

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL

URBAN FEDERAL AID PROJECT NO. TMA-SU-CRP-8-984(181) (PCN-24237)

0.976 Miles

GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WATERMAIN, SANITARY SEWER, LIGHTING,
TRAFFIC SIGNAL, SHARED USE PATH, PAVEMENT MARKING, SIGNING

17TH AVE S, FROM 25TH ST S TO UNIVERSITY DR - FARGO

CASS COUNTY

BID OPENING: The bidder's proposal will be accepted via the Bid Express on-line bidding exchange at www.bidx.com until **09:30AM Central Time on October 09, 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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Project: TMA-SU-CRP-8-984(181) (PCN-24237)

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

Project: TMA-SU-CRP-8-984(181) (PCN-24237)

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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.

Project: TMA-SU-CRP-8-984(181) (PCN-24237)

PERMISSIBLE DISCOUNT (optional)

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

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

Space for Offering Discounts:

Item No: _____

Description: _____

Unit: _____

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

Item No: _____

Description: _____

Unit: _____

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

Item No: _____

Description: _____

Unit: _____

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

TOTAL DISCOUNT _____

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

Project: TMA-SU-CRP-8-984(181) (PCN-24237)

PROPOSAL GUARANTY

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

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

☐ Annual Bid Bond*

☐ Single Project Bid Bond

☐ Certified or Cashier's Check

*Annual Bid Bond is required when submitting proposals electronically

BID ITEMS

Project: TMA-SU-CRP-8-984(181) (PCN-24237)									
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	201	0352	REMOVAL OF TREES & BRUSH	L SUM	1.				
003	201	0370	REMOVAL OF TREES 10IN	EA	9.				
004	201	0380	REMOVAL OF TREES 18IN	EA	7.				
005	201	0390	REMOVAL OF TREES 30IN	EA	1.				
006	202	0114	REMOVAL OF CONCRETE PAVEMENT	SY	6,621.				
007	202	0136	REMOVAL OF PAVEMENT	TON	18,880.				
008	202	0173	REMOVAL OF SEWER PIPE	LF	4,167.				
009	202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	1,287.				
010	202	0210	REMOVAL OF MANHOLES	EA	16.				
011	202	0235	REMOVAL OF CATCH BASIN	EA	28.				
012	202	0500	ACP WATERMAIN REMOVAL	LF	558.				
013	203	0109	TOPSOIL	CY	1,500.				
014	216	0100	WATER	M GAL	75.				
015	230	0165	SUBGRADE PREPARATION-TYPE A-12IN	STA	51.500				
016	251	0300	SEEDING CLASS III	ACRE	3.500				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
017	253	0201	HYDRAULIC MULCH	ACRE	7.100				
018	302	0101	SALVAGED BASE COURSE	CY	6,776.				
019	302	9970	TYPE II PIPE BEDDING	CY	400.				
020	430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	143.				
021	550	0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	18,119.				
022	702	0100	MOBILIZATION	L SUM	1.				
023	704	0100	FLAGGING	MHR	450.				
024	704	1000	TRAFFIC CONTROL SIGNS	UNIT	1,382.				
025	704	1052	TYPE III BARRICADE	EA	108.				
026	704	1054	SIDEWALK BARRICADE	EA	10.				
027	704	1058	PEDESTRIAN WALKWAY	LF	400.				
028	704	1060	DELINEATOR DRUMS	EA	63.				
029	704	1500	OBLITERATION OF PAVEMENT MARKING	SF	45.				
030	704	2108	TEMPORARY CURB RAMP	EA	20.				
031	704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2.				
032	708	1540	INLET PROTECTION-SPECIAL	EA	52.				

BID ITEMS

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
033	709	0151	GEOSYNTHETIC MATERIAL TYPE R1	SY	22,499.				
034	714	0137	PIPE CONC REINF 12IN CL V-STORM DRAIN	LF	32.				
035	714	0215	PIPE CONC REINF 15IN CL V-STORM DRAIN	LF	1,110.				
036	714	0337	PIPE CONC REINF 18IN CL V-STORM DRAIN	LF	26.				
037	714	0405	PIPE CONC REINF 21IN CL III-STORM DRAIN	LF	43.				
038	714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	128.				
039	714	0710	PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	16.				
040	714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	463.				
041	714	0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	458.				
042	714	1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	LF	1,496.				
043	714	1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	8.				
044	714	1212	PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	703.				
045	714	7028	PIPE PVC 10IN	LF	8.				
046	714	9696	EDGEDRAIN NON PERMEABLE BASE	LF	10,758.				
047	722	0100	MANHOLE 48IN	EA	1.				
048	722	0110	MANHOLE 60IN	EA	2.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
049	722	0120	MANHOLE 72IN	EA	7.				
050	722	0130	MANHOLE 84IN	EA	1.				
051	722	0140	MANHOLE 96IN	EA	4.				
052	722	0315	MANHOLE CASTING	EA	13.				
053	722	2500	MANHOLE SPECIAL	EA	4.				
054	722	3297	ABANDON STORM SEWER	LF	434.				
055	722	3300	SANITARY MANHOLE REPAIR	EA	7.				
056	722	3460	CASTING INLET-TYPE 2	EA	3.				
057	722	3510	INLET-TYPE 2	EA	36.				
058	722	3701	INLET SPECIAL-TYPE 2 48IN	EA	5.				
059	722	3761	INLET SPECIAL-TYPE 2 60IN	EA	3.				
060	722	3766	INLET SPECIAL-TYPE 2 72IN	EA	1.				
061	722	3769	INLET SPECIAL-TYPE 2 96IN	EA	1.				
062	722	6140	ADJUST GATE VALVE BOX	EA	1.				
063	722	6201	ADJUST MANHOLE SPECIAL	EA	4.				
064	724	0210	FITTINGS-DUCTILE IRON	LBS	5,146.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
065	724	0270	REMOVE GATE VALVE & BOX	EA	43.				
066	724	0290	GATE VALVE & BOX 4IN	EA	2.				
067	724	0300	GATE VALVE & BOX 6IN	EA	13.				
068	724	0310	GATE VALVE & BOX 8IN	EA	15.				
069	724	0314	GATE VALVE & BOX 12IN	EA	9.				
070	724	0315	GATE VALVE & BOX 10IN	EA	7.				
071	724	0410	HYDRANT-INSTALL 5IN	EA	12.				
072	724	0430	REMOVE HYDRANT	EA	12.				
073	724	0496	SLEEVE 12IN	EA	3.				
074	724	0530	TAPPING SLEEVE & VALVE 12IN X 6IN	EA	4.				
075	724	0541	TAPPING SLEEVE & VALVE 12IN X 10IN	EA	1.				
076	724	0611	WATER SERVICE LINE 1IN	LF	154.				
077	724	0670	TEMPORARY WATER SERVICE	L SUM	1.				
078	724	0790	WATERMAIN 4IN PVC	LF	50.				
079	724	0810	WATERMAIN 6IN PVC	LF	173.				
080	724	0830	WATERMAIN 8IN PVC	LF	356.				

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
081	724	0840	WATERMAIN 10IN PVC	LF	217.				
082	724	0850	WATERMAIN 12IN PVC	LF	1,111.				
083	724	0851	BORE & PUSH 12IN PVC WATER	LF	1,091.				
084	724	0852	WATERMAIN 16IN PVC	LF	8.				
085	724	0858	WATERMAIN 16IN	LF	8.				
086	724	0905	CURB STOP & BOX 1IN	EA	7.				
087	724	0944	CONNECTION TO EXISTING MAIN	EA	47.				
088	724	0955	WATER SERVICE CONNECTION 1IN	EA	7.				
089	724	1120	6IN SEWER SERVICE PIPE	LF	260.				
090	724	5040	SANITARY SEWER SERVICE CONNECTION	EA	7.				
091	724	5050	PIPE PVC 8IN SEWER	LF	408.				
092	724	5100	PIPE PVC 10IN SEWER	LF	160.				
093	724	6031	ABANDON WATER MAIN/SERVICE LINE	LF	2,509.				
094	744	0050	INSULATION BOARD	CF	200.				
095	748	0190	CURB & GUTTER-TYPE I 30IN	LF	10,758.				
096	750	0030	PIGMENTED IMPRINTED CONCRETE	SY	48.				

BID ITEMS

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
097	750	0115	SIDEWALK CONCRETE 4IN	SY	1,525.				
098	750	0120	SIDEWALK CONCRETE 5IN REINF	SY	4,887.				
099	750	0140	SIDEWALK CONCRETE 6IN	SY	386.				
100	750	1000	DRIVEWAY CONCRETE	SY	1,942.				
101	750	2115	DETECTABLE WARNING PANELS	SF	1,170.				
102	752	0911	TEMPORARY SAFETY FENCE	LF	2,000.				
103	754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	373.				
104	754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	95.				
105	754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	1,024.				
106	754	0592	RESET SIGN PANEL	EA	1.				
107	762	0116	EPOXY PVMT MK 16IN LINE	LF	12.				
108	762	0117	EPOXY PVMT MK 24IN LINE	LF	156.				
109	762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	144.				
110	762	0806	METHYL METHACRYLATE PVMT MK 6IN LINE	LF	90.				
111	762	0816	METHYL METHACRYLATE PVMT MK 16IN LINE	LF	164.				
112	762	0824	METHYL METHACRYLATE PVMT MK 24IN LINE	LF	476.				

BID ITEMS

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
113	762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	3,055.				
114	762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	522.				
115	766	0120	RESET MAILBOX	EA	7.				
116	770	0001	LIGHTING SYSTEM	EA	1.				
117	770	4567	REMOVE LIGHTING SYSTEM	EA	1.				
118	772	2110	FLASHING BEACON-POST MOUNTED	EA	2.				
119	772	2906	REVISE TRAFFIC SIGNAL SYSTEM-SITE 1	EA	1.				
120	772	2907	REVISE TRAFFIC SIGNAL SYSTEM-SITE 2	EA	1.				
121	910	0570	MODIFY MANHOLE	EA	1.				
122	970	2017	HOT WING MAPLE	EA	7.				
123	970	2045	AMUR CHOKECHERRY	EA	7.				
124	970	2050	COMMON HACKBERRY	EA	4.				
125	970	2202	SPRING SNOW CRABAPPLE	EA	6.				
126	970	2300	PRAIRIE GEM PEAR	EA	4.				
127	970	2392	IVORY SILK LILAC	EA	13.				
128	970	2436	HARVEST GOLD LINDEN	EA	3.				

BID ITEMS

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$\$	000	\$\$\$\$\$	00
129	970	2464	TRIUMPH ELM	EA	1.				
130	990	0220	GUARD POST-PERMANENT	EA	3.				
			TOTAL SUM BID						

Project: TMA-SU-CRP-8-984(181) (PCN-24237)

Type of Work: GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WATERMAIN, SANITARY SEWER, LIGHTING, TRAFFIC SIGNAL, SHARED USE PATH, PAVEMENT MARKING, SIGNING

County: CASS

Length: 0.9760 Miles

TIME FOR COMPLETION:

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

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

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

COMPLETION DATE CONTRACT The project completion date is 10/01/2027. 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.

PROPOSAL FORM

North Dakota Department of Transportation

BID OPENING: October 09, 2026**Job 24237**

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Project: TMA-SU-CRP-8-984(181) (PCN-24237)**Type of Work:** GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WATERMAIN, SANITARY SEWER, LIGHTING, TRAFFIC SIGNAL, SHARED USE PATH, PAVEMENT MARKING, SIGNING**County:** CASS**Length:** 0.9760 Miles**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.

BIDDER MUST SIGN ON THIS LINE

_____, TITLE _____

TYPE OR PRINT SIGNATURE ON THIS LINE

Subscribed and sworn to before me this day.

COUNTY

(Seal)

STATE_____
DATE_____
NOTARY PUBLIC

My commission expires _____

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Job 24237, TMA-SU-CRP-8-984(181)

Grading, Salvaged Base, PCC Pavement, Storm Sewer, Watermain, Sanitary Sewer,
Lighting, Traffic Signal, Shared Use Path, Pavement Marking, Signing

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Required Contract Provisions Federal Aid Construction Contracts
(Form FHWA 1273 Revised June 25, 2026)

SP Certified Payrolls, dated 3-7-24

SP Project Payment Reporting

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Labor Rates from U.S. Department of Labor dated July 30, 2026 (Mod. No. 3)

On-The-Job Training Program 2026

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SSP 3 Local Agency Contracts

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SSP 8 Federal Prohibition on Certain Technological Hardware

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SP 597(25) Co-Funding Requirements – DEQ

SP Fuel Cost Adjustment Clause

Contract

Contract Bond

NOTICE

T0: All prospective bidders on all North Dakota Department of Transportation Highway Construction Projects.

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

- A. The contractor may purchase up to 10 single trip permits for each NDDOT highway construction project at a cost ranging from \$20 to \$70 each. These permits must be purchased from the Motor Carrier Division of the Highway Patrol at the central office of the NDDOT in Bismarck, North Dakota.
- B. The \$1 per mile fee will not be charged for Gross Vehicle Weights (GVW) exceeding 105,500 pounds, 105,500 pounds, and 105,000 pounds for highways Restricted by Legal Weights, 8 Ton, and 7 Ton highways respectively.
- C. The \$5 per ton per mile fee will be charged only for loads exceeding a GVW of 130,000 pounds, 120,000 pounds, 110,000 pounds and 80,000 pounds for highways Restricted by Legal Weights, 8 Ton, 7 Ton, and 6 Ton highways respectively.
- D. The maximum weights per axle for each of the class restrictions still apply. If it is shown that more axles cannot be added, movement may be authorized; however, a \$1 per ton per mile fee will be charged for all weight in excess of the restricted axle limits.
- E. These construction equipment single trip permits apply to State and US Highways only.
- F. The District Engineers and Highway Patrol will select the route of travel.
- G. Contractors moving equipment to other than NDDOT highway construction projects are subject to all fees as shown in the Road Restriction Permit Policy.
- H. Contractors must call the Highway Patrol prior to movement of all overweight loads on all State and US Highways.

NDDOT ROAD AND VEHICLE RESTRICTIONS

Date Revised 05-22-10

ROAD RESTRICTION PERMITS

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

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

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

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

1. Permit Fee: \$25 per trip
2. \$1 per ton per mile for all weight in excess of restricted axle limits or in excess of legal limits on state highways in areas where road restrictions are in force. When the gross weight of an axle grouping exceeds 48,000 pounds, the \$1 per ton per mile shall apply to all weight in excess of 15,000 pounds per axle (see weight classification chart in section C.)
3. **\$5 per ton per mile** for all movements exceeding the following gross vehicle weight limits:
 - a. 105,500 lbs. GVW on unrestricted state highways, other than interstate highways, in areas where road restrictions are in force.
 - b. 105,500 lbs. GVW on 8-ton highways.
 - c. 105,500 lbs. GVW on 7-ton highways.
 - d. 80,000 lbs. GVW on 6-ton highways.
 - e. No overweight movement allowed on 5-ton highways

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

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

NOTICE

U.S. DEPARTMENT OF TRANSPORTATION

"HOT LINE"

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

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

CALL

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

WRITE

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

Email: hotline@oig.dot.gov

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

CHICAGO REGIONAL OFFICE

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

**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 ¹
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 ¹
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 ²	\$5.00 per LF
100	9965	261.06	Fiber Rolls	Removal of Fiber Rolls ²	\$5.00 per LF

¹ 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.

