorized as other (excluded) materials per BABA Section 70917(c) of the Infrastructure Investment and Jobs Act of 2021:

- Cement and cementitious materials;
- Aggregates such as stone, sand, or gravel; or
- Aggregate binding agents or additives.

## D. Steel and Iron Certification.

### 1. General.

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.

### 2. Bulk Manufactured Steel and Iron 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 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 that are not listed in Table 1, submit a manufacturer's Certificate of Compliance as specified in Section 106.01 C, "Certificate of Compliance".

### 4. Foreign or Uncertified Steel and Iron.

These requirements allow the use of steel and iron products produced and manufactured outside the United States, or steel and iron products that cannot be certified as manufactured 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 manufactured in the United States.

Submit the documentation of foreign and uncertified steel and iron products with the required certifications.

**E. Manufactured Products.**

Manufactured products are acceptable under this provision if the product was manufactured in the United States. For the purposes of this provision, "manufactured in the United States" means that the final assembly of the product occurred in the United States.

**F. Construction Materials.**

**1. General.**

Each material classified as a construction material has a specific standard for the material to be considered in compliance with this provision.

Except as specifically provided, only a single standard under this section should be applied to a single construction material.

**2. Non-Ferrous Metals.**

For non-ferrous metals, all manufacturing processes from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

**3. Plastic and Polymer-Based Products.**

For plastic and polymer-based products; including polyvinylchloride, composite building materials, and polymers used in fiber optic cables; all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

**4. Glass.**

For glass; including optic glass; all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

**5. Fiber Optic Cable.**

For fiber optic cable; including drop cable; all manufacturing processes, from the initial ribboning if applicable, through buffering, fiber stranding and jacketing, occurred in the United States.

All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

**6. Optical Fiber.**

For optical fiber, all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

**7. Lumber.**

For lumber, all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

**8. Drywall.**

For drywall, all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

**9. Engineered Wood.**

For engineered wood, all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

## **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

### **SPECIAL PROVISION**

#### **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

##### **DESCRIPTION**

This SP replaces Section 107.14 Public Liability and Property Damage Insurance.

##### **107.14 Public Liability and Property Damage Insurance.**

###### **A. General Requirements.**

Submit to the Department the certificates of insurance effecting the requirements in this section for the Commercial General Liability and Commercial Automobile Liability Insurances with the contract and the contract bond in accordance with Section 103.06, "Execution and Approval of Contract."

Provide insurance policies executed by a corporation qualified and authorized to write the policies in the State of North Dakota. The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Secure and maintain insurance in full force and effect before starting the work and until completion of all work required and accepted by the Department or owner. The policies shall provide 30 calendar days notice to the Department or the owner of any intent to cancel or materially alter such insurance.

Failure to maintain the insurance as required constitutes a material breach of contract. The Department or the owner may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contractor in accordance with Section 108.08, "Termination of the Contract for Default," and procure or renew such insurance and pay all premiums. The Department or the owner may demand repayment of premium costs by the Contractor, or may offset the premium costs against funds due the Contractor from the Department or the owner.

###### **B. Insurance Requirements.**

Secure and maintain in full force and effect during the term of the contract the following insurance coverages:

1. Commercial General Liability for limits not less than \$2,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage, personal injury and completed operations/product liability. Provide products and completed operations coverage for a period of one year following final acceptance of the work. Provide coverage with the aggregate limit applied separately to occurrences at the location or project described in this contract. Provide a policy including a "stop-gap" Employers Liability endorsement to cover the employer's liability for injury to employees falling outside the State Worker's Compensation Law.
2. Commercial Automobile Liability for limits not less than \$2,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers Compensation coverage as required by the State of North Dakota.

The General Liability and Automobile policies shall provide an additional insured endorsement in favor of the State of North Dakota and the Owner and shall contain a "Waiver of Subrogation" to waive any right of recovery that the Insurance company may have against the State and the Owner. The coverage required under this agreement shall be primary for the State and the Owner, and shall not be affected by any other insurance or coverage obtained by the State or the Owner on their own behalf.

Any right of the State to receive indemnification and insurance shall not give rise to a duty on the part of the State to exercise its rights or status for the benefit of the owner, or any other person or entity.

**C. Subcontractor.**

If subletting a portion of the contract, the Contractor shall obtain insurance protection in accordance with Section 107.14.B, "Insurance Requirements," to provide liability coverage to protect the Contractor, State, and owner for work undertaken by the subcontractor. Ensure public liability and property damage insurance coverage in accordance with Section 107.14.B, "Insurance Requirements," for all parties performing work under the contract.

## **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

### **SPECIAL PROVISION**

#### **E-Ticketing (Mandatory)**

#### **PROJECT # 6-018(094)198 – PCN 24711 & 6-018(093)207 – PCN 24712**

#### **DESCRIPTION**

This work consists of providing electronic material tickets (E-Ticket) for all loads of aggregate and Hot Mix Asphalt delivered to the project. For materials under 2,000 tons, a paper ticket will be accepted according to Section 109.01 J, "Weighted Materials".

#### **CONSTRUCTION REQUIREMENTS**

##### **A. General.**

30 days before project start confirm that the material suppliers E-Tickets are compatible with the Department's Electronic Ticketing portal (Haulhub).

If necessary, create a programming interface to integrate with the Department's E-Ticketing Portal. Utilize the interface to provide electronic data from the load read-out weighing system at the material source in a manner that is readable by the Department's E-ticketing Portal. Haulhub will be available to coordinate the interface with the Contractor and Subcontractors.

As E-Tickets are generated, submit them to the Department using the Department's Electronic Ticketing Portal.

Payment for material weight delivered to the project will be based upon the eTickets marked "Delivered."

Do not reissue or reprint tickets that have been marked "Delivered," "Pending," or "Rejected" without first notifying the Engineer. The Engineer may reject a reissued or reprinted ticket at their discretion. When a reissued or reprinted ticket is rejected, payment will be based upon the original ticket. When a load is rejected, the Engineer will notify the Contractor that all or a portion of the load was rejected.

The Department will reject any load that does not have a corresponding E-Ticket unless the cause is beyond the Contractor's control. In such circumstances paper tickets may be permitted at the discretion of the Engineer.

##### **B. Calibration and Testing.**

Before beginning the project conduct a test of each supplier's integration with the Department's Electronic Ticketing Portal before shipping material. Complete the test at least 15 days before shipping material.

Provide at least 5 calibration E-Tickets from each supplier to be used for the project. The calibration E-Tickets must accurately record the ticket information found in the ticket information below. Mark all categories "TEST". After the Engineer confirms the calibration E-

Tickets are entered correctly into the Department's E-Ticketing Portal, void the E-Ticket with the reason being "Department Calibration Test".

### **C. Ticket Information.**

#### **1. General Information.**

Provide the following information on each E-Ticket:

1. Ticket Number
2. DOT Project Number or DOT Project Control Number (PCN);
3. Date;
4. Name of Contractor or Sub Contractor;
5. Time of loading;
6. Unique Truck ID;
7. Maximum Gross Vehicle Weight;
8. Material type identified by pay item name;
9. Unit of Measurement
10. Time of Delivery
11. A place for comment
12. A running total of the material placed that day.

#### **2. Weighted Materials.**

Provide the following information for each E-Ticket for weighted materials:

1. Gross weight (if not automatic weighed).
2. Tare weight (if not automatic weighed).
3. Net weight.
4. Mix design number.

Measurements of weighted material is to the 0.1 ton of the material.

### **D. Summary Sheet.**

For material paid for by weigh, provided an electronic daily haul summary.

- (1) NDDOT project number or NDDOT PCN (whichever is used on the weigh tickets)
- (2) Delivery date
- (3) Contractor and Subcontractor if applicable
- (4) Pit location and owner
- (5) Identification number of truck
- (6) Each load's net weight and ticket number, with justification for out of sequence numbers
- (7) Material type identified by pay item name
- (8) Total weight of material delivered to the project
- (9) Weight of material voided or "rejected" for the day
- (10) Weight of the day's production
- (11) A signed statement from the Contractor attesting to the accuracy and completeness of the facts represented. A signed statement from a subcontractor or supplier attesting to the accuracy and completeness of the facts represented is required if they operate the scales. The statement shall consist of the following language: "I certify the Daily Haul Summary is true, accurate, and complete."
- (12) Blank for the Engineer's signature. Include the following language: "I certify the Daily Haul Summary has been reviewed, corrected as necessary, and approved."
- (13) Place for comments

## METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Pay Item	Pay Unit
E-Ticketing	LSUM

Payment for E-Ticketing will be based on the following table:

Activity	Amount Earned
Completion of the Calibration and Testing	50%
Final Material Delivery	50%

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

## **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION**

### **RAILROAD REQUIREMENTS DN RR**

**Project # SS-6-018(094)198 – PCN 24711**

#### **DESCRIPTION**

This Special Provision replaces the requirements of Section 107.13 "Railroad Provisions" and outlines the Contractor's coordination requirements with Dakota Northern Railroad (DNRR). It is the prime contractor's responsibility to ensure subcontractor compliance with the requirements.

#### **CONTRACTOR RESPONSIBILITIES**

##### **A. General.**

Upon execution of the construction contract with the Department, coordinate with DNRR and submit copies of all correspondence with DNRR to the Engineer within one business day of receipt.

Project delays incurred by the Contractor based on DNRR enforcing its authority will be considered a non-excusable delay as specified in Section 108.06 B.6, "Non-Excusable Delays". Any other delays incurred by the Contractor arising from this agreement will be evaluated by the Engineer as either excusable, non-compensable; excusable, compensable; or non-excusable based on the circumstances of the specific delay.

Payments required by the Contractor to DNRR for train delays or damage to the railway property shall be borne by the Contractor and are not reimbursable by the Department to the Contractor.

##### **B. Railroad Coordination.**

This project crosses the Dakota Northern Railroad Company at RR MP 11.41. The type of work that will be performed within the railroad right of way is 2" mill and HMA overlay on the road surface leading up to the crossing surface and between crossing surfaces for single or multiple track crossings. Call the Manager of Operations for Dakota Northern 2 days prior to starting work within 25' of the tracks:

JASON BIERWERTH  
Manager of Operations  
Dakota Northern Railroad

Cell# 701-741-6086, Off: 218-281-4704, [mnnjb@rrv.net](mailto:mnnjb@rrv.net)

Obtain information regarding crossing number 084321X from the Federal Railroad Administration Website: <http://safetydata.fra.dot.gov/Officeofsafety/>

##### **C. Railroad Protective Liability Insurance.**

This project crosses the Dakota Northern Railway at RR MP 11.41. The type of work that will be performed within the railroad right of way is milling, HMA. Direct inquiries regarding protective liability insurance to:

JASON BIERWERTH  
Manager of Operations  
Dakota Northern Railroad  
Cell# 701-741-6086, Off: 218-281-4704, [mnnjb@rrv.net](mailto:mnnjb@rrv.net)

Obtain information regarding crossing number 084321X from the Federal Railroad Administration website: <http://safetydata.fra.dot.gov/Officeofsafety/>

## **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

### **A. Railroad Protective Liability Insurance.**

Include the cost of railroad insurance in the contract unit price for "Railway Protection Insurance." Upon receiving proof of approval of the policies by the railroad company, the Department will pay the Contractor the lump sum contract unit price.

### **B. Railroad Coordination.**

Include all costs associated with coordination with DNRR and compliance with the contents of this Special Provision in the contract unit price for "Railroad Coordination." The Department will pay for one-half of this item upon receiving proof of written coordination with the railroad company and the remaining half upon completion of the project.

## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### HOT MIX ASPHALT (HMA) HIGH RECYCLED ASPHALT PAVEMENT (35%)

#### PROJECT 6-018(093)207 – PCN 24712

##### **430.01 DESCRIPTION**

Replace Section 430 with this Special Provision. This work consists of constructing bituminous pavement using a 35% RAP mixture with the addition of an Asphalt Mixture Recycling Agent.

Sample and test as outlined in the Field Sampling and Testing Manual.

##### **430.02 EQUIPMENT**

<b>Equipment</b>	<b>Section</b>
Self-Propelled Pneumatic-Tired Roller	151.01 C
Smooth-Faced Steel-Wheel Roller: Tandem – Type A	151.03 A.2
Smooth-Faced Steel-Wheel Roller: Tandem – Type B	151.03 A.3
Vibratory Roller	151.03 B
Combination Roller	151.04
Bituminous Trucks	152.01 D
Bituminous Tank Trucks	152.01 E
Bituminous Equipment	154

When air temperatures fall below 50° F at any place along the haul route of the mix, deploy the tarps installed on the bituminous trucks.

##### **430.03 MATERIALS**

<b>Item</b>	<b>Section</b>
Bituminous Material	818

###### **A. Asphalt Cement.**

The Engineer will accept asphalt cement as outlined in the Combined State Binder Group agreement for North Dakota. The Contractor shall obtain samples of this material under the observation of the Engineer. The Engineer will take immediate possession of the samples.

###### **B. Aggregate.**

Develop a mix design that contains an aggregate gradation that conforms to the requirements in Table 430-01.

**Table 430-01**  
**Aggregate Gradation for Mix Design**

Sieve Size	1/2 Inch Nominal Maximum Aggregate Size <sup>1</sup>	
	Min.	Max.
5/8 Inch	100	100
1/2 Inch	90	100
#4	40	70
#30	15	35
#200	2.0	7.0

<sup>1</sup> Nominal maximum aggregate size is defined as 1 sieve size larger than the first sieve to retain more than 10 percent.

Provide aggregate that meets the requirements in Table 430-02.

**Table 430-02**

Test Designation	Test Name	Criteria
ND T 176	Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	40% minimum
ND D 4791	Test Method for Flat Particles, Elongated Particles, or Flat Elongated Particles in Coarse Aggregate	10% maximum
AASHTO T 96	Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	40% maximum
ND T 113	Lightweight Pieces in Virgin Aggregate	5.0% maximum

**C. Superpave Mix Properties.**

Provide mix that meets the requirements of Table 430-03. Base the fine aggregate angularity (FAA) on the designation of the bid item.