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

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

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

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

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

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

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

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

III. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

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

paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

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

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

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

(2) A contracting agency for its repurchase costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

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

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

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

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

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

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

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

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

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

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

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

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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

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

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its procurement costs;

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

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

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

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

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

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

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

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

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

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

V. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of

the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

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

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

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

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

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

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

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

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

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the

character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the

eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

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 to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XI. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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

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

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

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

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

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

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

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

5. The provisions of 40 U.S.C. 14501 allow the contracting
agency to provide a contractual preference for the use of
mineral resource materials native to the Appalachian region.

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 on 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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NOTICE:

All employees of contractors performing electrical work outdoors as part of a highway construction project must be classified and compensated under the applicable Line Construction rates. Electrical work that is performed exclusively within a commercial building structure, such as a rest area facility, must be classified and compensated under the Electrician rates. Contractors are prohibited from classifying employees engaged in any phase of electrical work on highway construction projects as power equipment operators or laborers and should be classified and compensated in either the line construction or electrician rates.

Apprentices in Line Construction

Apprentices in Line Construction must be classified and paid as Apprentice Linemen, with wages based on a percentage of the journeyman rate that corresponds to their current level of training in the apprenticeship program. When performing work as an Apprentice Lineman, the employee must receive the correct apprentice wage and fringe benefits.

If an Apprentice Lineman is assigned duties that fall under a different line construction classification—such as Groundman—they must be reclassified and paid accordingly for the duration of that work.

Contractors are responsible for:

- Monitoring the progress of employees enrolled in the U.S. Department of Labor (DOL) Lineman/Electrical Apprenticeship Program.
- Uploading all approved apprenticeship documents under the eDocuments tab in LCPtracker.
- Updating the employee's profile within LCPtracker to reflect their apprentice status and current training level.
- Notifying the LCPtracker Administrator once the documents and profile updates are complete, so the apprenticeship submission can be reviewed and approved.

As an apprentice advances in their program, it is the contractor's responsibility to update the system and notify the LCPtracker Administrator to ensure accurate wage classification and compliance.

Fringe benefits for electricians and line construction workers for time and half and double time are computed differently. The guidance for computing electrician and line construction workers is based on the collective bargaining agreement received from the electricians/line construction union IBEW 714. The following is an example of how to compute electricians and line construction workers time and half wages on a federally funded highway construction project.

Time and half example:

Rate of wage: $\$55.35 + \$27.68 = \$83.03$

NEBF - $\$2.49$ ($\$83.03 \times .03 = \2.49)

NEAP - $\$20.76$ ($\$83.03 \times .025 = \20.76)

LINECO - $\$7.50$

HR - $\$1.55$

Total - $\$115.33$

For assistance or questions concerning Davis-Bacon Wages and Requirements, go to

<https://www.dot.nd.gov/about-nddot/civil-rights/labor-compliance-program-davis-bacon>

Or contact:

Civil Rights Division

North Dakota Department of Transportation

608 East Boulevard Avenue

Bismarck, ND 58505-0700

Phone: 701-328-2605 Email: civilrights.nd.gov

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	COUNTY	
NORTH DAKOTA	STATEWIDE	ND20260006 Page 1
		DATE OF DECISION 01-16-2026 01-30-26(Mod.1) 05-18-26(Mod.2) 07-30-26(Mod.3)

CARPENTERS**CEMENT MASONS/FINISHERS****LINE CONSTRUCTION:**

Lineman
Cable Splicer
Line Equipment Operator
Groundman

ELECTRICIANS:

Electrician
Cable Splicer
(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
Cable Splicer
(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
Cable Splicer
(Burleigh, Morton and Stark Counties)

Electrician
(Cass County)

WELDERS:

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

Basic Hourly Rates	Fringe Benefits Payments
	H & W/Pensions
\$38.70	\$ 9.00
38.70	9.00
55.35	24.55
55.35	24.55
47.00	22.21
31.32	14.69
55.35	24.55
55.35	24.55
55.35	24.55
55.35	24.55
37.41	16.75

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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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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	23.10
35.25	23.10

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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 Surfacers 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

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 MachineOperator up to and including 5"; Roller (on other than hot mix asphalt

Basic Hourly Rates	Fringe Benefits Payments
	H & W/Pensions
\$35.00	\$23.10
34.85	23.10

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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

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Basic Hourly Rates	Fringe Benefits Payments	
	H & W/Pensions	
\$34.00		\$23.10
33.20		23.10
33.84		19.28
33.96		19.28
34.27		19.28
34.27		19.28
35.79		19.28

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)].

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HIGHWAY CONSTRUCTION PROJECTS

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

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.

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>

Davis-Bacon and Related Acts (DBRA) Handbook:
<https://www.dot.nd.gov/about-nddot/civil-rights/labor-compliance-program-davis-bacon>

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."

VII. NDDOT'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 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.
- C. 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. Identify trainees on the payroll excerpts, for example: "grp. 4 roller operator trainee." This includes trainees in job classifications not covered by DBRA. Handwritten notes are appropriate for identification.
- H. Notify the Department when a trainee completes the number of hours required to graduate from the OJT Program. The Department will issue the trainee a confirmation letter as proof of the graduate's successful training program completion.
- I. Notify the Department to "propose graduation" or discontinue the training period of a trainee who has completed 90% or more of their hours and thereafter advance the trainee to journey-worker status.
- J. Elect to upgrade proficient trainees from one power equipment operator group or truck driver group to another, with the approval of CRD. Fewer hours are required to complete the upgraded position.

Minimum number of hours required:

Power Equipment Operator Groups 4-6 to Groups 1-3 = 400 hrs.

Class C Truck Driver to Class B = 200 hrs.

Class B Truck Driver to Class A = 200 hrs.

Depending on the variety of experience the trainee has gained under the previous curriculum, the difference in the hours may be deducted from the actual operation of the piece of equipment or truck. The contractor will need to review the trainee's past performance 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/about-nddot/civil-rights/labor-compliance-program-davis-bacon>

- 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/about-nddot/civil-rights/labor-compliance-program-davis-bacon>
- 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.

XII. BASIS OF PAYMENT

- A. Contractors will be paid \$4.00 for each hour of training in accordance with the OJT Program Manual.
- B. Reimbursement will be made directly to the contractor. Complete SFN 51023 Voucher for On-the-Job Training Program Hourly Reimbursement for each trainee. 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.
- C. On contracts where certified payrolls are not required and not available for supporting documentation, contractors may enter trainee wages, hours in training, and the project control number(s) (PCN) in a spreadsheet to support their reimbursement vouchers. In this case, contractors should work with OJTSS to assure that all information required for payment is provided.

- D. Submit completed vouchers to CRD for approval and processing by the fifteenth (15th) 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

TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

GENERAL

Install, maintain, and remove appropriate Temporary Erosion and Sediment Control Measures (ESCMs).

Definitions:

A. Temporary Erosion and Sediment Control Measures are to be installed and maintained before and during the term of the land disturbance activity. These items are removed when permanent ESCMs are installed.

B. Permanent Erosion and Sediment Control Measures are to be installed and maintained once the project is completed so that the applicable permits can be terminated.

In some instances, individual temporary and permanent ESCMs for a site may consist of identical ESCMs. In these cases, the temporary ESCMs may be used as the permanent ESCMs if they meet the following criteria:

1. The ESCM was installed correctly,
2. Is in a functional condition,
3. Has had all accumulated sediment removed.

C. The Stormwater Pollution Prevention Plan (SWPPP) is the document that identifies potential sources of sediment or other pollution from construction activity and ensures practices are used to reduce the contribution of pollutants from construction site runoff.

D. Contractor Controlled Areas are project areas not included in the contract, and are obtained and solely controlled by the Contractor (e.g., concrete or asphalt batch plants, concrete washout areas, equipment staging yards, material storage areas, excavated material disposal areas, Contractor furnished borrow areas, etc.).

E. Maintenance is any action taken to keep an ESCM in working condition. These actions may consist of repairing failures of the ESCM itself.

F. Noncompliance is any action or inaction that violates the regulations imposed by the applicable permits or the requirements of this special provision and other contract documents. Failure of an ESCM does not necessarily constitute noncompliance as long as the ESCM is repaired, replaced, or supplemented within the timelines established in the applicable permits and no sediment is discharged from the site or into a water of the state.

CONSTRUCTION REQUIREMENTS

A. General.

Develop a SWPPP specific to the project. The creation of the SWPPP is a cooperative effort between the NDDOT who creates the project plan sheets and the Contractor who creates a complete SWPPP which incorporates the plan sheets and the Contractor's means and methods. The project plan sheets by themselves do not meet the requirements of a complete SWPPP and should not be considered as such. The Contractor has the flexibility to modify the design and implementation of the temporary erosion and sediment controls to match the Contractor's means and methods and/or field conditions. These changes must be documented in the SWPPP and meet all regulatory requirements.

B. Permits.

Obtain appropriate permit coverage for the activities conducted in Contractor Controlled Areas. A permit will be required for these areas regardless of their size. The NDDOT will have no responsibility for these areas. Provide copies of the completed and signed Notice of Intent submitted for permit coverage to the Engineer before activities in these areas commence. Do not commence activities in these areas until after permit coverage has begun. Provide copies of Permit Coverage Letters for these areas to the Engineer within 7 days of receiving them from the regulating agency.

C. Submittals.

1. Preconstruction

Provide, at the preconstruction conference, documentation of any Subcontractor hired for erosion control showing that the Subcontractor's on-site supervisor is certified through the NDDOT Erosion & Sediment Control Construction (ESCC) Certification Training. This certification must be maintained by the Subcontractor's onsite supervisor through the term of the contract. The Engineer will provide a verification of their certification through the NDDOT ESCC Certification Training at the preconstruction conference and will maintain that certification through the term of the contract.

For projects covered by an Environmental Protection Agency (EPA) Construction General Permit provide, at the preconstruction conference, the documentation of EPA construction inspection certification for all individuals conducting inspections under this permit.

2. Changes to the Erosion Control Plan.

Provide immediate written notification to the Engineer of proposed changes to the erosion control plan or SWPPP. The Engineer will review the proposed changes and determine if they are adequate. Documentation of maintenance and inspections that have no effect on the erosion control plan or SWPPP do not require Engineer approval.

3. Inspection Reports

Provide copies of all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the applicable permits to the Engineer. Provide these records within 3 working days of their creation.

D. Construction.

Install a rain gauge to monitor rainfall amounts as required by the appropriate permit.

Install perimeter erosion and sediment ESCMs according to the plans/SWPPP before site disturbance.

Do not rely on perimeter ESCMs as the sole method of controlling erosion. As the project progresses, install temporary erosion and sediment ESCMs within the perimeter ESCMs to control erosion resulting from the construction of the project.

Change the location of temporary erosion and sediment ESCMs to fit the field conditions.

Use temporary erosion and sediment ESCMs to prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.

Update the SWPPP as work progresses, or as directed by the Engineer. Update the SWPPP to show changes due to revisions in work schedules or sequence of construction. Update the site map to reflect erosion and sediment ESCMs that have been installed, changed, or removed.

Install stabilization ESCMs (mulch, seeding and mulch, etc.) in areas that have been disturbed where work has temporarily or permanently ceased following the timelines established in the applicable permits. If implementation of stabilization is precluded by snow cover, undertake such measures as soon as conditions allow or perform winter stabilization techniques.

Coordinate temporary ESCMs with the construction of permanent ESCMs to provide continuous erosion control. Do not install temporary ESCMs when permanent ESCMs are able to be installed. Once the permit is terminated or transferred to the Department, the maintenance of the permanent ESCMs becomes the responsibility of the NDDOT.

E Maintenance.

Maintain the effectiveness of the temporary ESCMs as long as required to contain sediment runoff. Inspect the temporary ESCMs and complete the inspection and maintenance reports every 14 days and within 24 hours of a rainfall event of 0.25 inch or more. During prolonged rainfall (more than 1 day), conduct an inspection within 24 hours of the first day of the event and within 24 hours after the end of the event. Inspections are required only during normal business hours.

Correct any deficiencies in the ESCMs within the timelines established in the applicable permits. If conditions do not permit access to the ESCMs, corrective actions can include installing additional ESCMs. Correct the original deficiencies as soon as conditions allow access to their location without causing additional damage to the slopes. In the inspection logs, document the conditions that prohibit access.

F. Close Out.

1. Removing Temporary ESCMs.

Remove the temporary ESCMs when directed by the Engineer or when permanent ESCMs are installed.

2. SWPPP Transfer.

Submit electronic copies of the final updated SWPPP, all inspection reports, and maintenance records as a single packet to the Engineer within 2 days of completing final stabilization..

Erosion and Sediment Control Supervisor

A. General.

Designate an erosion and sediment control supervisor. Provide the name and contact information for the supervisor at the preconstruction meeting. If this erosion and sediment control supervisor becomes unavailable on the project, designate a replacement supervisor. Notify the Engineer if this supervisor changes and provide the contact information for the new supervisor.

B. Qualifications.

Designate a supervisor that is an employee of the Prime Contractor having the following qualifications:

1. Familiar with installation, maintenance, and removal of ESCMs and the requirements of the erosion and sediment control plans, applicable permit requirements, specifications, plans and this provision;
2. Competent to supervise personnel in erosion and sediment control operations; and
3. Certified through the NDDOT ESCC Certification Training and maintain that training throughout the term of the contract. The EPA construction inspection course cannot take the place of the NDDOT ESCC. No other certifications may take the place of this requirement.

C. Duties.

The supervisor's duties shall include the following:

1. Provide erosion and sediment control as required by the SWPPP, Plans, and Specifications.
2. Be on the site to supervise the installation, operation, inspection, maintenance, and removal of the ESCMs.
3. Update the SWPPP as work progresses to show changes due to revisions in work schedules or sequence of construction, or as directed by the Engineer. Update the site map to reflect ESCMs that have been installed, changed, or removed.
4. Propose changes to improve erosion and sediment control.
5. Be accessible to the job site within 24-hours.
6. Provide the Engineer with electronic documentation of all erosion and sediment control activities and inspections as required elsewhere in this provision.

EROSION AND SEDIMENT CONTROL INSPECTOR FOR EPA CONSTRUCTION GENERAL PERMIT

For projects covered by EPA Construction General Permit, utilize individuals conducting the Erosion and Sediment Control Inspections that have taken the EPA Construction inspection

course developed for this permit. These individuals must have passed the exam or hold a valid construction inspection certification or license from an equivalent program.

The NDDOT ESCC certification cannot take the place of EPA construction inspection certification. Only third-party training that is listed as EPA approved on the EPA website will be considered equivalent.

Provide the names of all individuals who will be conducting the Erosion and Sediment Control inspections on EPA projects. Notify the Engineer if this person changes and provide the new contact information.

The EPA Construction Inspection Certification or License must be active for the duration of the project.

PERFORMANCE

Correct areas identified as noncompliant within 24 hours after notification of noncompliance. If corrective actions are not taken within 24 hours, the Engineer may:

1. Assess a contract price reduction of \$500 per day per instance;
2. Have deficiencies corrected by another Contractor and deduct the cost of the work from the monies due or to become due to the Contractor;
3. Suspend all work; or
4. Withhold payment on other contract items/pay estimates.

These actions will be applied until deficiencies have been corrected.

METHOD OF MEASUREMENT

ESCM items will be measured as specified in the "Method of Measurement" portion of the appropriate portion of the contract.