**TABLE 430-03**

Property	FAA 42	FAA 43
Fractured Particles in Coarse Aggregate (minimum)	75%	75%
Fine Aggregate Angularity (minimum)	42%	43%
Gyratory Effort, # of Gyrations	$N_{ini} = 7, N_{des} = 75, N_{max} = 115$	
Voids filled with Bitumen	65-78%	65-78%
%G <sub>mm</sub> @ N <sub>ini</sub> (maximum)	89%	89%

The superpave mix properties shown in Table 430-03 will be determined according to the methods shown in Table 430-04.

**Table 430-04**  
**Methods for Determining Superpave Mix Properties**

Fractured Particles in Coarse Aggregate	NDDOT 4
Fine Aggregate Angularity	ND T 304
Gyratory Effort, # of Gyration	AASHTO R 35
Voids filled with Bitumen	AASHTO M 323, ND T 166
%G <sub>mm</sub> @ N <sub>ini</sub>	AASHTO M 323, ND T 166

**D. Preparation of Aggregates.**

When using a drum-dryer mixer, prepare aggregate so that the moisture content of the bituminous mixture is less than 1 percent.

Screen aggregates used in a cold-feed control into two or more fractions consisting of at least 1 fine and 1 coarse aggregate stockpile. Feed aggregate from the stockpile into separate compartments for accurate proportioning into the mixer.

**E. Recycled Asphalt Pavement (RAP).**

Obtain the recycled material from the project or from a source specified for the project by the Department. The Engineer will approve recycled material from a different source only if that source is another Department project.

Incorporated RAP into mix used for mainline pavement at a rate of 35 percent of the mix, by weight.

Provide recycle material with a maximum particle size of 1.25 inch.

Introduce recycled material so that it does not come into direct contact with the burner flame. Add binder to the combined virgin aggregate and recycled material.

When obtaining material from the roadway to determine the RAP mix design, the Engineer will designate the location used to obtain material.

## **430.04 CONSTRUCTION REQUIREMENTS**

**A. Contractor Quality Control (QC).**

**1. Quality Control Personnel.**

Provide the following personnel certified through the Technical Certification Program (TCP). The requirements of the TCP can be found on the Department's website, [www.dot.nd.gov](http://www.dot.nd.gov).

- Aggregate Field Lab Tester to be on the project during aggregate production;
- Aggregate Field Lab and Asphalt Mix Tester to be on the project during asphalt mix production;
- Asphalt Pavement Inspector to be on the project during paving operations; Asphalt Mix Controller; and
- Asphalt Mix Designer to provide the mix design(s).

## **2. Quality Control Plan.**

Before beginning work, submit a copy of the QC plan to the Engineer. Provide and maintain copies of the plan at the Quality Assurance (QA) and QC laboratories. Provide the following minimum information in the plan:

- a. The names and phone numbers of the individuals responsible for the QC program.
- b. A listing of the personnel responsible for the QC testing and their North Dakota Technician ID and certification.
- c. An organizational chart indicating lines of authority, including names and phone numbers.
- d. Details of the QC plan addressing the following items:
  - Pit operations and methods used to control uniformity, limiting segregation, and efficiently utilizing the aggregate resources of the pit;
  - Plant operations listing proposed equipment and method of operations;
  - Site plan drawing of plant;
  - Testing frequency for both aggregate production and mix production; and
  - Discussion of how the QC program responds to the need for corrective action.

An example quality control plan is available on the Department's website.

## **B. Engineer's Quality Assurance Plan.**

Provide the following personnel:

- Certified Aggregate Field Lab and Asphalt Mix Tester to be on the project during asphalt mix production.
- Certified Asphalt Pavement Inspector to be on the project during paving operations
- Certified Asphalt Mix Controller

The Engineer will provide a quality assurance plan to the Contractor at the time the Contractor submits the quality control plan specified in Section 430.04 A.2, "Quality Control Plan." The quality assurance plan will contain:

- The names and phone numbers of the individuals responsible for the QA program.
- A listing of the personnel responsible for the QA testing and their North Dakota Technician ID and qualifications.
- An organizational chart indicating lines of authority, including names and phone numbers.

## **C. Pit Operations and Stockpiling of Aggregate.**

### **1. General.**

Certification as an Asphalt Mix Designer is required to sign an asphalt mix design. Individuals completing the tests on the material included in the design must also be certified.

Perform the tests required in Section 430.02 A.2, "Contractor Testing" in the Field Sampling and Testing Manual. Provide copies of test results for each stockpile of aggregate by noon the day following the tests.

Before the start of bituminous mix production, stockpile sufficient aggregate at the plant to produce the lesser of:

- 25,000 tons of bituminous mixture; or
- 50 percent of the required quantity of bituminous mixture.

During bituminous mix production, maintain sufficient aggregate in the stockpiles to produce the lesser of:

- 5,000 tons of bituminous mixture; or
- 25 percent of the required quantity of bituminous mixture to finish production.

## **2. Determination of Specific Gravity.**

Obtain an 80-pound sample of milled material for determination of RAP specific gravity, split the sample, and submit half of the material to the Engineer.

If the specific gravity values determined by the Contractor and Engineer as required by Section 430.02, "Quality Control Testing" of the Field Sampling and Testing Manual correlate within 0.040, proceed with developing a mix design using the Contractor's averaged specific gravity values.

If the specific gravity values determined by the Contractor and Engineer as required by Section 430.02, "Quality Control Testing" of the Field Sampling and Testing Manual do not correlate within 0.040, choose one of the following options:

- Perform the tests together with the Engineer at an agreed upon location; or
- Resolve the testing differences according to the dispute resolution procedures in Section 430.04, "Dispute Resolution" of the Field Sampling and Testing Manual.

Once resolved, proceed with the development of a mix design using the determined number for the tests performed with the Engineer or the number determined by the dispute resolution procedure.

## **D. Mix Design.**

### **1. General.**

#### **a. Mix Design Meeting.**

30 days before beginning development of the Mix Design, hold a meeting with the Engineer and Materials and Research.

#### **b. Mix Design Development.**

Develop asphalt mix design according to NDDOT 2, "Gyratory Mix Design Procedure", which can be found in the FSTM. Use an Asphalt Mixture Recycling Agent that is approved and listed in AASHTO PEAS. Add the Asphalt Mixture Recycling Agent at the manufacturer's recommended dosage rate for the asphalt mix design.

#### **c. Mix Design Submittal.**

Do not begin production of hot bituminous pavement before the Department reviews the submitted mix design.

Submit the mix design a minimum of 15 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.

When making the blend determinations for the mix design, use the average of the production samples value for each sieve from each stockpile.

Base the mix design on the criteria specified in Table 430-05 and develop the mix design according to the standards outlined in Table 430-06.