BASIS OF PAYMENT

A. General.

ESCM installation will be paid for at the contract unit price for the applicable ESCM item and contract provision. The plans will detail the required ESCMs for temporary and permanent installations. The same contract item may be used for temporary and permanent ESCMs.

ESCM item removal will be paid for at the contract unit price for "Remove _____" in the appropriate section of the contract.

Include the costs for labor, materials, maintenance, equipment, disposal, adherence to the permit, and SWPPP modifications in the respective contract items.

B. Replacement of ESCMs.

When the Engineer directs the replacement of temporary ESCMs that are no longer functional because of deterioration or functional incapacity and those items were installed as specified

in the Contract or as directed by the Engineer, the Department will pay for replacement ESCMs

No payment will be made for replacing temporary ESCMs that the Engineer determines are ineffective because of improper installation, lack of maintenance, or the Contractor's failure to pursue timely installation of permanent ESCMs as required in the Contract.

No payment will be made for replacing temporary ESCMs due to contractor operations. Include the cost to move Flotation Silt Curtain as work progresses in the price bid for "Flotation Silt Curtain".

C. Removal of Sediment.

Removal of sediment from silt fence and fiber rolls will be paid for at the price listed in the "Price Schedule PS-1."

D. Contractor Controlled Areas.

Erosion and sediment controls for Contractor Controlled Areas are the responsibility of the Contractor and will not be paid for by the Department.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

LOCAL AGENCY CONTRACTS

References to NDDOT, Department, Director, or Engineer in the Standard Specifications for Road and Bridge Construction and other portions of the Contract must be construed as referring to the Owner of the project.

If the Contractor intends to file a claim for additional compensation for work or material not covered by the Contract, the Contractor is required to prosecute the claim in accordance with the Standard Specifications for Road and Bridge Construction, Section 104.05, "Claims for Adjustment". The provisions of Section 104.05 D, "Conditions Precedent to Contractor's Demand for Arbitration", are not applicable to this Contract, nor are the provisions of North Dakota Century Code §24-02-26 et seq. regarding arbitration applicable, as the North Dakota Department of Transportation is not a party to the Contract.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****LIMITATIONS OF OPERATIONS****DESCRIPTION**

Section 108.05, "Limitations of Operations" is no longer valid. Use this Special Provision in its place.

108.05 LIMITATION OF OPERATIONS**A. General.**

Perform the work in a manner and sequence that minimizes interference to traffic, and with due regard to the location of detours and provisions for handling traffic. Do not begin work to the prejudice or detriment of work already started; the contract may require a section of roadway to be finished before starting additional sections if the opening of the section is essential to public convenience.

If the prosecution of the work is discontinued, provide the Engineer at least 24-hours notice before resuming operations.

B. Holidays.

Unless the contract allows work on holidays, perform work on holidays only with the Engineer's prior written approval. Submit a written request to the Engineer by noon 2 business days before the requested holiday.

C. 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 transportations 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

STANDARD SPECIAL PROVISION

FEDERAL DRONE RESTRICTION

DESCRIPTION

This Special Provision is to comply with the Federal Regulations, NDAA Public Law 118-31 - Section 1825 "American Security Drone Act of 2023", and the Office of Management and Budget (OMB) Memorandum-26-02 to prohibit the uses of Unmanned Aircraft Systems (UAS) manufactured by covered foreign entities on projects and project activities.

CONTRACT REQUIREMENTS

Maintain records and documents pertaining to the origins of drones used on NDDOT projects. Furnish copies of these records upon request of the Department or FHWA. Retain the records for a minimum of 4 years after the Contractor return the signed final payment voucher.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

UTILITY COORDINATION

TMA-SU-CRP-8-984(181) – PCN 24237

DESCRIPTION

This work consists of coordinating the construction schedule with third party utility companies owning facilities within the project limits, verifying the location of those facilities during construction, and resolving issues with those utilities.

The requirements in this Special Provision replace the requirements of Section 105.03, "Cooperation With Utility Owners".

ATTACHMENTS

Appendix A – Utility Coordination Table

Appendix B – Utility Exhibits

DEFINITIONS

Conflict: A utility in need of relocation or adjustment for the construction to proceed in that area.

Protect in Place (PIP): A utility that does not need relocation, but needs precautions to protect the utility during construction activities.

Utility Encounter (UE): A Conflict or Protect in Place situation involving an existing third party owned utility.

UTILITY COMPANY CONTACTS

UTILITY COMPANY	CONTACT NAME	PHONE NUMBER	EMAIL
702 COMMUNICATIONS	Kirt Liedahl	218-284-5767	kliedahl@702Communications.com
CONSOLIDATED COMMUNICATIONS	Noah Cressell	206-999-7169	noah.cressell@consolidated.com
LUMEN	Trevor Christensen	701-451-7058	Trevor.A.Christensen@lumen.com
McLEOD USA / WINDSTREAM COMMUNICATIONS	Lori Ketter	920-410-6902	lori.ketter@windstream.com
MIDCO	Corey Wixo	605-271-0202	Corey.Wixo@Midco.com
SANFORD HEALTH	Phil Siek	701-234-6876	phillip.siek@sanfordhealth.org
SPARKLIGHT	Allan Friedt	701-367-3721	Allan.Friedt@sparklight.biz
XCEL GAS	Thomas Berseth	701-640-1406	Thomas.M.Berseth@xcelenergy.com
XCEL POWER	Destin Cole	701-241-8645	destin.cole@xcelenergy.com

CONTRACTOR RESPONSIBILITIES

A. Responsibilities.

The responsibilities for utility coordination include the following:

- Conduct the preconstruction utility coordination meeting;
- Main a point of contact for all utility companies;
- Maintain a schedule for utility activities;
- Hold weekly utility meetings in addition to the weekly planning and reporting meeting and report on the utility meetings at the weekly planning and reporting meeting;
- Follow up with any utility companies that do not show up to construction meetings;
- Coordinate work efforts of the utility companies, revise work schedules and traffic control as necessary to ensure adequate cooperation between UE and construction work;
- Develop and update the utility coordination plan;
- Provide a weekly written summary for contacts and meetings to the Engineer; and
- Coordinate with all of the other parties to update the project schedule specified in Section 108.03, "Progress Schedule".

B. Utility Coordination Plan.

Develop a utility coordination plan with each utility company that includes the phasing and scheduling requirements for UE.

C. Record of Utility Outage Notifications.

Request a copy of notifications that utility companies provide to customers for service outages. Maintain copies of all notifications until the Contractor signs the final estimate.

D. Utility Coordination Schedule.

Create and maintain a construction schedule that includes timelines for the phasing of utility coordination work. Include information contained in the contract documents and information obtained during coordination discussions with utility owners. Written agreements between the Contractor and a utility company will govern over information contained in contract documents; however, the agreements must be signed by the NDDOT, Contractor and Utility Company to be effective. Written agreements are considered contract revisions, however they are not eligible for additional compensation or additional time unless agreed to separately by the Engineer.

The Utility Coordination Table contains information related to the utility coordination requirements at each area designated as a UE. The timelines included on the Table may be longer than shown if the Contractor requests multiple resolutions simultaneously. Adjust work schedules as required to accommodate utility resolutions.

Revisions to the construction schedule due to a utility company or companies non-conformance with agreed upon schedules or failure to reasonably coordinate work efforts with the Contractor will be considered excusable, non-compensable delays as specified in Section 108.06, "Determination of and Extensions to the Contract Time".

Failure by the Contractor to reasonably coordinate schedules with a utility company or companies for UE identified in the contract, or failure to document coordination efforts will be considered non-excusable delays as specified in Section 108.06, "Determination of and Extensions to the Contract Time".

CONSTRUCTION REQUIREMENTS

A. General.

The vertical and horizontal utility locations shown in the plans are approximate. Plan locations should not be interpreted as exact for bidding or construction purposes.

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

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

B. Utilities Identified in Plans.

Coordinate UE work with the affected utility owners. Maintain continuous communication with the Engineer, affected subcontractors, and affected utility owners until UE will no longer affect or be affected by the Contractor.

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

The Contract documents show all known UE for the project.

If a UE identified as a Protect in Place is determined to be a Conflict during construction, the Engineer will make necessary revisions to the Contract as specified in Section 104.02, "Contract Revisions". These types of changes will be considered excusable, compensable delays as specified in Section 108.06, "Determination of and Extensions to the Contract Time".

C. Utilities Encountered During Work.

1. General

Neither of the cases discussed in this subsection relieve the Contractor of liability that may arise under provisions of the NDCC.

2. Unidentified Utility Encounters

The Department will bear costs associated with revisions to the work as specified in Section 104.02 B, "Differing Site Conditions" only if the Engineer determines that all of the following conditions exist:

- a UE exists that was not designated in the plans; and
- the UE is in a location that affects the prosecution of the work to construct the project as designed.

3. Utility Encounters Created Due to Actions Performed by the Contractor

If a new UE is created due to actions performed by the Contractor for the Contractor's convenience; the Contractor shall account for and protect the affected facilities. Before performing these actions, the Contractor shall coordinate with the utility owner. The Department will not make additional payments to the Contractor nor the utility owner for UE created in this manner and will not provide additional time to the Contractor for completing the work.

If utility companies incur costs, the Department will not participate in those costs and will not make payment to the Contractor for those costs.

D. Utility Coordination Meetings.

1. Preconstruction Utility Meeting.

Arrange the meeting with the utility owners, the Contractor and affected subcontractors, local agency representatives, and the Engineer to occur no later than two weeks after the preconstruction meeting. At the meeting, provide an agenda and a tentative construction schedule for planning UE work; after the meeting, publish minutes and distribute a copy to all meeting attendees within 48 hours of the conclusion of the meeting.

2. Weekly Utility Coordination Meeting.

Organize a weekly meeting to discuss utility coordination efforts with utility companies and affected subcontractors, local authorities, the Engineer and others who may have an interest in utility coordination efforts. Hold the weekly utility coordination meeting immediately before the weekly planning and reporting meeting. Publish minutes and distribute copies to all meeting attendees within 48 hours of the conclusion of the meeting.

The intent of this meeting is to disseminate information regarding ongoing and upcoming UE work and to ensure that all affected parties are collaborating and sharing information related to that work.

Provide a summary of the discussion at the weekly planning and reporting meeting.

E. Fire Hydrants.

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

F. Damage and Interruptions.

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

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

G. Utility Criteria.

The Utility Coordination Table and Utility Exhibits contain specific information related to each UE location.

H. Protection Procedures

Level 3: Contractor to adjust utilities to install storm drain. Contractor to notify utility 1 week in advance of installation to allow for opportunity for representative to be onsite during adjustments.

Level 4: Utility company to relocate utility within project limits. Contractor to notify Utility Company of schedule 2 weeks before earthwork operations and accommodate relocation efforts. Protect existing utility before and after relocation.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

CITY OF FARGO STANDARD SPECIFICATIONS

Project: TMA-SU-CRP-8-984(181); PCN 24237

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of North Dakota.



1. SUMMARY

- A. The City of Fargo has Standard Specifications to cover the concrete paving, storm sewer, domestic water distribution, sanitary sewage collection and landscaping portions of the project. Revisions to the Standard Specifications are provided within this Special Provision. The following City of Fargo Specifications are included:

<u>Section</u>	<u>Title</u>
1000	Excavation, Trenching, and Backfilling for Underground Work
1200	Sanitary Sewers
1300	Water Mains
1400	Sewer & Water Service Connections
1500	Storm Sewers
2100	Concrete Paving and Curbs & Gutters
2300	Concrete Sidewalks and Driveways
7000	Landscaping

The above included specifications may reference other City of Fargo Standard Specifications that are not included as part of this special provision. The specification references not included should default to the comparable specifications found in the NDDOT Standard Specifications for Road and Bridge Construction.

2. GENERAL

- A. All related requirements in these portions of the City of Fargo specifications not included in this special provision default to the NDDOT Standard Specifications for Road and Bridge Construction. This includes references to legal requirements, quality assurance, product delivery, storage, and handling, submittals, substitutions, and other references omitted from the City of Fargo Standard Specifications.
- B. The schedule of material testing should be in accordance with the most recent version of the NDDOT Field Sampling and Testing manual at the time of bid letting.
- C. Payment and measurement for Concrete Paving, Curbs & Gutter, Sidewalk, Driveways, Landscaping, Storm Sewer, Water distribution and Sanitary Sewage collection items are in accordance with the City of Fargo Standard Specifications, except as noted, for the following items:

Spec	Code	NDDOT Pay Item Name	City of Fargo Specification Number & Detail	
302	9970	TYPE II PIPE BEDDING	1000	-
550	0310	10IN NOT REINF CONCRETE PVMT CL AE-DOWELED	2100	5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.9
714	-	PIPE CONC REINF <SIZE>IN CL <TYPE>-STORM DRAIN	1500	5.1, 5.2
714	7040	SANITARY SEWER SERVICE CONNECTION	1400	5.2
714	-	PIPE PVC <SIZE>IN SEWER	1200	5.2, 5.9
714	9696	EDGEDRAIN NON PERMEABLE BASE	1500/2100	5.12/5.16
722	0100	MANHOLE 48IN	1500	5.3, 5.3B, 5.4B, 5.7, 5.14
722	0110	MANHOLE 60IN	1500	5.4B, 5.7, 5.14
722	0120	MANHOLE 72IN	1500	5.4B, 5.7, 5.14
722	0130	MANHOLE 84IN	1500	5.4B, 5.7, 5.14
722	0140	MANHOLE 96IN	1500	5.4B, 5.7, 5.14
722	0300	MANHOLE SANITARY	1200	5.3, 5.5B, 5.10, 5.11, 5.12
722	-	MANHOLE RISER <SIZE>IN	1500	5.3B, 5.4B
722	0315	MANHOLE CASTING	1200/1500	5.3
722	3510	INLET-TYPE 2	1500	5.9B
722	-	INLET SPECIAL CATCH BASIN-TYPE A <SIZE>IN	1500	5.3B, 5.4B

724	0210	FITTINGS-DUCTILE IRON	1300	5.3, 5.4
724	-	GATE VALVE & BOX <SIZE>IN	1300	5.12
724	0410	HYDRANT-INSTALL 5IN	1300	5.6, 5.7, 5.8, 5.14
724	-	WATERMAIN <SIZE>IN PVC	1300	5.1, 5.2
724	0905	CURB STOP & BOX 1IN	1400	5.5, 5.7
724	0955	WATER SERVICE CONNECTION 1IN	1400	5.5, 5.7
724	1212	BORE & PUSH 12IN WATERMAIN	1300	-
724	-	<SIZE> IN SANITARY SEWER PIPE	1200	5.1, 5.2
744	0050	INSULATION BOARD	1300	5.10
748	0190	CURB & GUTTER-TYPE I 30IN	2100	5.11
750	0030	PIGMENTED IMPRINTED CONCRETE	2300	-
750	0115	SIDEWALK CONCRETE 4IN	2300	-
750	0120	SIDEWALK CONCRETE 5IN REINF	2300	-
750	0140	SIDEWALK CONCRETE 6IN	2300	-
750	2115	DETECTABLE WARNING PANELS	2300	-
970	2017	HOT WING MAPLE	7000	5.1
970	2045	AMUR CHOKECHERRY	7000	5.1
970	2150	NORTHERN ACCLAIM HONEYLOCUST	7000	5.1
970	2202	SPRING SNOW CRABAPPLE	7000	5.1
970	2300	PRAIRIE GEM PEAR	7000	5.1
970	2392	IVORY SILK LILAC	7000	5.1
970	2436	HARVEST GOLD LINDEN	7000	5.1
970	2464	TRIUMPH ELM	7000	5.1

D. Pay item names comply with standard NDDOT naming conventions as listed above.

3. REVISIONS TO THE CITY OF FARGO SPECIFICATIONS

SECTION 1000

EXCAVATION, TRENCHING AND BACKFILLING FOR UNDERGROUND WORK

Delete Section 2.5 Trench Foundation Material and **Replace** with the following:

Use Type II Pipe Bedding as directed by the Engineer to replace soft, spongy, or other unsuitable material encountered in the trench bottom when installing sanitary sewer, storm drain, or water main.

Use Type II Pipe Bedding for the last 10 feet of all future pipe stub connections for sanitary sewer mains, storm sewer, and water mains.

Trench Foundation Material or references to "1 ¼" crushed rock" or "1 ¼" trench found rock" or "Type II Pipe Bedding" to meet the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 ½ in (37.5 mm)	100
½ in (12.5 mm)	0 – 15
No. 4 (4.75 mm)	0 – 10

Delete Section 1000 3.8.1 Rough Excavation and **Replace** with the following:

Rough excavation to be deep enough to provide at least three (3) inches of pipe embedment material as specified. Trenches to be of sufficient width to provide ample space for workmen to install the pipe. Minimum trench width of outside diameter of the bell plus 24 inches.

Delete Section 3.8.9 Maximum Trench Widths and **Replace** with the following:

It is the Contractor's responsibility to ensure all trenches are constructed in a safe manner and in accordance with all legal requirements.

The trench width at the ground surface may vary with and depend upon depth, type of soils, and position of surface structures. The minimum clear width of the trench, sheeted or unsheeted, measured at the spring-line of the pipe shall be excavated to a width that will provide adequate working space to install the pipe and mechanically tamp embedment and encasement materials, but in no case less than the manufacturer's recommendations or the outside diameter of the bell plus 24 inches. If the pipe is installed in a compacted embankment, compact pipe embedment to a point of at least 2.5 pipe diameters from the pipe on both sides of the pipe or to the trench walls, whichever is less.

Delete Section 3.9.1B, 3.9.4B, & 4.2.5C in entirety. "Water Settlement Backfill" will not be an acceptable backfill process

Delete Section 4.2.3 Trench Foundation Material and **Replace** with the following:

Include all costs associated with dewatering, excavation, and disposal of unsuitable material in the price bid for "TYPE II PIPE BEDDING". A quantity has been provided in the plans that represents 25% of the overall underground pipe length.

Delete Section 4.2.4 Artificial Trench Foundations in entirety.

Delete Section 4.2.5 Gravel Backfill and **Replace** with the following:

All costs for installing and compacting Aggregate Base Course Class 3 (Modified) backfill shall be included with the price bid for "Pipe Conc Reinf <Size>IN CL III Storm Drain", "Pipe PVC <Size>IN", "Sanitary Sewer Service Connection", "Pipe PVC <Size>IN Sewer", and "Watermain <Size>IN PVC". All pipes removed or installed as part of the project must be backfilled with Class 3 (Modified) backfill.

SECTION 1200 SANITARY SEWERS

Delete the last paragraph of Section 3.14 Bypass Pumping.

Add Section 4.2.10 Gravel Backfill as follows:

All sanitary sewer main installed under the road, and 2-feet behind the back of curb to be installed with gravel backfill, see detail 5.2. Include all costs to upgrade the backfill for sanitary sewer and water main in the price bid for associated sanitary sewer and water items.

SECTION 1300 WATER MAINS

Add the following to the end of Section 3.9 Disinfection

Water samples for bacteriological testing will only be accepted at the City of Fargo Water Plant between the hours of 8 am and 4 pm, Monday through Thursday.

Add Section 4.2.12 Gravel Backfill

All water main installed under the road, and 2-feet behind the back of curb to be installed with gravel backfill, see detail 5.2. Include all costs to upgrade the backfill for water main in the price bid for associated sanitary sewer and water items.

SECTION 1500 STORM SEWERS

Delete first paragraph and parts of Section 2.1.2 Manufacture and **Replace** the following items.

Pipe shall be furnished in four to eight foot lengths. Unless otherwise stated in the plans or special instructions, pipe 12" to 15" in diameter shall be Class V C-wall, 18" in diameter shall be Class V B-wall, and 21" and larger shall be Class III. All pipes shall be marked with the date of manufacture and class of pipe, and no pipe shall be laid before it is at least five days old. Special coatings or lining, if required, shall be as specified in the Special Instructions on the particular project.

<u>Pipe Size</u>	<u>Class</u>
12" to 15"	Class V, C Wall
18"	Class V, B Wall

Add paragraph to the end of Section 2.7 Inlets:

With the exception of Inlet Catch Basin bid item, inlets shall have a minimum of 4.0 foot riser height. Fill the bottom of each drainage structure with concrete, up to the lowest invert elevation.

Replace the last sentence of Section 3.1 with the following:

The cost of excavating and placing the additional (more than 6-inches) shall be paid for per cubic yard of "Type II Pipe Bedding".

Add paragraph to the end of Section 4.2.3 Storm Sewer Manhole and Inlets:

Include the cost for the manhole risers with the price bid for "Manhole <Size>IN", "Manhole Special", "Inlet-Type 2", "Inlet-Type 2 Double", "Inlet Special-Type 2 <Size>IN", "Inlet Catch Basin", "Inlet Mountable Curb-Type B", and "Saddle Manhole".

Add Section 4.2.7 Pipe Connections as follows:

Connect proposed pipe to existing pipe. The joints and / or connections to meet the requirements of the Specifications or be per Manufacturer's recommendations, as approved by the Engineer. The existing pipe material and size shown in Section 55 of the plan set is based on proposed infrastructure constructed by others.

Remove existing plugs at all connection points. Provide a precast plug at all termination points. Include cost of connecting to existing pipes or installing a precast plug in the price bid for "Pipe Conc Reinf <Size>In Cl <Type>-Storm Drain" or "Pipe Conduit <Size>In-Storm Drain".

Add Section 4.2.8 Gravel Backfill as follows:

All storm sewer (storm drain) installed under the road, and 2-feet behind the back of curb to be installed with gravel backfill, see detail 5.2. Include all costs to upgrade the backfill for storm sewer in the price bid for associated storm sewer items.

Add Section 4.2.9 as follows:

Any additional material, labor, or equipment costs, or potential delays, resulting from the Contractor's selection of storm sewer pipe to be considered and included in the unit price bid. This may include, but is not limited to, costs for upsized pipe, upsized manholes due to connection requirements, additional concrete for inverts, additional adjustment rings, additional excavation, additional haunching, encasement and trench backfill, and additional contractor testing.

SECTION 2100 CONCRETE PAVING AND CURBS & GUTTERS

Delete Section 3.1 Excavation, Subgrade, Preparation, and Aggregate Bases and **Replace** with the following:

Excavation, subgrade preparation, and filling of embankment material for construction of the roadway will be in accordance with the NDDOT Standard Specifications for Road and Bridge Construction.

Delete the last paragraph of Section 3.13 Protection of Pavement

Delete the last paragraph of Section 3.19 Casting to Grade (All) and **Replace** with the following:

All existing manholes and inlets that are adjusted to grade shall receive new adjusting rings from existing structure to casting. Include cleaning of construction debris or dirt from the manhole or inlet bottom and install a wiped mortar finish around the inside circumference of the precast concrete adjustment rings. All costs associated with the "Casting to Grade" item shall be included in the price bid for "Manhole <Size>IN", "Manhole Casting", and "Inlet-Type 2".

Delete Section 4.2.1 Excavation and Subgrade Preparation and **Replace** with the following:

Excavation, Filling, and Subgrade preparation of embankment material should be paid under NDDOT contract bid items as specified within Section 8 of the plans.

Delete Section 4.2.7 Casting to Grade and **Replace** with the following:

Adjust the casting with up to 4 rings (12 inches), including all sealant, wrap, or chimney seals specified herein. All costs associated with the adjustments to inlets and manholes shall be included in the price bid for "Manhole <Size>IN", "Manhole Casting", and "Inlet-Type 2".

Delete Section 4.2.8 Valve Boxes to Grade and **Replace** with the following:

All costs associated with adjustments to gate valve boxes located in the pave or boulevard should be included in the price bid for "Gate Valve & Box <Size>IN".

SECTION 2300 CONCRETE SIDEWALKS AND DRIVEWAYS

Delete Section 2.5 Concrete Proportions and **Replace** with the following:

Concrete proportions and properties shall conform to the requirements of Section 2100.

Delete Section 2.8 Base and Backfill Material and **Replace** with the following:

Base material under the concrete shall meet the gradation requirements of salvaged base course as outlined in NDDOT Standard Specifications for Road and Bridge Construction.

Delete Section 2.11.1 Cast Iron Panels and **Replace** with the following:

Install unpainted, cast iron plates manufactured by EJ Iron Works, Neenah Foundry, or approved equal. Tuftile is not an approved equal for radial domes.

Delete Section 2.11.2 Engineered Polymer Composite Panels in entirety.

Delete Section 3.7A Sidewalk and Impressioned Concrete and **Replace** with the following:

Use a #4 deformed reinforcing bar placed a minimum of 24 inches o.c. both ways on all sidewalks. On the shared use path, a minimum of 5 longitudinal bars must be placed. The bar shall be six (6) inches shorter than the width of the slab, longitudinal bars spaced evenly, and placed accurately at one-half depth of the slab. Use plastic chairs. Use four (4) #4 bars 10 feet long, centered over new utility trenches.

Delete Section 3.10 Contraction Joints and **Replace** with the following:

Saw contraction joints in a timely manner and construct per details. Saw longitudinal and transverse joints. Saw a centerline longitudinal joint on sidewalk 8 feet or wider

Match the existing elevation for newly placed concrete within +/- 1/8 inches of all adjoining concrete.

If uncontrolled cracking occurs, the concrete shall be completely removed to the nearest planned longitudinal and transverse joints. The removal and replacement method shall be approved by Engineer and at the Contractor's expense.

Newly placed concrete shall match the existing elevation (+/- 1/8 inches) of all adjoining concrete. Any placed concrete not properly matching elevations as deemed by the Engineer shall be removed and replaced at the contractor's expense.

Include all items listed above in the price bid for "Sidewalk Concrete 5IN Reinf" and "Sidewalk Concrete 6IN".

Delete Section 3.11 Expansion Joints and **Replace** with the following:

All expansion material shall be ½ inches in thickness and be placed at intervals no larger than 150 feet. The "free" end of the smooth dowel shall be coated with an approved lubricant and covered with an approved metal or plastic dowel cap or sleeve.

Delete Section 3.13 ADA Curb Ramps and **Replace** with the following:

Construct concrete landings as shown in Section 80 separately and prior to adjacent ADA ramps or sidewalk. Allow a minimum of 24 hours of cure time on the landings prior to placing adjacent concrete.

The boundary locations of proposed ADA ramps and the bottom of the curb transitions will be marked in the field by the Engineer. It is the responsibility of the Contractor to layout and construct all proposed ADA ramps in accordance with the details in Section 20 & 80 of the plans, Section 2300 of the City of Fargo Standard Specifications, and current Federal ADA Standards. The Contractor shall use competent personnel and suitable equipment for the layout work required. The Contractor's ADA ramp layout shall include the placement of the following:

- a) Curb Transitions
- b) Ramp Flares
- c) Grade Breaks
- d) Detectable Warning Panels
- e) Landing and Ramp Limits

If the Contractor constructs any ADA ramps that do not comply with ADA requirements or do not follow the agreed upon resolution with the Engineer, the Contractor shall be responsible for correcting the deficient ramp at Contractor's expense. This layout work shall be incidental to sidewalk bid items

4. REVISIONS TO THE CITY OF FARGO DETAILS

The following details have been revised and are attached herein. The revisions are summarized as follows:

Section 1200

Drawing No. 5.5B: New detail for 36" mains

Section 1500

Drawing No. 5.3B Modified detail labeling Riser/H-Distance

Drawing No. 5.4B Modified detail depicting flat top and labeling Riser/H-Distance

Drawing No. 5.8 Modified detail labeling H-Distance

Drawing No. 5.9 Modified detail labeling H-Distance

Drawing No. 5.10 Modified detail labeling H-Distance

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
COMMERCIAL GRADE HOT MIX ASPHALT – WITHOUT DENSITY
PROJECT 8-984(181) – PCN 24237

DESCRIPTION

This work consists of supplying a Commercial Grade Hot Mix Asphalt that meets the requirements of Section 430, “Hot Mix Asphalt (HMA)”, with the following revisions.

MATERIALS

Add the following to the end of Section 430.03 “Materials”.

F. Commercial Grade Hot Mix Asphalt.

Provide commercial grade asphalt that meets the requirements of any of the FAA designations using a PG 58H-34 in Section 430.03 C, “Superpave Mix Properties”.

The requirements of the following sections will not be applied to commercial grade asphalt:

- Section 430.04 B, “Engineer’s Quality Assurance Plan”;
- Section 430.04 C.2, “Determination of Specific Gravity”; and
- Section 430.04 E, “QC Testing”.

Section 430.04 D “Mix Design” is replaced with the following requirements:

Submit a mix design that was previously approved under another Department contract. Include the project number and PCN of the previous project.

If using a stationary plant, use a mix design previously approved by the Department within the last year. Include the date that the mix design was approved.

If a previously approved mix design is not available, submit a new mix design to the Engineer at least 10 calendar days before placement of material for review

CONSTRUCTION REQUIREMENTS

A. Contractor Personnel.

Replace Section 430.04 A “Contractor Quality Control (QC)” with the following:

Provide personnel meeting the requirements of NDDOT Technical Certification Program for the following tests:

- ND T 2 – Sampling of Aggregates; and
- NDDOT 5 Sampling and Splitting Field Verification of Hot Mix Asphalt (HMA) Samples.

B. Engineer’s Acceptance Testing:

Replace Section 430.04 M “Acceptance” with the following:

The Engineer will perform acceptance tests at the frequency shown in Table 1. At times directed by the Engineer, obtain aggregate samples from the cold feed belt according to ND T 2.

Table 1
Testing Frequencies

Test/Assessment	Minimum Testing Requirements
ND T 11 Materials Finer than No. 200 Sieve	Minimum 1 per 3,000 ton
ND T 27 Sieve Analysis of Fine and Coarse Aggregate	Minimum 1 per 3,000 ton
ND T 166 Bulk Specific Gravity of Compacted Asphalt Mixtures Using Saturated Surface-Dry Specimens	Minimum 1 per project
ND T 209 Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt	Minimum 1 per project
ND T 312 Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of Superpave Gyratory Compactor	Minimum 1 per project

If ND T 11 and/or ND T 27 tests result in a deviation from the specified gradation, immediately sample and test aggregate again. Halt paving operations if two consecutive tests deviate from the specified gradation. Restart paving operations after taking corrective actions and passing a gradation test.

The Engineer will target 3.0 percent air voids when determining the maximum theoretical density. Provide mix with between 1.5 and 5.0 percent air voids, when calculated on the Maximum Density Worksheet (SFN 50289).

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Pay Item	Pay Unit
Commercial Grade Hot Mix Asphalt	Ton

Include the cost of aggregate, asphalt cement, and tack coat in the contract unit price for "Commercial Grade Asphalt."