**TABLE 430-05**  
**Hot Mix Asphalt Testing Criteria**

Procedure/Property/Test	Criteria	Reference
Voids in Mineral Aggregate	14.0 Minimum for $\frac{1}{2}$ Inch Nominal Maximum Aggregate	AASHTO M 323 ND T 166
% $G_{mm}$ @ $N_{max}$	98.0 Maximum	AASHTO M 323 ND T 166
Dust/Effective Asphalt Ratio	0.6 - 1.3 (top Lift) 0.6 - 1.4 (Bottom Lifts)	AASHTO M 323 ND T 166
Desired Moisture Sensitivity, Min. % Strength Retention <sup>1,2</sup>	70 @ $7.0 \pm 1\%$ Air Voids	AASHTO T 283 AASHTO R 30
Asphalt Film Thickness <sup>1</sup> (Microns)	7.5 - 13	Determined by Department's mix design program.

<sup>1</sup> Desired value, the Department will make a final determination based on the mix design.

<sup>2</sup> Only required when specified on the plans.

**TABLE 430-06**  
**AASHTO SUPERPAVE MIX DESIGN STANDARDS**

Designation	Title
ND T 312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
AASHTO R 35	Practice for Superpave Volumetric Design for Hot Mix Asphalt
AASHTO R 30	Mix Conditioning of Hot Mix Asphalt (HMA)
AASHTO M 323	Specification for Superpave Volumetric Mix Design
ND T 166	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens

Submit a revised mix design if:

- utilizing aggregate from sources not initially submitted;
- processing the aggregate using a different crusher; or
- using a different type or grade of bitumen.

Allow 10 calendar days for the Department to review the revised mix design before incorporating the material into the work.

If the source of bitumen changes from the approved mix design, immediately notify the Engineer of the change and provide the relevant information related to the new source. The Engineer may request a new mix design. If the Engineer requests a new mix

design, submit the necessary materials and allow 10 days for the Department to review the revised mix design before incorporating the material into the work.

**2. Materials and Research Mix Design Performance Testing.**

Deliver the following to Materials and Research for performance testing:

1. 100 lbs of HMA mix without the Asphalt Mixture Recycling Agent;
2. 100 lbs of HMA mix at the target Asphalt Content;
3. 100 lbs of HMA mix 0.25 % above the target Asphalt Content; and
4. 100 lbs of HMA mix 0.50% above the target Asphalt Content.

Allow Materials and Research Division 7 calendar days to perform performance testing to determine the optimal target air voids and asphalt content of the HMA mix design.

**3. Engineers Mix Design Verification.**

Submit the following items to the Engineer for mix design verifcaion with each mix design:

- a. An aggregate sample representing each stockpile used for the mix design. The total weight of material shall be approximately 150 lbs.

- b. Eight one-quart cans of PG asphalt. The PG asphalt shall be the same grade specified on the plans and from the supplier that will be used on the project.

When multiple grades of PG asphalt are specified, one grade may be supplied, but it must be the same grade used to develop the mix design.

- c. Provice one-quart containers of Asphalt Mixture Recycling Agent along with the manufacturer's dosage recommendations.

- d. Approximately 100 lbs. of loose asphalt mix prepared at the asphalt binder content specified in section 430.04 D "Mix Design" of this Special Provision with an Asphalt Mixture Recycling Agent.

- e. The Contractor shall submit a mix design that contains the following elements:

1. The percentage of aggregate passing each of the specified sieves.
2. The percent asphalt cement to be added to the mixture.
3. The percent of Asphalt Mixture Recycling Agent added to the mixture.
4. The target air voids will be 3.0%.
5. The maximum specific gravity of the mixture obtained in the laboratory.
6. The bulk specific gravity of the mixture obtained in the laboratory.
7. The percent VMA of the mixture obtained in the laboratory.
8. Calculated film thickness (microns).
9. Calculated dust/asphalt ratio.
10. %Gmm @ Nini
11. %Gmm @ Nmax
12. RAP asphalt cement content
13. RAP specific gravity
14. RAP FAA
15. RAP gradation

- f. Submit a 50 pound sample of the milled material.

## **E. QC Testing.**

### **1. General.**

During production of the bituminous mix, perform sampling and testing on the aggregate and bituminous mix as the mix is being produced and placed on the roadway.

Perform the tests specified in Section 430.02, "Quality Control Testing" of the Field Sampling and Testing Manual at the designated frequencies. During aggregate production, test results must be made available by noon the day following the test. During mix production, furnish copies of test results upon completion of the test.

If the QC test results for ND T 176 or ND T 113 indicate uniform results, the Engineer may issue a written notice reducing the frequency of these tests.

### **2. Determination of Asphalt Content.**

Under the observation of the Engineer, determine the asphalt content each time a gradation test is taken. Base the asphalt content on readings from the totalizers for the aggregate and the asphalt as outlined in SFN 18674, "Asphalt Content & Virgin Aggregate Determination".

### **3. Sample Splitting.**

The Engineer will take possession of one half of the split QC sample and will perform testing on a portion of the material, as necessary.

The portion of the sample submitted to the Engineer will be retained for 24 hours after the QA test representing the lot of material has been performed. Either the Engineer or Contractor may request to have the remaining portion of the sample tested within the 24 hour timeframe. If a request is made, the Engineer will test the remaining portion of the QC sample and the Engineer's results will be used as the basis for acceptance of the aggregate.

### **4. Documentation.**

Maintain complete records of all process quality control tests. Record all test results and calculations and document results on Department provided forms. The required forms are available on the Department's website [www.dot.nd.gov](http://www.dot.nd.gov). The proper forms for individual tests are listed in the Field Sampling and Testing Manual.

Maintain control charts at the QC laboratory. Record test results on the control charts immediately upon completion of the test. Record the following parameters on the control charts:

- Gradation of the control sieves (1/2 Inch, #4, #30, and #200), (ND T 27 and ND T 11);
- Asphalt Content;
- Theoretical Maximum Specific Gravity, (ND T 209);
- Bulk Specific Gravity, (ND T 166);
- Percent Air Voids of field Gyratory samples;
- Average Daily Density;
- Fines/Asphalt Ratio;
- Asphalt Film Thickness (microns); and

- Fine Aggregate Angularity.

Control charts must display:

- Single test control limits for each test parameter;
- Individual test results;
- Moving average control limits; and
- Moving average of the last four tests.

Color code the moving average results and control limits, and the single tests and control limits.

Make the control charts available at the QC laboratory and accessible for review by the Engineer during the paving operations. Submit complete control charts upon completion of the paving operations.

## 5. Control Limits.

The field test results may vary from the mix design target values as shown in Table 430-07.

The Engineer will allow 2.0 percent of the material to be retained on the 5/8 inch sieve providing all material passes the 3/4 inch sieve.

**TABLE 430-07  
ALLOWABLE WORKING RANGES**

Test/Assessment	Single Test Target Value Control Limit	Moving Average Target Value Control Limit
Asphalt Content (based on totalizer reading)	±0.30	±0.24
ND T 11 and ND T 27 and	Sieve Analysis of Fine and Coarse Aggregates (Control Sieves)	
	1/2"	±6
	#4 sieve	±6
	#30 Sieve	±5
	#200 Sieve <sup>1</sup>	±2.0
SFN 50289	Percent Air Voids	1.5% - 5.0%      2.0% - 4.5%
ND T 113	Lightweight Pieces in Aggregate	Not more than the maximum specified
NDDOT 4	Percentage of Fracture Particles in Coarse Aggregate	Not less than the minimum specified
ND T 304	Fine Aggregate Angularity	Not less than the minimum specified
ND T 176	Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	Not less than the minimum specified

<sup>1</sup> Not to exceed the maximum specified in Table 430-01.