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

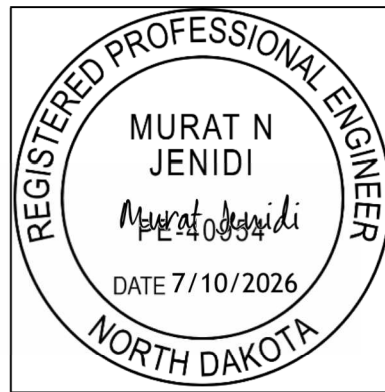
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

CITY OF FARGO STANDARD SPECIFICATIONS

Project: TMA-SU-8-984(181); PCN 24237

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of North Dakota.



1. SUMMARY

- A. The City of Fargo has Standard Specifications to cover the street lighting and traffic signal portions of the project. Revisions to the Standard Specifications are provided within this Special Provision. The following City of Fargo Specifications are included:

<u>Section</u>	<u>Title</u>
4200	Traffic Signal
4400	Street Lighting

The above included specifications may reference other City of Fargo Standard Specifications that are not included as part of this special provision. The specification references not included should default to the comparable specifications found in the NDDOT Standard Specifications for Road and Bridge Construction.

2. GENERAL

- A. All related requirements in these portions of the City of Fargo specifications not included in this special provision default to the NDDOT Standard Specifications for Road and Bridge Construction. This includes references to legal requirements, quality assurance, product delivery, storage, and handling, submittals,

substitutions, and other references omitted from the City of Fargo Standard Specifications.

- B. The schedule of material testing should be in accordance with the most recent version of the NDDOT Field Sampling and Testing manual at the time of bid letting.
- C. Payment and measurement for street lighting and traffic signal items are in accordance with this special provision, except as noted, for the following items:

Spec	Code	NDDOT Pay Item Name	City of Fargo Specification Number & Detail	
770	0001	LIGHTING SYSTEM	4400	5.1-5.4
770	4567	REMOVING LIGHTING SYSTEM	4400	
772	2906	REVISE TRAFFIC SIGNAL SYSTEM – SITE 1	4200	5.4, 5.13, & 5.15
772	2907	REVISE TRAFFIC SIGNAL SYSTEM – SITE 2	4200	5.1-5.4, 5.10, 5.11, 5.13, & 5.16

- D. Pay item names comply with standard NDDOT naming conventions as listed above.

3. REVISIONS TO THE CITY OF FARGO SPECIFICATIONS

SECTION 4200 TRAFFIC SIGNALS

Delete all of Section 4200 and Replace with the following:

PART 1: DESCRIPTION OF WORK

This work will consist of, but is not limited to, furnishing and installing traffic signal systems, modifying traffic signal systems, pedestrian and school flashing systems, communication systems, traffic surveillance camera systems, and battery back-up systems. All work and material will meet the National Electric Code, the North Dakota State Electrical Board, the local utility company, and the ordinances established by the City of Fargo. All materials will be furnished and installed new unless specified otherwise in the Special Instructions for Bidders or Plans.

PART 2: MATERIALS

All listed products will have a listing label physically placed on the actual product. All electrical equipment, materials, and devices mentioned in the NEC (National Electrical

Code) requires that listed or labeled products be installed in accordance with any instructions included in their listing or labeling, and will meet NEC standards.

2.1. SHOP DRAWINGS

- 2.1.1. The Contractor will provide an electronic PDF file of shop drawings and certifications required by the City of Fargo within 15 days after the contracts have been signed by the City Commission. All shop drawings and certifications need to be approved prior to any work being started. The Contractor will be responsible for the accuracy of the shop drawings. The Engineer's review does not relieve the Contractor of full responsibility for providing a quality product that meets Specifications.
- 2.1.2. All manufacturer warranties and guarantees with respect to materials, parts, workmanship, or performance which the products covered by the proposal will be secured and included with the shop drawing submittal.
- 2.1.3. The Contractor will submit shop drawings on the following listed items for approval:
 - Traffic Signal Controller Cabinet
 - Galvanized Anchors
 - Solid State Load Switches with Input and Output Indicators
 - Audible Pedestrian Push Button System
 - Any other relays or extra equipment in cabinet not listed above
 - Vehicle Heads
 - Housing
 - Back Plate (including screws and washers)
 - LED Sections
 - Mounting Hardware-Must include complete installation instructions
 - Visors-Cup or Cutaway
 - Pedestrian Heads
 - Housing
 - Visor
 - LED section
 - Mounting Hardware-Must include complete installation instructions
 - Signal Standards
 - Standard
 - Mast Arm
 - Transformer Base
 - Anchor Bolts
 - Bolts, Nuts, & Washers
 - Luminaire Extension & Fixture
 - Mouse Proofing
 - Paint, Primer, Galvanizing Coatings
 - Pull Box/Vault

- Frame-Non Concrete and In Concrete
- Cover
- Pull Box
- Pedestrian Push Buttons
 - Button
 - Housing
 - Sign
 - Post
 - No.16 AWG 3(Polara APS)
 - APS Ped Head Module
- Detection Loops
 - Loop Wire
 - Loop Sealant
 - Loop Lead-in
 - Splice Kits
 - Conduit & Innerduct (HDPE)
 - All sizes
- Signal Control Cables
 - No.14 AWG 20
 - No.14 AWG 12
 - No.14 AWG 7
 - No.14 AWG 5
 - No.14 AWG 3
 - No.14 AWG 2
- Labeling Tape

2.2. SERVICE MANUALS

- 2.2.1. The Contractor will furnish the Engineer/Project Manager with one service/operational manual, for all traffic signal parts and equipment.
- 2.2.2. Each service/operational manual will include the following minimum information:
- Detailed description of operation and instructions for initial set-up
 - All schematics and wiring diagrams of the unit
 - Recommended servicing and service troubleshooting
 - Complete parts list
 - Recommended spare parts list

2.3. TRAFFIC SIGNAL STANDARDS

2.3.1. TYPE IV TRAFFIC SIGNAL STANDARD

- All Type IV signal standards will be manufactured by Millerbernd Manufacturing, Winsted, MN, or approved Valmont equal
- All Type IV signal standards will be designed for AASHTO 5th Edition 2010 Interim with a wind velocity of 90mph. Fatigue category III for mast arm lengths less than 40' and Fatigue Category II for mast arm lengths equal to or greater than 40'

- All Type IV signal standards will have 4 anchor bolts, 17" bolt pattern for mast arm lengths less than 40' and 28" for mast arm lengths equal to or greater than 40'
 - All Type IV signal standards will be galvanized dipped and unpainted.
 - If plans call for poles and T-base to be painted, colors will be as follows:
 - Transformer base – galvanized and gloss black.
 - Mast arm – galvanized and gloss black, or yellow* (see plans)
 - Upright Shaft – galvanized or and gloss black, or yellow*(see plans)
- * Yellow color will be No.13538 of Federal Standard No. 595 B.

2.4. PEDESTION PUSH BUTTON

2.4.1 PEDESTRIAN PUSH BUTTON POST

- All pedestrian push button posts will be manufactured by Frey Manufacturing or Pelco Part #PB-5237-SCH40-5-P33, will be unpainted, unless matching existing intersection, or specified in plans. Post will be mounted onto concrete according to manufactures specifications and will include all parts to tether post to an anchor bolt. Section 4200 Detail Drawing 5.15.

2.4.2. APS SYSTEM

- System will be a Polara 3-wire System with iPHCU3S ped head control units and iNS2 APS buttons (see plans for number of units). Wire between the pedestrian button and head will be an un-spliced No.16 AWG 3 conductor. Pedestrian buttons will have a 5" x 7" faceplate with Braille options and the corresponding directional arrow. One spare button with (2) spare signs, (1) for street, and (1) for Avenue will be provided with the system. All Contractor, or Manufacture supplied APS pedestrian systems, and/or parts will have a 5 Year warranty.

2.5. VEHICLE/PEDESTRIAN INDICATION HEADS

2.5.1. VEHICLE INDICATION HEADS

- All signal mounting hardware will be iron. ALL hub plates/shoes will be aluminum. Color WILL be black unless noted in plans.
- All red, yellow, and green indications will be L.E.D. meeting or exceeding the latest standards of the Institute of Transportation Engineers. All LED's will have a 15-year warranty, and warranty will include all shipping costs of defective LED's to and from manufacturer. Approved 12" L.E.D. balls are Dialight "XL" series red ball part number 433-1210-003XL15, yellow ball part number 433-3230-901XL15, green ball part number 433-2220-001XL15, or Leotek DT series red ball part number TSL-12R-DT-A1, yellow ball part number TSL-12Y-DT-A1, green ball part number TSL-12G-DT-A1, or GE GTX City ELA series red ball part number DR6-RTFB-ELA, yellow ball part number DR6-YTFB-ELA, green ball part number DR6-GTFB-ELA . Approved 12" L.E.D. arrows are Dialight red arrow part number 432-1314-001XOD15, yellow arrow part number 431-3334-901XOD15, and green arrow part number 432-2324-001XOD15, or Leotek DT series red arrow part number TSL-12RA-DT-A1, yellow arrow part number TSL-12YA-DT-A1, green arrow part number TSL-12GA-DT-A1, or GE GTX City ELA

series red arrow part number DR6-RTAAN-ELA, yellow arrow part number DR6-YTAAN-ELA, green arrow part number DR6-GTAAN-ELA.

- All vehicle heads will be SG polycarbonate. Five section cluster mast arm mounted heads will be installed using a Frey Manufacturing 52CA Cluster Adapter with a 45V angled plumbizer and a 32C Clamp Adapter. All vehicle and pedestrian heads will be manufactured by Siemens Eagle, McCain, or approved equal. All signal heads will be required to have reinforcement plate kits installed on them. All 5 section doghouse style heads will have the doors hinge on outside of the head, so all heads can be opened at the same time. All signal heads are required to have ALUMINUM cap, or cutaway style visor installed on them.
- All traffic signal back plates will be louvered aluminum and have a minimum thickness of .063". Back plates will be installed using 3/4" O.D. x 3/16" I.D. x standard thickness washers on all screws. Washers will be stainless steel #10 fender washers. Screws used to attach the back plates to the signal head will be highest quality stainless steel 1/2" #10 pan head tap screws, if a magnet sticks to either they will be rejected.

2.5.2. PEDESTRIAN INDICATION HEADS

- All pedestrian head mounting hardware will be iron. ALL hub plates/shoes will be aluminum. Color WILL be black unless noted in plans.
- All pedestrian heads will be 16"x18" countdown pedestrian signals. Approved pedestrian countdown signals are GE "VLA" series part number PS7-CFF1-VLA, or Dialight ITE Compliant pedestrian countdown signal part number 430-6479-001X or Leotek SPC Superior Performance countdown series part number TSL-PED-16-SPC-V1.
- All pedestrian heads will be SG polycarbonate.
- All pedestrian heads will be manufactured by Siemens Eagle, McCain, or approved equal. All pedestrian heads will include a 16" aluminum tunnel visor, aluminum door, and aluminum frame.

2.6. PULL BOXES AND VAULTS

2.6.1. TRAFFIC SIGNAL AND FIBER (NON-SPLICE) PULLBOXES

- Pull boxes will be 24" diameter by 48" deep, PVC that meets ASTM F679 standards. The casting will be either Neenah R-1733 in concrete areas, or EJ V1600-3 in non-concrete areas, or approved equal, and covers will be made from 3/8" diamond plated steel as per Section 4200 Detail Drawing 5.16, and have "Electric" on it. All PVC pull boxes installed in concrete areas will have a bell end installed on the bottom to prevent frost heaving.

2.7. CONDUIT

2.7.1, NONMETALLIC CONDUIT WILL BE EITHER POLYVINYL CHLORIDE (HEAVY WALL – PVC) OR HIGH-DENSITY POLYETHYLENE (HDPE) CONDUIT, BOTH AS SPECIFIED BELOW:

- PVC conduit will meet the requirements of UL 651, suitable for direct burial applications, and will have a minimum wall thickness equivalent to Schedule 40 as defined by ASTM 1785.
- HDPE conduit will meet the requirements of UL 651, and either ASTM 2447 or ASTM 3035, suitable for direct burial applications. HDPE conduit will have a minimum wall thickness equivalent to Schedule 40 as defined by ASTM 2447 or DR 15.5 as defined by ASTM 3035. Will be ORANGE for fiber/communications, and RED for high/low voltage power circuits.

2.8. TRAFFIC SIGNAL CONDUCTORS/CONTROL CABLES

2.8.1. MULTI-CONDUCTOR CONTROL CABLES IMSA 20-1

- All multi-conductor control cables will be #14AWG stranded copper, and will meet ISMA 20-1 specifications, including:
- Conductors: Stranded annealed bare copper class B per ASTM B3 and B8
- 600V Rated
- Insulation: Polyethylene PE
- Rip Cord: High strength rip cord for ease of jacket removal
- Separator: Polyester tape
- Jacket: Black polyethylene PE jacket
- These cables are capable of operating continuously at a conductor temperature between -20°C and 75°C.

2.8.2. LOOP LEAD-IN CABLE IMSA 50-2

- The Loop Lead-in cables will be #14AWG stranded tinned copper, and meet ISMA 50-2 specifications, including:
- Conductors: Stranded annealed tinned copper per ASTM B33 and B8
- 600V Rated
- Insulation: High Molecular Weight Polyethylene HMWPE
- Rip Cord: High strength rip cord for ease of jacket removal
- Drain Wire: #16AWG Tinned copper
- Overall Shield: 100% coverage aluminum/polyester foil shield
- Jacket: Black polyethylene PE jacket

2.8.3. IN GROUND LOOP CABLE IMSA 51-7

- The loop wire will be IMSA 51-7 "tube loop" detector cable, having a ¼-inch HDPE tube jacket, covering a #14 AWG XHHW/XLPE stranded copper conductor.

2.8.4. LOCATE/TRACE WIRE

- The wire will be 600V rated #12AWG Copper Clad trace wire with HDPE insulation, and rated at a minimum 250 LB of breaking load.
- The wire will be RED when installed with electrical cables, and ORANGE when installed with fiber optic cables.

2.8.5. CABLE LABELS

- Labels will be machine printed on a tape width of 1/2". All lettering will be 20pt. uppercase block style letters. The labeling tape will be designed for outdoor use. The tape will have a minimum outdoor durability rating of 5 years in temperature ranging from 180°F to -40°F. The labels will be capable of being applied outdoors at temperatures as low as 0°F.

2.9. VEHICLE DETECTION

2.9.1. PREFORMED LOOPS

- NEW CONCRETE- Loop wire will be IMSA 51-7 "tube loop" detector cable, having a 1/4-inch HDPE tube jacket, covering a #14 AWG XHHW/XLPE stranded copper conductor.
- MILLED ASPHALT- Loop wire will be IMSA 51-7 "tube loop" detector cable, having a 1/4-inch HDPE tube jacket, covering a #14 AWG XHHW/XLPE stranded copper conductor.

2.9.2. SAWED VEHICLE LOOPS

- Loop wire will be IMSA 51-7 "tube loop" detector cable, having a 1/4-inch HDPE tube jacket, covering a #14 AWG XHHW/XLPE stranded copper conductor.

2.9.3. SEALANT MATERIAL

- Sealant will be 3M Detector Loop Sealant 5000 – Approved for all new sawed in concrete, asphalt and milled asphalt.
- W.R. Meadows hot applied sealant product 3405, may ONLY be used as an alternate for milled loops that are being overlaid with asphalt.