**a. Single Test Target Values.**

If an individual test falls outside the single test target value control limits, take immediate corrective action. After implementation of the corrective action, collect a sample and conduct the test that fell outside the control limits. If the test following the corrective action falls outside of the control limits discontinue paving operations until the cause is found and corrected. Resume paving operations only after obtaining approval from the Engineer.

The test following the corrective action is used to determine the effectiveness of the corrective action. It is not used for acceptance of material and will not be factored into the moving average.

If, in an individual gradation test, a single control sieve falls outside the single test target value control limits, continued production is allowed only if the air voids are within the control limits and the material passing the #200 sieve does not exceed the maximum specified in Table 430-01.

Discontinue paving operations if 2 consecutive tests exceed the single test target value control limit for any of the following:

- ND T 113, Lightweight Pieces in Aggregate;
- ND T 304, Fine Aggregate Angularity;
- NDDOT 4, Percentage of Fracture Particles in Coarse Aggregate; or
- ND T 176, Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test.

Resume paving operations only after taking corrective action and obtaining approval from the Engineer.

**b. Moving Average Target Values.**

The moving average for each test is determined using the 4 most recent test results.

If the moving average for a test trends toward the moving average target value control limits, take corrective action. After implementation of the corrective action collect a sample and conduct the test that is trending towards the moving average control limits. The test following the corrective action is used to determine the effectiveness of the corrective action. It is not used for acceptance of material and will not be factored into the moving average. Document the corrective action.

If the moving average for a test exceeds the moving average target value control limits, continued production is allowed only if the air voids are within the control limits and the material passing the #200 sieve does not exceed the maximum specified in Table 430-01.

If the air voids are outside the control limits or the material passing the #200 sieve exceeds the maximum specified in Table 430-01, perform one of the following actions:

- Implement corrective measures to produce mix that is based on the mix design; or
- Request that new target values be set if the test results indicate that adjustments to the target values are necessary. Implement the adjusted target values only after receiving the Engineer's written approval.

If the moving average for air voids exceeds the moving average control limit, discontinue paving operations and implement corrective measures. The Engineer may allow continued paving if satisfied with the corrective measures. Resume quality control testing when the plant has started and operations are equalized.

## **F. Surface Preparation.**

Remove deleterious material from the surface.

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 self-propelled pneumatic-tired rollers to roll and compact the mix.

The mix required for correcting local irregularities will be deducted from the total mix used for the project, meaning that the subsequent lift of pavement will be thinner than originally planned.

Apply a tack coat to the surface and to the exposed edges of longitudinal and transverse joints before placing bituminous pavement. Apply a double application of tack coat to longitudinal joints and a minimum of one inch on either side of the joint. Apply a tack coat on a previously placed layer or surface of pavement before placing the next lift.

## **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.

## **H. Spreading and Finishing.**

### **1. General.**

Do not place bituminous mixture on a damp pavement surface, on a frozen roadbed, or when weather conditions prevent the proper handling and finishing of the bituminous mixtures.

Use bituminous pavers to spread and finish mixtures to the required section leaving the mixture uniformly dense, smooth, and free from irregularities. In locations where it is impractical to use normal laydown equipment the Engineer will allow other methods.

Control paver speed below the manufacturer's recommended maximum speed. Coordinate plant output and paver speed so paver operation is smooth and continuous.

The surface thickness shown on the plans is for estimating purposes only. Place pavement to use the estimated tonnage uniformly throughout the roadway.

Supply mix that is uniform and homogeneous. The Engineer will reject loads of mix or sections of pavement containing uncoated batches of aggregate or segregated materials.

Remove and replace material that is visibly segregated. If a paver placed the material, remove the segregated material to the full width of the paver. If the material was placed by hand, remove the full area of segregated material, plus an additional 6 inches around the entire segregated area.

Place material in lifts between 1.5 and 3.0 inches of compacted bituminous material. Leveling courses may be placed with thickness less than 1.5 inches.

Place bituminous mixture so a single lane is not more than one day's run in advance of any adjacent lane. Leveling courses are excluded from this requirement.

Do not place bituminous pavement on bridge decks.

## 2. Air and Surface Temperature Requirements.

Place a subsequent lift after the previous lift has cooled to 130°F.

Place bituminous mix when the temperatures are at or above the requirements in Table 430-08.

**Table 430-08**  
**Standard Paving Temperatures**

Compacted Thickness	Air Temp for Surface Course	Air Temp for Subsurface Course and Approaches	Existing Mat
1-1/2 inches or less	45°F	40°F	40°F
More than 1-1/2" inches	40°F	35°F	40°F

Measure the existing mat temperature using one of the following methods:

- Using an infrared sensing thermometer; or
- Insert a conventional thermometer into a 1 inch deep hole in the pavement. Fill the hole with water, oil, or grease.

## 3. Mix Temperature Requirements.

Discharge mix from the mixer with a temperature no higher than the bituminous material manufacturer's recommendation. If there are no recommendations on maximum mix temperature, discharge mix with a maximum temperature of 300°F.

When the ambient temperature is 60°F or higher, place mix with a minimum laydown temperature of 230°F. When the temperature is below 60°F, place mix with a minimum laydown temperature of 250°F.

### I. Compaction.

#### 1. General.

Remove all surface irregularities before beginning compaction.

Sequence rolling operations and select the type and the number of rollers to match production and to attain the required density before the mat temperatures fall below 185°F.

In areas not accessible to rollers, compact the pavement mat with hand or mechanical tampers.

## 2. Calculated Density.

### a. General.

Use calculated density on mainline pavement, interstate crossroads, ramps, turn lanes, rest area approaches, and parking lots.

### b. Coring.

#### (1) General.

Obtain pavement cores at locations designated by the Engineer under the observation of the Engineer.

Use a machine that cuts a cylindrical core sample without disturbing the density of the sample. Complete coring on or before the working day following the placement of the lift. Obtain a core with a smooth outer surface, no distortion of the cylindrical shape, and no displacement of the aggregate particles. Obtain a core that is 6 inches in diameter and the full depth of the in place asphalt.

Fill core holes before placing the subsequent lift of pavement. If there is no subsequent lift of pavement, fill the core hole within 24 hours of obtaining the core. Remove free standing water before filling core holes. Fill core holes in 2 inch lifts using material from the same mix design used on the roadway. Compact each lift using a hand tamper.

#### (2) Pavement Density Cores.

Use a masonry saw to cut the core so that only the layer to be tested is removed.

Label each core, using a system approved by the Engineer, to identify the location from which the core was obtained.

#### (3) Pavement Thickness Determination Cores.

Obtain pavement thickness determination cores after the final lift of pavement has been placed. Label the cores. The Engineer will take possession of these cores immediately upon extraction. Do not cut these cores.

## 3. Ordinary Compaction.

### a. General.

Use ordinary compaction on shoulders, driveways, section line approaches, bike paths, leveling courses, and patches.