2.9.4. SPLICING MATERIAL

- All loop splices will be encapsulated in an URASEAL Product No. CK200 epoxy splice kit. Kit must be used within 1 year from manufacturing date.

PART 3: INSTALLATION / REMOVALS

3.1. TRAFFIC SIGNAL STANDARDS

3.1.1. FURNISH AND INSTALL TYPE IV TRAFFIC SIGNAL STANDARD

- All signal standards will be installed in accordance to Section 4200 Detail Drawing 5.3
- Contractor is responsible for verifying and following minimum horizontal and vertical clearance between light and/or signal standards and overhead power lines.
- All signal poles will be Contractor provided unless otherwise noted on the signal plan
- The packing material will be removed from standards when stored outside and as per manufacturer's requirements to prevent damage to the standard's finish.
- The City will inspect the standards upon delivery from the manufacturer, and any damage to the signal standards, transformer bases, hardware, luminaire extension, or anchor bolts. After the date of delivery and acceptance by the City will be the Contractor's responsibility to repair or replace as directed by the Engineer.

- Furnishing and installing mast arm and signal standard signs on new signal standards is incidental to the bid price for all types of combo and signal standards for which no direct compensation will be made.
- The Contractor will provide Mastarm wire entrance fittings. Fittings will be a 1 ½" 45 degree galvanized steel elbow on each signal standard upright, cost incidental to the price bid for the signal standard.
- Round T-base bottom openings will use the Halek Solutions mouse guard or approved equal and must be installed according the manufacturer's instructions. If the bottom of the T-base is an octagon opening then, the signal standard transformer bases will have Xcluder double stacked 1.5" Fill BLOCKS continuously around the inside of the lower plate to prevent rodents from accessing the transformer base through space between concrete foundation and the lower plate.
- All standards will be plumbed with leveling nuts. The hand hole will be located away from traffic and the mast arms will be perpendicular to the roadway centerline.
- All hardware will be galvanized, and all treads will have a covering of anti-seize.
- Spliced or pulled through conductors will have sufficient slack to extend a minimum of 24 inches outside of the enclosure.
- All transformer base terminations will be made using a Wago Lever Nut (Series 222), installed and labeled as per Section 4200 Detail Drawing 5.13. Contractor will install Atom Lube or approved equal dielectric grease in all used or unused entrances of the Lever Nut.
- Signal standard anchor bolt nuts WILL be torqued according to NDDOT Standard Specification 770.04-G, excluding the 10am deadline, **with a City of Fargo representative present**, to the following foot-pounds:

Bolt Diameter (inches)	Torque (foot-pounds)
1	300
1 1/4	630
1 1/2	1120
1 3/4	1820
2	2770
2 1/4	4010
2 1/2	5550

3.1.2. FURNISH AND INSTALL TYPE V TRAFFIC SIGNAL STANDARD

- All type V signal standards will be installed in accordance to Section 4200 Detail Drawing 5.2
- The packing material will be removed from standards when stored outside and as per manufacturer's requirements to prevent damage to the standard's finish.
- All standards will be plumbed with leveling nuts. The hand hole will be located away from traffic and the mast arms will be perpendicular to the roadway centerline.
- All hardware will be galvanized, and all treads will have a covering of anti-seize.

- Spliced or pulled through conductors will have sufficient slack to extend a minimum of 24 inches outside of the enclosure.
- All transformer base terminations will be made using a Wago Lever Nut (Series 222), installed and labeled as per Section 4200 Detail Drawing 5.13. Contractor will install Atom Lube or approved equal dielectric grease in all used or unused entrances of the Lever Nut.
- Signal standard transformer bases will have Xcluder gasket 2800G Item# 162728, two may be need to for proper seal.
- Torque 1" bolt/nuts to 300-foot pounds.

3.1.3. *PAINT TRAFFIC SIGNAL STANDARD*

- If the signal standard needs to be removed, all signal standards will be reinstalled in accordance to Section - 3.2.1 FURNISH AND INSTALL TYPE IV TRAFFIC SIGNAL STANDARD
- Contractor will warranty/guarantee all materials, work, and equipment for a period of at least five years from the date of final acceptance. Cost of warranty will be included with the price bid for "Paint Signal Standard".
- All existing signs will be salvaged, and reinstalled, unless specified in the plans to install new.
- Contractor will follow these steps if touch up painting is required:
 - Completely remove all rust and loose paint.
 - Sand all painted areas with 40 to 100-grit paper, depending on conditions.
 - Wash down with "no rinse prepaint cleaner" manufactured by Great Lakes Laboratories.
 - Prime bare metal with Corothane I Galvpak Primer manufactured by Sherwin Williams coatings, or an approved equal.
 - Topcoat and clear coat with products supplied by the original pole manufacturer.
- Contractor will follow these steps if re-painting existing standards when required on the plan:
 - Remove all bandit mounting material, signs and pedestrian buttons.
 - Completely remove all rust and paint by White Metal Blasting the signal standard.
 - White Metal Blast cleaning is used when a totally cleaned surface is required. This method of cleaning is defined as a sandblasted cleaned surface with a gray-white uniform metallic color. It will be free of all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint, stains, streaks or any other contaminant across 100% of every square inch.
 - Sandblasting material will be a steel grit angular carbon steel blast media.
 - Sandblasting will be done on site with the signal standards in place and operational. All pedestrians and the traveling public will be protected from all debris. All sandblasting material and removed pole paint/debris will be collected in a method that is approved by the EPA. Existing pole paint-debris may contain harmful chemicals or existing lead paint, which the

Contractor will be responsible for containing and cleaning up, along with protecting pedestrians and the traveling public from these hazardous contaminates.

- Before the primer is applied, the pole must be inspected by the City of Fargo to ensure that it is free of all paint, rust and contaminates. Pole must be prepped according to Specifications and to the satisfaction of the Engineer in the field. Pole may need to be re-blasted or may need to be cleaned with “no rinse prepaint cleaner” manufactured by Great Lakes Laboratories. The Engineer in the field will require which method will be used.
- Mask all areas that are not required to be painted, any overspray will be removed.
- Prime bare metal with Corothane I Galvapak 1k Zinc Primer, manufactured by Sherwin Williams.
- Apply an intermediate coat with Macropoxy 646, manufactured by Sherwin Williams.
- Apply a top coat with Acrolon 218 HS Acrylic Polyurethane, manufactured by Sherwin Williams.
- Apply a finish coat with Fluorokem HS 100, manufactured by Sherwin Williams.
- Colors will be Black or Yellow color will be No.13538 of Federal Standard No. 595 B.
- Thickness of all coats applied will be according to the manufacturer’s recommended film thickness. Application of all materials will follow the manufacturer’s directions for use.
- Re-install all pedestrian push buttons and signs. Re-install pole plates for vehicle heads, and remove all masking.
- After sandblasting has been finished and approved, clean out all sandblasting materials that are left in the transformer base and clean up any splice connections inside the base.
- Remove and replace ALL post mount plugs on standard before painting

3.2. PEDESTION PUSH BUTTON

3.2.1. PEDESTRIAN PUSH BUTTON POST

- Post will be installed in accordance with Section 4200 Detail Drawing 5.15.
- Posts will have a spun aluminum finish, or will match the color of the signal standards if installed at an existing intersection.
- All pushbutton cable runs from the push button to the controller cabinet, and push button to pedestrian head, will not be spliced.

3.2.2. APS PEDESTRIAN PUSH BUTTON

- Pedestrian push buttons will be bolted directly to the traffic signal standards. Do not use bandit for this purpose.
- Pushbutton will be mounted at 42” from top of ground directly in front of button.

- All APS push buttons will be BLACK in color, or will match the color of the signal standards if installed at an existing intersection.
- All pushbutton cable runs from the push button to the controller cabinet, and push button to pedestrian head, will not be spliced.
- The field termination wires inside the button will be protected by the power gel from a Tyco Electronics GelCap-SL-2/0 Street light splice kit.

3.3. VEHICLE AND PEDESTRIAN INDICATION HEADS

3.3.1. VEHICLE INDICATION HEADS

- All vehicle heads will be installed in accordance with Section 4200 Detail Drawing 5.4.
- All housings and mounting arms will be BLACK in color, or will match the color of the signal standards if installed at an existing intersection.
- All vehicle heads alignment for post and pedestal vehicle heads mounted on signal standards, will be leveled on all 4-sides, and aimed to the center of the oncoming traffic lane 200 feet from the stop bar. Left turn heads that are post, and pedestal mounted, will be aimed to the center of the left turn lane, 200 feet from the stop bar. Mast arm heads will be parallel to oncoming traffic.
- All vehicle heads will include furnishing and installing 12-inch L.E.D. vehicle signals existing signal head housing for the existing red, yellow, and green vehicle indications. The price bid will include all materials and labor for each L.E.D. vehicle signal installed.
- Contractor will install Wago 222-series Lever Nuts on all splices in vehicle heads. Contractor will install Atom Lube or approved equal dielectric grease in all used or unused entrances of the Lever Nut.
- The mounting arms of vehicle heads must be threaded into plate/shoes/elbows/etc, to a minimum 1/8" past through the setscrew hole. All mounting hardware will be galvanized and Anti-Seize WILL be applied to all treads. When securing post mounted vehicle heads to mounting arms a threaded "chase" nipple will be used, and the rubber gasket goes on the inside of head.
- Outside jacket/insulation of the multi-conductor wire entering into signal head, will extend a minimum of 1" and maximum of 2" before removing.
- All conductor from the signal heads to the splice in transformer base will be included in the cost of furnishing and installing of signal head. ALL incoming conductors will extend a minimum of 2 feet out of each vehicle housing.
- Astro/Sky brackets are approved for use on mast arm mounted 5-section heads. Astro/Sky brackets may also be used to mount new heads on existing mast arms that do not have an existing tendon on the mast arm. Shop drawings for signal heads will indicate the type of mounting.
- Contractor will complete the "Signal Head Height" sheet, after they measure the height of all signal heads after installation and road is at final

grade. Heads should be 18' to 19' (to the bottom of the back plate) of height at completion.

3.3.2. PEDESTRIAN INDICATION HEADS

- All pedestrian heads will be installed in accordance with Section 4200 Detail Drawing 5.4.
- All pedestrian heads will be installed level on all sides.
- All housings and mounting arms will be BLACK in color, or will match the color of the signal standards if installed at an existing intersection.
- All pedestrian signal sections will include furnishing and installing 16" L.E.D. countdown pedestrian into the existing pedestrian signal head housing. The price bid will include all materials and labor for each L.E.D. pedestrian signal installed.
- Contractor will install Wago 222-series Lever Nuts on all splices in pedestrian heads. Contractor will install Atom Lube or approved equal dielectric grease in all used or unused entrances of the Lever Nut.
- The mounting arms of pedestrian heads must be threaded into plate/shoes/elbows/etc, to a minimum 1/8" past through the setscrew hole. All mounting hardware will be galvanized and Anti-Seize WILL be applied to all treads. When securing post mounted pedestrian heads to mounting arms a threaded "chase" nipple will be used, and the rubber gasket goes on the inside of head.
- Outside jacket/insulation of the multi-conductor wire entering into signal head, will extend a minimum of 1" and maximum of 2" before removing.
- All conductor from the signal heads to the splice in transformer base will be included in the cost of furnishing and installing of pedestrian head. ALL incoming conductors will extend a minimum of 2 feet out of each vehicle housing.

3.4. PULLBOX/VAULTS

3.4.1. FURNISH AND INSTALL PULLBOX

- All pullboxes will be installed in accordance with Section 4200 Detail Drawing 5.16.
- All pullboxes in landscaped areas, will have the top of the box level with the final grade, and sloped to match the slope of the final grade on all four quadrants.
- All pullboxes in concrete area will be set with the top of the box flush with the final grade at all four quadrants.
- All pullboxes and covers will be a minimum of 36" from the back of the curb unless approved by the engineer.
- All boxes will have a minimum of 2' of pea rock below for drainage that extends 6" beyond the outside edge of the pullbox, and backfill around pullboxes will be a Class 3 gravel with 95% compaction.

3.5. CONDUIT

3.5.1. FURNISH AND INSTALL CONDUIT ALL SIZES

- Install the conduit in accordance with NEC or National Electrical Safety Code (NESC) requirements and the Design Standards. Consider the locations of conduit as shown in the Plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's approval for all major deviations in conduit locations from those shown in the Plans.
- All conduit will be installed at a depth between 24-34 inches below final grade.
- Nonmetallic conduit will be either polyvinyl chloride (heavy wall – PVC) or high-density polyethylene (HDPE) conduit, both as specified below. HDPE conduit will meet the requirements of UL 651, and either ASTM 2447 or ASTM 3035, suitable for direct burial applications. HDPE conduit will have a minimum wall thickness equivalent to Schedule 40 as defined by ASTM 2447 or DR 15.5 as defined by ASTM 3035. Will be ORANGE for fiber/communications, and RED for high/low voltage power circuits.
- Restore the conduit trench construction area to an acceptable condition. Such work includes repair or replacement of all pavement areas, sidewalks, driveways, curbs, structures, landscaping, grass areas (including removal of excavated materials and spoils), removal and disposal of drilling fluids, and backfilling areas disturbed by the conduit installation.
- All trenched or backhoed areas under sidewalks or roads will be backfilled with a Class 3 gravel to a 90% compaction.
- HDPE or PVC conduit will not be installed when either the conduit temperature or ambient temperature is below –10 F.
- ALL directional bored conduit will be HDPE innerduct.
- Conduit will be installed at the location shown on the plans. Conduit will be bored under existing pavement. Boring conduit will be considered incidental to the bid price for conduit and for which no additional compensation will be made. ALL bored conduits WILL be HDPE inner duct.
- All conduits will have bell ends installed on both ends of the conduit run. All conduits will extend into pull boxes a minimum of 2" and a maximum of 3" at a depth of 24". Install Excluder Rodent Guard in all conduits in the pull boxes and foundations.
- All conduits will have a red No. 12 Copper Clad trace including empty/spare. All runs will be grounded.

3.6. TRAFFIC SIGNAL CONDUCTORS/CONTROL CABLES/WIRE

3.6.1. MULTI-CONDUCTOR CONTROL CABLES IMSA 20-1

- All cables will be un-spliced from controller cabinet to signal standard.
- All cables will be installed in an approved conduit, NO direct buried allowed.
- Pulled through conductors will have sufficient slack to extend a minimum of 18 inches above the pull box opening.
- Additional cable in pullboxes will be coiled neatly; Contractor will correct any tangled cables.

- Any cables damaged during installation, will be removed completely, and replaced at Contractors expense.
- Additional cable quantities will be installed to provide for slack and the wiring of controllers, and signal heads (all slack will be left in the nearest pull box unless noted) as follows:
 - 10' at the controller
 - 20' at post-mounted and pedestal-mounted vehicular signal heads
 - 18' at post-mounted and pedestal-mounted pedestrian signal heads
 - 8' at each pedestrian push button
 - 18' at each flashing beacon sign support
 - 23' at each signal pole with mast arm plus the length of the mast arm, plus an additional 2' for plumbizers, and post mount(this is 2' from entrance into head) and an additional 5' for an Astro bracket mount
 - 5' at each foundation for each incoming and outgoing pedestrian and signal head control circuit
 - 2' inside each vehicle and pedestrian head section
 - 43' plus length of mastarm for Opticom and indicator light, contractor will pull out any excess of five feet from transformer base and store in the nearest pull box
 - 3' at each foundation for each incoming and outgoing circuit, which passes through the foundation with no connection being made
 - 10' at each pullbox

3.6.2. LOOP LEAD-IN CABLE IMSA 50-2

- All cables will be un-spliced from controller cabinet to pull box.
- All cables will be installed in an approved conduit, NO direct buried allowed.
- Any cables damaged during installation, will be removed completely, and replaced at Contractors expense.
- Pulled through conductors will have sufficient slack to extend a minimum of 18 inches above the pull box opening.
- Additional 10' of loop lead-in cable is required when spliced to the loop in the pull box.