Ordinary compaction consists of breakdown rolling, intermediate rolling, and finish rolling. Compact the bituminous material until the surface is tightly bound and shows no displacement under operation of the roller.

For patching, immediately after spreading perform initial rolling with pneumatic-tired rollers or combination rollers.

**b. Breakdown Rolling.**

Pass a roller over the placement area one or more times. Use a roller from the following list:

- Self-Propelled Pneumatic-Tired Roller;
- Smooth-Faced Steel-Wheel Roller: Tandem – Type A;
- Vibratory Roller; or
- Combination Rollers.

**c. Intermediate Rolling.**

Perform intermediate rolling following breakdown rolling using a self-propelled pneumatic-tired roller or a combination roller until the surface is tightly bound and shows no displacement under the roller.

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.

**d. Finish Rolling.**

Perform finish rolling with a tandem Type B smooth-faced steel-wheel roller or a vibratory roller in the static mode. Continue finish rolling until roller marks are eliminated.

**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 or in a wheel path.

**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.

**K. Tolerances.**

Correct surface irregularities that exceed 3/16 inch measured with a 16 foot straightedge.

**L. Pavement Sloughs.**

Compact pavement sloughs with rollers capable of providing a smooth finished compacted slough that is free of tire marks and unevenness and drop-offs. The Engineer will not require density tests.

**M. Acceptance.**

**1. General.**

The Engineer will accept bituminous mix based on the criteria in this section.

The Engineer will include material used in shoulder placement when calculating the total quantity of material affected by the Aggregate and Asphalt Content pay factors. The Engineer will exclude materials used in shoulder placement when calculating the Field Density and will not designate core locations within shoulder areas.

**2. Aggregate.**

The Engineer will accept aggregate used in the mix based on QC tests that are verified by QA testing, and the control limits specified in Section 430.04 E.5, "Control Limits".

If the results for two consecutive aggregate gradation tests in a single day fall outside the single test target value control limits, the Engineer will apply a contract price adjustment as specified in Section 430.06 C, "Contract Price Adjustments".

**3. Asphalt Content.**

The Engineer will base the acceptance of the asphalt content of bituminous mix on the totalizer readings obtained as specified in Section 430.04 E, "QC Testing" and SFN 9988, "Mix Bitumen Cut-Off Report" and will apply a contract price adjustment as specified in Section 430.06 C, "Contract Price Adjustments".

If the average asphalt content, as determined by the Engineer according to SFN 9988, "Mix Bitumen Cut-off Report" deviates from the target value by 0.40 percentage points or more, the Engineer may reject the material. If the material is accepted, the Engineer will apply a contract price adjustment as specified in Section 430.06 C, "Contract Price Adjustments".

**4. Field Density.**

This section will apply when the pavement is constructed as specified in Section 430.04 I.2, "Calculated Density".

The Engineer will base acceptance of the density of hot mix asphalt on the average density of the pavement compared to the daily average maximum theoretical density. The comparison will be made using SFN 59132, "Density Pay Factor".

The Engineer will determine the density of pavement based on lots. A lot is equal to the amount of material, in tons, placed each production day.

A subplot is defined as a single lift, one paver width wide, and 1,000 feet long. If a partial subplot is less than 500 feet, it will be included in the previous subplot. A partial subplot 500 feet or greater will be considered a separate subplot.

The individual subplot densities will be averaged to determine the density of the pavement lot.

If the average pavement density compared to the daily average maximum theoretical density is below 90.0%, remove and replace the pavement. If the average pavement density compared to the average maximum theoretical density is equal to or greater than 90.0%, the Engineer will apply the adjustment factors specified in Section 430.06 C, "Contract Price Adjustments".

## **430.05 METHOD OF MEASUREMENT**

The Engineer will measure, completed and in place, as specified in Section 109.01, "Measurement of Quantities" and the following:

**A. Bituminous Pavement.**

The Engineer will pay for the tonnage of bituminous mix used in the accepted pavement and will make no deduction for the weight of asphalt cement used in the mixture.

**B. Asphalt Cement.**

The Engineer will determine the quantity of asphalt cement used each day by completing SFN 9988, "Mix Bitumen Cutoff Report".

**C. Cored Sample.**

The Engineer will measure each individual cored sample that is removed in the required condition.

**D. Tack.**

Tack will be measured as specified in Section 401.05, "Method of Measurement".

## **430.06 BASIS OF PAYMENT**

**A. General.**

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Cement	Ton or Gallon
RAP Superpave, FAA	Ton
Patching	Ton
Cored Sample	Each

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

**B. Tack.**

Tack will be paid for as specified in Section 401.06, "Basis of Payment".

**C. Contract Price Adjustments.**

**1. General**

The Engineer will calculate the Combined Adjustment Factor by multiplying the individual adjustment factors for:

- Aggregate gradation;

- Asphalt content; and
- Compaction.

1.0 will be subtracted from the Combined Adjustment Factor to determine the Contract Price Adjustment.

The contract price adjustment will be determined by multiplying the Contract Price Adjustment Factor by the total tons of hot mix asphalt placed during a single day and the contract unit price for "RAP Superpave FAA \_\_\_\_".

## **2. Aggregate Gradation Adjustment Factor.**

The aggregate gradation adjustment factor will only be applied if two consecutive aggregate gradation tests in a single day contain a sieve that is outside the Single Test Target Value Control limits specified in Table 430-07. If different sieves fall outside the limits on consecutive tests, the adjustment factor will be applied.

If more than one sieve exceeds the Single Test Value Control Limits, the Engineer will use the largest uniformity deviation (U) when determining the adjustment factor.

When the aggregate gradation factor is applied, the Engineer will calculate the adjustment factor using the largest deviation (U) to calculate the adjustment factor.

$$\text{Adjustment Factor} = \frac{100 - U}{100}$$

## **3. Asphalt Content Adjustment Factor.**

For each day's production, the Engineer will apply the lowest adjustment factor determined from the average or uniformity methods.

### **a. Average.**

The Engineer will determine average asphalt content using SFN 9988, "Mix Bitumen Cut-off Report" and apply the appropriate adjustment factor specified in Table 430-09.

If the average asphalt content deviates from the mix design by 0.40 percentage points or more, the Engineer will determine the adjustment factor in accordance with Section 105.07, "Conformance with the Contract Requirements", or may reject the material.

**Table 430-09**  
**Average Asphalt Content**

<b>Deviation from Target (percentage points)</b>	<b>Adjustment Factor</b>
0.00-0.24	1.00
0.25-0.29	0.98
0.30-0.34	0.95
0.35-0.39	0.92
$\geq 0.40$	Section 105.07

**b. Uniformity.**

The Engineer will determine the average asphalt cement content based on the totalizer readings specified in Section 430.04 E, "QC Testing" and SFN 18674, "Asphalt Content & Virgin Aggregate Determination Report".

If the asphalt content from any random reading varies from the daily average of the readings by more than 0.24 percentage points, the Engineer will calculate the adjustment factor according to SFN 18552 "Daily Report – Hot Bituminous Pavement – Quality Control".

$$Adjustment\ Factor = \frac{100 - [20(Deviation - 0.24)]}{100}$$

**4. Compaction Adjustment Factor.**

The adjustment factor for compaction will not be used for areas constructed according to Section 430.04 I.3, "Ordinary Compaction".

The Engineer will apply the appropriate adjustment factor specified in Table 430-10

**Table 430-10  
Density Adjustment Factors**

Adjustment Factor	Avg. Pavement Density
1.04	≥ 94.0 %
1.02	93.0 to 93.9 %
1.0	92.0 to 92.9 %
0.95	91.0 to 91.9 %
0.90	90.0 to 90.9 %
Remove & replace	< 90.0 %

**D. Bitumen Testing Price Adjustment.**

The Engineer will apply Bitumen Testing Price Adjustment to each individual subplot of material. If more than one test parameter in a subplot results in a pay factor of less than 1.00, the Engineer will apply the pay factor that results in the largest monetary deduction to that subplot.

The pay factor determined by the Engineer will be applied to the "PG \_\_\_\_\_ Asphalt Cement" contract item. The pay factor will be multiplied by the unit cost of the item and the quantity of oil represented by the sample.

**Table 430-11  
Requirements on Original Binder**

Specification	Test Result	Pay Factor (Percent)
Dynamic Shear AASHTO T 315 G*/sin δ Min. 1.00 kPa	≥ 1.00	1.00
	0.97 – 0.99	0.95
	0.94 – 0.96	0.90
	0.91 – 0.93	0.85
	< 0.91	0.70

**Table 430-12**  
**Requirements on Rolling Thin Film Oven (RTFO) Residue**

Specification	Test Result	Pay Factor (Percent)	Specification	Test Result	Pay Factor (Percent)
Heavy Traffic "H" AASHTO T 350 $J_{nr@3.2}$ Max. 2.0 kPa <sup>-1</sup>	$\leq 2.0$	1.00	Heavy Traffic "H" AASHTO R 92 Percent Recovery @ 3.2 kPa Min. 30%	$> 30$	1.00
	2.1	0.95		29	0.95
	2.2	0.90		28	0.90
	2.3	0.85		27	0.85
	$> 2.3$	0.70		$< 27$	0.70

**Table 430-13**  
**Requirements for Pressure Aging Vessel (PAV) Residue**

Specification	Test Result	Pay Factor (Percent)
Traffic "H", "V", "E" AASHTO T 315 DSR, $G^*(\sin \delta)$ Max. 6000 kPa	$\leq 6000$	1.00
	6001 - 6050	0.95
	6051 - 6100	0.90
	6101 - 6150	0.85
	$> 6150$	0.70
Creep Stiffness AASHTO T 313 Max. 300 mPa	$\leq 300$	1.00
	301 - 310	0.95
	311 - 320	0.90
	321 - 330	0.85
	$> 330$	0.70
m-value AASHTO T 313 Min. 0.300	$\geq 0.300$	1.00
	0.295 - 0.299	0.95
	0.290 - 0.294	0.90
	0.285 - 0.289	0.85
	$< 0.285$	0.70

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**PERMITS AND ENVIRONMENTAL CONSIDERATIONS**

**PROJECT NUMBER: SS-6-018(094)198 – PCN 24711**

*A Floodplain Permit is needed for the project for work within the FEMA mapped 100-yr floodplain and is currently pending. NDDOT anticipates obtaining the permit prior to the Bid Opening. The Permits and Environmental Considerations Special Provision will be revised and incorporated into the plans once the Floodplain Permit is obtained.*

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**PERMITS AND ENVIRONMENTAL CONSIDERATIONS**

**PROJECT NUMBER: SS-6-018(093)207 – PCN 24712**

This Special Provision incorporates the Floodplain Permit obtained by the North Dakota Department of Transportation (NDDOT) into the bidder's proposal.

The Contractor shall be responsible for complying with all the terms and conditions as contained in the permit(s) attached hereto. Bidders shall 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:

- **Floodplain Permit**

The Non-Building Floodplain Permit issued by Pembina County allows work within the FEMA mapped 100-yr floodplain. The Floodplain Permit and the Flood Insurance Rate Map are attached.

The Contractor is responsible for preparing and submitting Permit(s) for any additional impacts not authorized by the attached Permit(s) obtained by the NDDOT. The Contractor is responsible for any delays associated with obtaining any additional Permit(s).

# FLOODPLAIN DEVELOPMENT PERMIT APPLICATION NON-BUILDING SITUATION

## GENERAL INFORMATION

PERMIT APPLICATION #2025-0009 DATE: 10/28/2025

Applicant/Contact: *NDDOT/Steve Kessler* Telephone # *(701) 328-3736*

Address: *North Dakota Department of Transportation  
Attn: Engineering and Environmental Services  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700*

Brief project description - location of proposed development - legal description:  
*Section 32, 33, T159N, R54W*

*Work will include a 2" mill and 2" overlay on ND highway 18 from the county line north 9 miles. Work will be within the FEMA mapped 100-yr floodplain of the tributary to Cart Creek.*

Contractor: *Contract Not Awarded*

Telephone #

Address:

Estimated Cost of project:

## FLOODPLAIN DETERMINATION :

(Complete the appropriate information)

Project is located: 100-year floodplain? (Flood Fringe): *Yes*  
Regulatory Floodway: *No*

Map information: FIRM Date: *December 17, 2010*

FIRM Zone: *Zone A*

BFE at Development Site:

Development will be elevated to:

## DEVELOPMENT ACTIVITIES: (check all that apply and explain the activity)

- Fill placement (fill brought in from outside the floodplain)
- Excavation (where subgrade fill is removed from the floodplain)
- Landscaping (cut and fill, fill borrow and placement)
- Construction or maintenance of a dike/levee/floodwall

- Removal of fill, embankment, or dikes
- Watercourse alterations (river, stream, lake - channel modifications, rip-rap)
- Road, street or bridge construction (new, repair or replacement, realignment)
- Drainage improvements (including culvert work)
- Mining (removal of gravel, rock, fill or other natural materials)
- Installation of utilities (water, sewer, pipeline, gas, electric, communications)
- Well drilling (water, oil, natural gas etc.)
- Subdivision (new or expansion)
- Other (*2" mill and 2" overlay*)

## **ADDITIONAL INFORMATION REQUIRED** (attach additional information):

- Comments or further explanation of work:
- Copies of project description, plans, blueprints, etc.
- Wetlands - will the activity impact identified wetlands? *No*
- Will the development aggravate flooding elsewhere? *Unknown*

## **OTHER NOTIFICATION OR PERMITS NECESSARY:**

### **ELEVATION INFORMATION:**

Attach information about the completed project elevations(s) with registered professional engineer or registered land surveyor certifications if part of the project:

### **ACTION / APPROVAL:**

The proposed development is in conformance with applicable community floodplain standards subject to the following conditions with this approval.

#### **PERMIT APPLICATION IS APPROVED**

(Conditioned on the description provided. As-built information/certification will be available at the NDDOT District Office upon completion of construction.)