3.6.3. IN GROUND LOOP WIRE IMSA 51-7

- All cables will be installed and spliced in accordance with Section 4200 Detail Drawing 5.10 and 5.11.
- Any cables damaged during installation, will be removed completely, and replaced at Contractors expense.
- Additional 10' of cable on each lead is required to splice to the loop in the pull box.

3.6.4. LOCATE/TRACE WIRE

- All trace wires will be clearly labeled, and remove a 1/2" of insulation at the end of each wire.
- All conduits will have a trace wire installed, including spare.
- All runs will be grounded.

- If needed, splice trace wire with an approved underground splice connector, splice must be done in pullbox.

3.6.5. CABLE LABELS

- The label tape will be affixed around the perimeter of cable with the tail at 90° to the cable. All lettering will be on the tail of the label and readable without moving the cables. See Section 4200 Detail Drawing 5.13.
- All labeling materials will be approved by the City before installing.
- Labels will be readable without moving the cables. All field cables installed by the Contractor will be labeled with the cable designations:

TYPE	LABEL	LABEL LOCATION
Fiber cable	Comm./intersection address of other end	Within 12" of conduit
Fiber Splice Case, Jumper(s) & box(s)	Fiber Jumper-Fiber #, fiber panel-Fiber #	<u>Section 4200 Detail Drawing 5.18</u>
Pedestrian push button	Phase/location (i.e. 02-NW, 02-SW, 02-S MED, etc.)	Within 6" of terminals
Loop lead-in	Detection zone (i.e. D2-1, D2-2, etc.)	Within 6" of terminals
Control cable	Cable number & location (i.e. Cable 1-NW, Cable 2-SW, etc.)	Within 12" of conduit
Opticom cable	Pre-empt number/location (i.e. P.E. 1-NW, P.E. 2-SW, etc.)	Within 6" of terminal
Camera power cable	Camera no./location (i.e. camera 1/NW)	Within 6" of terminal
CAT 6 cable	Camera no./location (i.e. camera 1/NW)	Within 6" of terminal
Transformer Base Cables	Head # & Cable # and label individual head wires, (i.e. phase 2R,2Y,2G, 2W, 2DW, OLA-R i.e. head# P1,P2,V1, V2,V10, V10A, Neutral+each head #)	<u>Section 4200 Detail Drawing 5.13</u>
Head Cabinet Controller Wires	Tie the RED-YELLOW-GREEN wires together with electrical tape for each cable head and label with the plan head number (i.e. Head #1, Head #2, P1, P2)	Within 6" of terminal

3.7. VEHICLE DETECTION

3.7.1. PREFORMED LOOPS

- All preformed loops will be installed accordance with Section 4200 Detail Drawing 5.10.
- Preformed loops will be installed on all new pavement replacements.

- Each loop will have its own conduit, installed a minimum of 4" below grade, and will be installed from the pull box to the same panel in which the loop is installed.
- All preformed loops will be installed on bolster chairs and secured down with (3) 7" stakes per section.
- All loop conduits WILL enter the pull box directly perpendicular from under the curb, NO running conduits parallel under curb or sidewalk.

3.7.2. SAWED VEHICLE LOOPS IN CONCRETE

- All sawed loops will be installed in accordance with Section 4200 Detail Drawing 5.11.
- All sawed loops will have 3 turns of approved IMSA 51-7 loop wire.
- Sawed loops will be shown on the plans and the Loop Detector Detail Sheet. The loop location will be marked on the pavement. The loop will be placed in the lane for which it was intended, perpendicular to the lane, and to the size shown in the Contract. The Engineer may move the loop location longitudinally to avoid joints, pavement cracks, manholes, and other obstructions.
- Loops installed on an existing roadway surface will have conduit installed from the pull box to the gutter or roadway edge as specified on Section 4200 Detail Drawing 5.11. The excavation from the saw slot at the gutter or roadway edge will be made by means of a punch or drill type tool, rather than by usual excavating methods. The visible portion of the gutter will not be cut for conduit installation. The conduit will be installed to directly receive the loop wire in line and not at an angle. The hole to receive the conduit will be at a depth below the roadway surface so there is a minimum of 2 inches of cover on top of the conduit when installed. Duct Seal will be inserted into the loop pipe to prevent any sealant from entering the pipe and the top 2 inches of the cover over the conduit hole will be sealed with the same sealant used to close the saw slot. The conduit and the pull box will be installed at the same time.
- Loop saw slot cut will be 2" in concrete.
- Pavement slot will be sawed with a self-propelled power saw equipped with a depth gauge and alignment guide. The pavement slot will be cut cleanly and well defined. The saw slot will be overlapped at all corners and right-angle corners will be cored as shown on the Standard Drawings. The saw slot may be made at any time before installation of the wire. Slots will be cleaned immediately after the cutting operation.
- Saw slots will be sealed with 3M Detector Loop Sealant 5000. Before sealing the saw slot, each saw slot will be thoroughly dried, cleaned of all dust, dirt, concrete scale, and other foreign matter. Sandblast all sealed areas, then blow out with a jet of compressed air to remove sandblaster material. The joint faces will be clean and dry when the joints are sealed. Joints will not be sealed when air temperature is above 100 degrees or below 40 degrees F.

- Failure of the saw slot material in either adhesion or cohesion in the first year after the final acceptance date will be cause for rejection and will be repaired at the Contractor's expense.
- Any interruption of the normal flow of traffic will be the minimum time necessary for installation of the road loop. Work will not begin until all material, equipment, and personnel are at the site. Type III Barricades, warning signs, arrow board, and flag persons will be placed to protect the workers and the traveling public.

3.7.3. SAWED VEHICLE LOOPS IN ASPHALT

- All sawed loops will be installed in accordance with Section 4200 Detail Drawing 5.11.
- All sawed loops will have 3 turns of approved IMSA 51-7 loop wire.
- Loop saw slot cut will be 3" deep in asphalt, if asphalt condition is not in good shape, engineer may change saw depth.
- Loops will be installed after the surface has been milled and prior to the first lift of new asphalt.
- Pavement slot will be sawed with a self-propelled power saw equipped with a depth gauge and alignment guide. The pavement slot will be cut cleanly and well defined. The saw slot cut will be overlapped at all corners and right-angle corners will be cored as shown on Section 4200 Detail Drawing 5.11. The saw slot may be made at any time before installation of the wire, but slots will be cleaned immediately after the cutting operation.
- Saw slots will be sealed with 3M Detector Loop Sealant 5000. Before sealing the saw slot, each saw slot will be thoroughly dried, cleaned of all dust, dirt, concrete scale, and other foreign matter. Sandblast all sealed areas, then blow out with a jet of compressed air to remove sandblaster material. The joint faces will be clean and dry when the joints are sealed. Joints will not be sealed when air temperature is above 100 degrees or below 40 degrees F.

3.7.4. TESTING DETECTION LOOPS

- Before installing the URASEAL loop splice kit, the loop will be checked for continuity, inductance, and insulation resistance. The test will be made in the Engineer's presence, and the necessary equipment needed to perform these tests will be furnished by the Contractor. The City reserves the right to retest, and these test results will govern the acceptance or rejection of the loop installation. Tests will be made as follows:
- Continuity test - each loop detector circuit will be tested for continuity at two locations:
 - Each individual loop detector at the pull box before splicing with the loop detector lead-in cable will have a value less than 0.5 ohms.
 - Loop detector and lead-in cable system at the traffic signal controller cabinet or detector cabinet after splicing in the pull box will have a value less than 5 ohms. The continuity test ohm reading at the traffic signal

controller cabinet or detector cabinet will be greater than the ohm reading measured at the loop detector at the pull box.

- Inductance- test each loop detector and lead-in cable system will have an inductance test measured at the traffic signal controller cabinet or detector cabinet. The inductance will be in the range of 50 to 700 microhenrys.
- Insulation Resistance- test insulation resistance by applying 500 volts DC at the traffic signal controller cabinet or at the detector cabinet between one loop detector lead-in conductor and the cabinet ground rod. The insulation resistance will have a value of 500 mega ohms or greater.
- A vehicle loop detector test will be performed and recorded before the initial inspection using a City provided form. This form will be used for rechecking the loops at the final inspection.
- The City will retest all loops at the Final Inspection.

3.7.5. *SPLICING DETECTION LOOPS*

- All splicing will be done in accordance with Section 4200 Detail Drawing 5.10 and 5.11.
- Loop lead-in conductors will be lightly sanded, cleaned with an approved electrical cable cleaner, and wiped clean with a clean towel. Wires **WILL BE SOLDERED**, then wire nut or crimp connected (levernuts are not allowed).
- Loop conductors in the splice kit will not be taped together. Splice will be installed in approved URASEAL splice kit, according to manufactures specifications. No part of the splice should be touching outside of kit.
- Loop lead-in and loop wires will have sufficient slack to extend a minimum of 6', and a maximum of 10' feet above the pull box opening and installed in the pullbox with the splice kit taped a length of 1" PVC such that the splice is secured in the upper 1/3 of pull box.

3.8. REMOVAL OF TRAFFIC SIGNAL EQUIPMENT

3.8.1. *REMOVE AND SALVAGE TRAFFIC SIGNAL EQUIPMENT*

- The item includes the removal and salvage of all equipment and wiring, and removal and disposal of all unused below ground conduit and foundations. All salvaged material will be documented on the "Salvaged Checklist Sheet" with a detailed description and item count, and delivered by the Contractor to a City storage facility, or disposed of, as directed by the Engineer. The Contractor will protect all salvage material. Materials that are damaged by the Contractor's removal process or mishandling will be replaced with new equipment at the Contractor's expense.
- Before removing existing equipment, arrangements will be made for the local utility company to disconnect the power source. When the meter is no longer needed, the local utility will remove it. The Contractor will disconnect all wiring to the equipment and completely remove the item from its foundation.
- The traffic signal heads, mounting brackets, and pedestrian buttons and signs will be removed from the standards, and the signal heads will be removed from the mounting brackets.

- Removal and disposal of traffic control cabinet concrete foundation will be disposed properly at Contractors expense.

3.8.2. REMOVE AND SALVAGE SIGNAL STANDARD

- All signal standards removed from the project will become property of the City of Fargo, unless noted in plans, or directed by engineer. Signal standards and mast arms will be delivered to the City of Fargo Pole Lot for storage, or taken to Fargo Iron and Metal for metal scrap salvage. Proceed check written to "City of Fargo Street Lighting" for the amount issued for the signal standard scrap metal.
- The Engineer in the field will determined if the removed signal standard will be scrapped. All costs for removing and salvaging signal standards will be incidental to the price bid for remove and salvage signal equipment.

3.9. SUBSTANTIAL AND FINAL COMPLETION

3.9.1. SUBSTANTIAL

- The project will not be substantially complete until the signal system is fully functional. This includes the completions of all pay items, and fully functional fiber optic communication system.

3.9.2. FINAL

- The project will be Finally completed when all punch list items from the substantial inspection are completed, and all items installed on the project are completed as per specifications and functioning without issues.

3.10. INSPECTIONS/WARRANTY

3.10.1. INITIAL INSPECTION

- After the Contractor has completed the installation of the signal system(s) and any clean up items, the Contractor will complete the "Contractor's Pre-Initial Traffic Signal Inspection Check List" provided by the City. The Contractor will inspect each item on the checklist. The Contractor's personnel that actually did the inspection will initial each item showing that it has been completed. The completed checklist will be forwarded to the Engineer/Project Manager, along with the request for an initial inspection on the form provided by the City. The Engineer/Project Manager will set a date and time for the initial inspection.
- The Engineer or Inspector may stop the initial inspection if items on the checklist are not completed, and require the Contractor to resubmit their request for an initial inspection after completing the required items on the "Contractor's Pre-Initial Traffic Signal Inspection Checklist".
- At the time of inspection, the Contractor is required to open and close all pull boxes, open and close all signal standard doors, remove and hold wiring to allow for inspection. Contractor will be present within 10' of each item being inspected, to ensure clarity on what needs to be corrected.

- Any items requiring additional work after the initial inspection will be noted by the City on the checklist. The Contractor will complete work on all items prior to requesting a final inspection.
- Inspections will not be performed between November 1st and April 1st. Inspections will not be done if there is rain, snow, if wind greater than 20mph, or if the temperature is less than 45° F or to the Engineers discretion.

3.10.2. FINAL INSPECTION

- A final inspection can be scheduled a minimum of 30 days after the initial inspection date. The Contractor will submit, in writing to the Engineer, that all punch list items have been completed, and request a final inspection on the form provided by the City.
- The Engineer or Inspector may stop the final inspection if items from the initial inspection are not completed, and require the Contractor to resubmit their request for final inspection after completing the required work.
- The City of Fargo will perform one initial inspection, and one final inspection at no cost to the Contractor. If additional initial or final inspections need to be performed, the Prime Contractor will be assess a fee of \$250 for each time an additional initial or final inspection.
- The project will not be final until the City accepts the project and assigns a final acceptance date. The date of final acceptance will be 30 days without failure for the City to accept the system. If the system fails during the 30-day acceptance period, the 30 days will start over after the failure has been repaired and inspected by the City.
- The Contractor is responsible for all maintenance, and repair/replacement caused by accident, vandalism, or road/sidewalk maintenance of the signal system until the date of final acceptance, which includes being responsible for the system 24 hours a day, 365 days a year, until the project has qualified for final acceptance.

3.10.3. WARRANTY

- The Contractor will guarantee all materials, work and equipment for a period of at least one year from the date of final acceptance. Contractor is responsible for repairing/correcting any warranty issues within 72 hours, or within 2 hours, if the issue a public safety concern. If Contractor is not able to correct these issues in this time period, the City of Fargo has the right to hire another Contractor, and cost will be forwarded to the original Contractor.

PART 4: MEASUREMENT & PAYMENT

4.1. MEASUREMENT AND PAYMENT

The Payment for all items will be full compensation for all labor, material, fully functioning equipment and miscellaneous items necessary for constructing these items in place.

4.1.1. INNERDUCT/CONDUIT

- This cost will include furnishing and installing all items in accordance to Section 4200 2.9 and 3.7. Payment will be made for each size of innerduct/conduit, and measured by the linear foot (LF). The measurement for payment will be the length of innerduct/conduit installed from center of concrete foundation to center of concrete foundation, pull box or feed point. The method used to install innerduct/conduit (such as boring, jacking or trenching) will not be measured separately, but will be incidental to innerduct/conduit. Couplings/fittings used at concrete foundation, and the method of innerduct installation, will not be measured for payment but will be included in the price bid for conduit.