Signature (Floodplain

Administrator): *Samantha Dismert*

Date: 10/28/2025

## NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or the Flood Hazard Elevation tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4, "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 14. The horizontal datum was NAD 83, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations, referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA/NES 2  
National Geodetic Survey  
SSMC-3 # 9202  
1315 East - West Highway  
Silver Spring, Maryland 20910-3262  
301-713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit their website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was derived from multiple sources. Base map files were provided in digital format by the North Dakota State Water Commission (NDWSC). This information was compiled from the National Hydrography Dataset. FIMS information was as Digital Orthophoto Quadrangle photography. Additional information was photogrammetrically compiled at a scale of 1:500 from photography dated 2005.

Based on updated topographic information, this map reflects more detailed and up-to-date stream channel configurations and floodplain delineations than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables for the Flood Insurance Study report may reflect stream channel distances that differ from what is shown on the map. Also, the road to floodplain relationships for unrevived streams may differ from what is shown on previous maps.

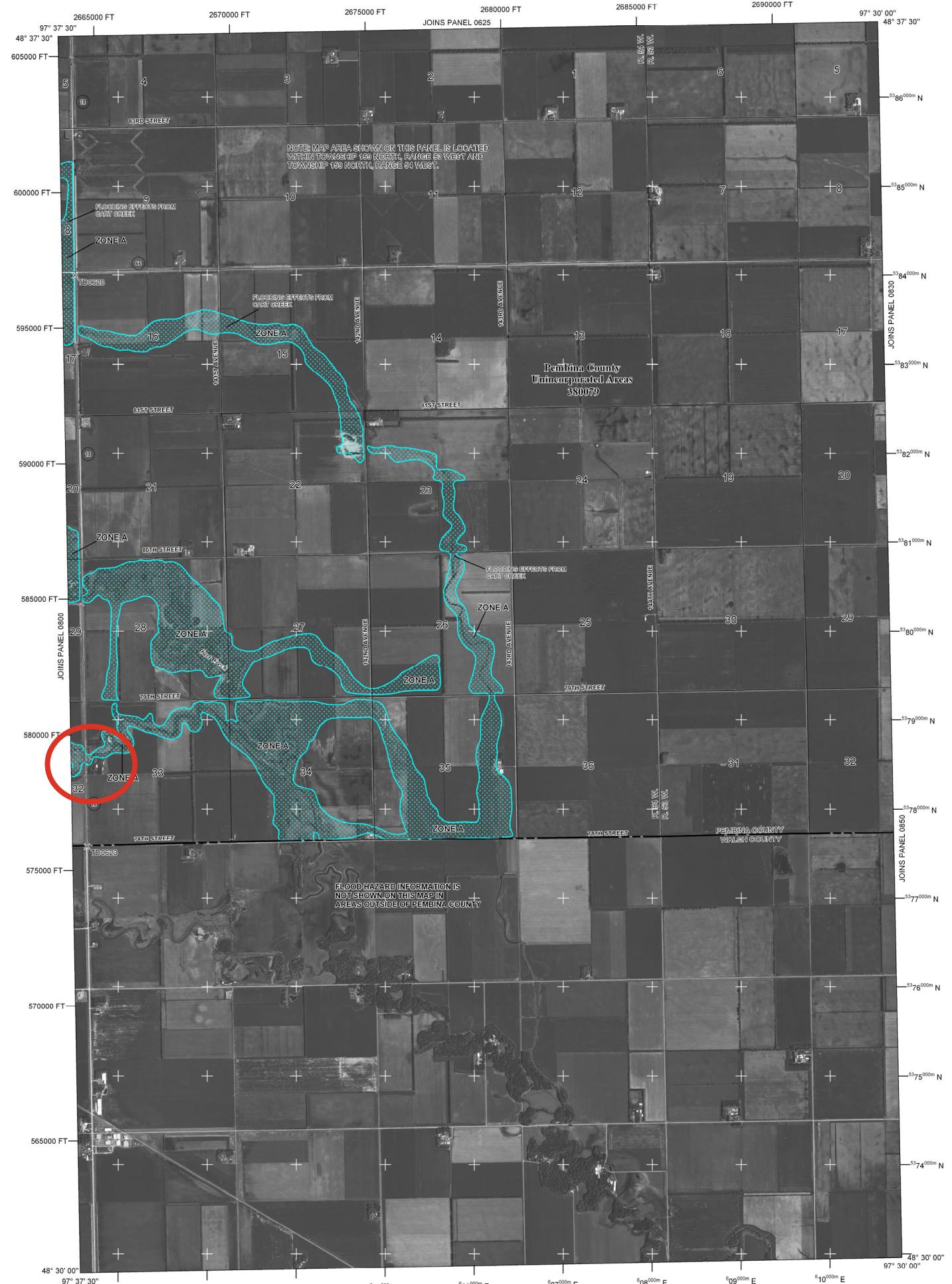
The "profile base lines" depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS Report. As a result of improved topographic data, the "profile base line", in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the area showing the layout of map panels; community map repository addresses; and a list of communities table containing National Flood Insurance Program data for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the Map Service Center (MSC) website at <http://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have questions about this map, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange (FMIX) at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/business/fmif>.



## LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the elevation of the 1% annual chance flood.

No Base Flood Elevation determined.

Zone A

Base Flood Elevation determined.

Zone AE

Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevation determined.

Zone AO

Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

Zone AR

Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

Zone A99

Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevation determined.

Zone V

Coastal flood zone with velocity hazard (wave action); no Base Flood Elevation determined.

Zone VE

Coastal flood zone with velocity hazard (wave action); Base Flood Elevation determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

Area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 3 square miles; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

Area determined to be outside the 0.2% annual chance floodplain.

Area in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCE SYSTEM (CBRS) AREAS

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary

0.2% annual chance floodplain boundary

Profile base line

Zone B Boundary

CBRS and CPA Boundary

Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

Base Flood Elevation line and value; elevation in feet\*

Base Flood Elevation value where uniform within zone; elevation in feet\*

\*Referenced to the North American Vertical Datum of 1988

Cross section line

Transect line

97° 07' 30", 32° 22' 30"

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere 1000-meter Universal Transverse Mercator grid values, zone 14

600000 FT

500-foot grid ticks; North Dakota State Plane coordinate system, North zone (TPZONE 3301), Transverse Mercator

Bench mark (see explanation in Notes to Users section of this FIRM panel)

M1.5

River Mile

MAP REPOSITORIES

Refer to Map Repositories list on Map Index.

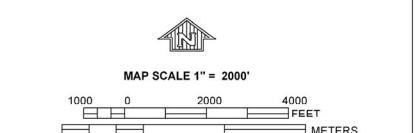
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

MAY 3, 2011

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANF

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NFIP

Panel 0825E

**FIRM**

FLOOD INSURANCE RATE MAP

PEMBINA COUNTY,  
NORTH DAKOTA

UNINCORPORATED AREAS AND  
INCORPORATED AREAS

Panel 825 of 925

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:  
COMMUNITY NUMBER PANEL SUFFIX  
PEMBINA COUNTY 380079 0825 E

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

 MAP NUMBER  
38067C0825E

EFFECTIVE DATE  
MAY 3, 2011

Federal Emergency Management Agency