4.1.2. CONDUCTOR CABLE(S)/WIRE(S)

- This cost will include furnishing and installing all items in accordance to Section 4200 2.10 and 3.8. Payment made for ALL size/type of conductors, will be measured by the linear foot (LF). The measurement for payment will be the length of conductor installed from center of concrete foundation to center of concrete foundation, pull box, post, feed point or cable/wire endpoint. Additional quantities required will not be measured for payment, but will be included according to Section 3.8 Traffic Signal Conductors/Control Cable/Wire.

4.1.3. F&I SIGNAL FOUNDATIONS

- This cost will include furnishing and installing all items in accordance to Section 4200 5.1. The measurement for payment will be for each (EA) size of concrete foundation installed. Drilling of foundation hole or hand digging where required, concrete, column forms, anchor bolts, reinforcing rods, conduit, ground rod, and any miscellaneous items necessary for the concrete foundation will be incidental to the foundation, and will not be measured for payment.

4.1.4. F&I SIGNAL STANDARD/COMBO TYPE IV VARIOUS LENTH MAST ARM

- This cost will include furnishing and installing all items in accordance to Section 4200 2.4.1 and 3.2.1. The measurement for payment will be for each (EA) signal standard. Refer to Plans for information on size of signal standards and luminaire extension (if applicable). All costs for this item will include but not limited to; furnishing a new standard, unloading, storing, transporting, and installing.

4.1.5. INSTALL SIGNAL STANDARD/COMBO TYPE IV VARIOUS LENTH MAST ARM

- This cost will include furnishing and installing all items in accordance to Section 4200 3.2.1 and 5.3. The measurement for payment will be for each (EA) signal standard. Refer to Plans for information on size of City of Fargo supplied signal standards. All cost for the supplied signal standard will include but not limited to; loading, unloading, storing, transporting, and installing.

4.1.6. F&I PED PUSH BUTTON & SIGN

- The measurement for payment will be for each (EA) button furnished and installed according to Section 4200 2.6 and 3.4.

4.1.7. F&I PED PUSH BUTTON POST

- The measurement for payment will be for each (EA) button furnished and installed according to Section 4200 2.6 and 3.4.

4.1.8. F&I PULL BOX

- The measurement for payment will be to furnish and install each (EA) pull box including a cover, according to Section 4200 2.8.1 and 3.6.1. Cost will include backfill and restoration of surrounding area to original conditions.

4.1.9. F&I DETECTION SAWED-IN LOOP

- The measurement for payment will be to furnish and install each (EA) sawed-in loop according to Section 2.13 and 3.11. Cost will include all splicing, testing, labeling, cleanup, and restoration of surrounding area to original conditions.

4.1.10. F&I DETECTION PREFORMED LOOP

- The measurement for payment will be to furnish and install each (EA) sawed-in loop according to Section 2.13 and 3.11. Cost will include all splicing, testing, labeling, cleanup, and restoration of surrounding area to original conditions.

4.1.11. F&I PED/VEHICLE HEAD VARIOUS SECTION MAST ARM/POST MOUNT

- The measurement for payment will be for each (EA) Ped/Vehicle head, Contractor will furnish materials according to Section 2.7 and installed according to Section 3.5. Cost will include all splicing, waterproofing, aiming, and adjusts at inspection(s).

4.2. F&I FURNISH AND INSTALL

4.2.1. THE MEASUREMENT FOR PAYMENT WILL BE TO FURNISH AND INSTALL EACH (EA)

- Sandblast Signal Standards
- Remove Traffic Signal Foundation
- Remove Street Light
- Relocate Street Light Standard
- Traffic Signal Standards
- Install Pedestrian Push Button & Sign
- Relocate Pedestrian Post & Button
- Pedestrian Push Button Post
- Install LED Vehicle Section
- Install LED Pedestrian Section
- Pedestrian Head
- Vehicle Heads
- Relocate Signal Head
- Remove Pull Box

- Install PVC Pull Box
- Traffic Signal Detector Loop
- Replace Traffic Signal Detector Loop
- Install Preformed Loop
- Furnish & Install Luminaire Extension
- Revise Controller and Cabinet

4.2.2. THE MEASUREMENT FOR PAYMENT WILL BE TO FURNISH AND INSTALL LUMP SUM (LS)

- Traffic Signal System
- Modify Traffic Signal System
- Remove & Salvage Traffic Signal Equipment
- Modify Existing Traffic Controller Cabinet

**SECTION 4400
STREET LIGHTING**

Delete all of Section 4400 and Replace with the following:

PART 1: DESCRIPTION OF WORK

The work to be done under this section of the Specifications will consist of furnishing and installing a complete and operational street lighting system.

PART 2: MATERIALS

2.1. GENERAL

The Contractor will furnish the specified material unless substitute materials are approved in writing by the Engineer. All materials will be furnished and installed new unless otherwise specified in the Special Instructions for Bidders or Plans.

2.2. CONDUIT

2.2.1. CONDUIT

Conduit will be red 1.5" high-density polyethylene (HDPE) innerduct unless otherwise shown on plans. Polyvinyl chloride (heavy wall – PVC) will be allowed in certain situations with written approval from the project Engineer.

2.2.1.1. HDPE.

HDPE innerduct will meet the requirements of UL 651 and either ASTM 2447 or ASTM 3035 suitable for direct burial applications. HDPE innerduct will have a minimum wall thickness equivalent to Schedule 40 as defined by ASTM 2447 or DR 15.5 as defined by ASTM 3035. HDPE innerduct will not be installed when either the innerduct temperature or ambient temperature is below –10° F.

2.2.1.2. PVC.

PVC conduit will meet the requirements of UL 651 suitable for direct burial applications and will have a minimum wall thickness equivalent to Schedule 40 as defined by ASTM 1785. Above ground PVC conduit will be schedule 80.

2.3. CONDUCTORS

2.3.1. UNDERGROUND CONDUCTORS

Underground circuit conductors will be stranded copper, Type "USE", conductors insulated for direct burial and rated 600 volts. Conductor sheath will be marked as to voltage, AWG, type (USE), and manufacturer. All conductors will be Triplex and continuously color coded (red, black and green). Conductors will be of the size shown on the plans.

2.3.2. STREET LIGHT STANDARD CONDUCTOR

The conductor required for the street light standards between distribution conductors and luminaire will consist of No. 12 AWG stranded copper, Type "USE", rated 600 volts and be color coded "Black/Red/Green". Provide ground conductor from the luminaire to the hand hole.

2.3.3. LOCATE/TRACE WIRE

The wire will be 600V rated #12AWG Copper Clad trace wire with HDPE insulation, and rated at a minimum 250 LB of breaking load. The wire will be RED when installed with electrical cables.

2.4. SPLICE CONNECTIONS

Splice connections in street light bases and feed points will be a Panduit PCSB4-___-12Y or Burndy BIBS4___, clear insulated aluminum multi-tap connector. Splice connections in pull boxes will be a Burndy direct burial UNITAP Connector, BIBS350_DB. All other conductor splice connections will be UL listed, with PowerGel sealant type connections meeting all codes for desired applications and be preapproved by the engineer before using.

Street Light fuses will be a type FNM 10 amp fuse with a Eaton Bussmann BAF-10, type HEB-AA or a Littlefuse BLF010, type LEB-AAK in line fuse holder. Heat shrink will be 3M ITCSN 0400 12-6 AWG 600 volt rated or approved equal.

Extending existing wire in existing, relocated or replaced street lights, Contractor will use Burndy YS8CA1 (#8 wire) or a Burndy YS6CA1 (#6 wire) and 3M ITCSN 0400 heat shrink.

2.5. PULL BOX

2.5.1. PULL BOX

All pull boxes will be 24" diameter by 48" deep, PVC that meets ASTM F679 standards. The casting will be either Neenah R-1733 in concrete areas, or EJ V1600-3 in non-concrete areas, or approved equal, and covers will be made from 3/8" diamond plated steel as per Section 4400 Detail Drawing 5.04, and have "Electric" on it. All PVC pull boxes installed in concrete areas will have a bell end installed on the bottom to prevent frost heaving.

2.6. FEED POINT

Pedestal type feed point will be concrete pad mounted (see plans for size of cabinet and number of circuits). The pedestal cabinet will have a NEMA 3R rating. The cabinet will be constructed of 16 gauge #304 stainless steel, stainless steel hardware and a padlockable stainless steel handle with 3-point latch operation, continuous hinged deadfront, 2" drip shield, gasketed lexan photocell window on side and back of pedestal cabinet. All circuit breakers will be rated 22,000 AIC. The pedestal cabinet will also include a factory installed interior mounted meter trim which meets the size requirements of the local utility company and a viewport window with gasketed lexan located on the front door of pedestal cabinet. Meter will be provided by the local utility company. All outside seams will be completely welded with no open gaps.

All photo eye lighting controls will be manufactured by Tyco Electronics, model SST-PV-IES with a 20 to 40 second on and off delay or approved equal.

Prefabricated feed point enclosure to be assembled by States Electric, UL 508 listed, service entrance rated, or approved equal.

2.7. STREET LIGHTING STANDARDS

Refer to plans for Special Instructions for information on size and type of standards.

2.7.1 Mouse Proofing

H-base and T-base standards require mouse proofing with Xcluder Pole Gasket 2800g item #162728 or approved Halek Solutions rodent intrusion guard.

2.7.2 Grounding

Grounding rod will be 10' x 1/2" and pole grounding lugs will be copper, and the wire to connect the lugs will be #6 bare copper.

2.7.3 Mounting arms for straight non-Davit Poles

Mounting arms will be steel galvanized or galvanized and painted black. All mounting arms will have a minimum of 4 galvanized or stainless steel set screw bolts and will have an indent stopper just below the arm to prevent the arm from falling down the tenon and pinching the wire.

2.7.4 Wire Strain Relief

UV Black Pure Nylon Heavy Duty Cable Ties with a temperature rating of -40 to 185 degrees Fahrenheit, plenum rated with a strength rating of 120lbs.

2.8. STREET LIGHTING LUMINAIRES

Refer to plans or Special Instructions for information on size and type of luminaires.

2.8.1 Lamps

All lamps will be a LED corn cob lamp as specified in the plans. Contractor will supply and install all lamps with an Eaton Crouse-Hinds weatherproof lamp holder gasket, model TP7170.

2.8.2 Mogul Lamp Socket

All mogul lamp sockets will be an Ex-39 Leviton 8756-J mogul socket with Satco Paper Insulator model 80-2215

2.8.2 Luminaires

Refer to the plans for the brand and model of luminaires.

PART 3: CONSTRUCTION

3.1. GENERAL

3.1.1. GENERAL

All work and material will meet the National Electric Code, the North Dakota State Electrical Board, the local utility company, and the ordinances established by the City of Fargo.

3.1.2. SHOP DRAWINGS

The Contractor will provide an electronic PDF file of shop drawings. The Contractor will submit shop drawings on the following listed items for approval:

1. Conductors, underground and inside pole.
2. Pull Boxes
3. Feed Point: cabinet, relays, switches, panels and photo cells.
4. Street Light Standards, including all necessary calculations and drawings used in designing these poles.
5. Street Light Luminaires and bulbs
6. Splice materials
7. Items requested by Engineer

3.1.3. OVERHEAD LINES CLEARANCE.

The Contractor is responsible for verifying and following the minimum horizontal and vertical clearance between street light standards/luminaires and power lines, before any concrete bases are installed near power lines.

3.2. CONSTRUCTION REQUIREMENTS

3.2.1. CONCRETE BASE

See plans for detail of Concrete Base size requirements and construction requirements. It will be the Contractor's responsibility to verify shop drawing information, provided by the manufacturer of the street light standards, for anchor bolt size, bolt circle diameter and anchor bolt projections.

Column forms will be used for the top 12" of base tops. Square top forms will not be allowed. Verify anchor bolt projection requirements. Conduit with bell end will have a

maximum height of 2" above concrete base surface and the ground rod will be a maximum of 1-1/2" above conduit with bell end. Finish of the base top will be level without any irregularities or depressions in the concrete. Grinding of base top or filling of depressions will not be allowed and any base not meeting these requirements will be removed and replaced at the Contractors expense. Column forms will be removed as part of clean up before landscaping. **Bases will have a minimum seven day cure time before any standards will be installed.** Excess dirt from the drilling of base hole will be removed from the project site daily. Street light base will have the anchor bolts, ground rod and conduits installed before concrete is poured. Concrete will be vibrated around anchor bolts and base. Within 3 days of street light bases being poured, the Contractor will install well pipe covers to protect the street light base and conduits. The well pipe cover will remain in place until the street light standard is installed. Any bases that have live conductors going in and out of the base will have 37" traffic drum installed and secured to the base to protect the live wires and be marked with red electrical caution tape. See Section 4400 Detail Drawing 5.02.

Concrete will be in accordance with Section 2100 of specifications.

Any base damaged will be replaced at the Contractor's expense.

3.2.2. CONDUIT

Innerduct will be installed at the location shown on the plans and will be connected to stubbed out 1.5" conduit at all concrete base and feed point locations. Installation of innerduct will be at a depth of 24 to 32" below finished grade. The innerduct will be placed in line with bases. Innerduct will be bored under existing pavement (jacking will only be allowed under existing sidewalks and multi use paths) and in areas of mature trees, established sod and all others locations shown on plans. All innerduct/conduits entering a pull box will extend between 2-3" into the box. Any trench under sidewalks need to backfilled with class 5.

All innerduct/conduit will have bell ends installed on both ends of the innerduct/conduit run. All innerduct/conduit containing conductor/cables will be sealed with duct seal at the feed point cabinets and with Xcluder at pull boxes and street light standard bases. All spare conduits will be plugged with an expanding rubber pipe plug at the feed point cabinet, pull boxes, and street light standard bases and the plug will be labeled with the direction the conduit is stubbed out.

3.2.3. CONDUCTORS

Distribution circuits will be routed as shown on plans. Any deviation in routing of circuits must be approved by the project Engineer.

Luminaire or outlet circuits are to be fused in the base of each lighting standard. Heat shrink fuse holders for a distance of 4" on each side of the fuse holder. Fuse holders to be complete with proper fuse to protect the luminaire. If required for an outlet circuit the neutral conductor will be solidly connected and unfused throughout the system. Each luminaire will require its own set of conductors and fuse holders.

Contractor will install a wire strain relief for the luminaire conductors by drilling a ½" hole on the bottom part of the tenon, exactly ½" away from the end of the tenon and use a wire tie to secure the three luminaire conductors that run down the pole to the base.

Ground conductors will be bonded to standards by a copper ground lug and to the following by approved grounding methods per national electrical code, ground rod at standard base, feed point enclosure, feed point panels, relay cabinets and ground rods. A continuous #6 solid bare conductor will be installed from the splice connector to the ground rod and then to the ground lug on standard.

3.2.4. ADDITIONAL CONDUCTOR LENGTHS AND SPLICING

3.2.4.1. *Splices and conductors in street light standard.* Splices and fuse holders will have sufficient slack to separately extend 24" outside of the street light standard hand hole, meaning the fuse holder will be able to extend 24" outside of the standard hand hole while the splice is still stored in the shaft of the standard. Splices and fuse holders will NOT be spooled in bottom of the street light standard, they will be stored pointing up into the shaft of the standard. Contractor will use the correct multi-tap connector that meets the NEC allowing only one wire under each lug. Strip wires according to manufacturer's specifications before inserting them into the connector and wrap the conductors together with electrical tape approximately 8" below the connector. All connectors will be torqued according to the manufacturer's specifications using an approved torque tool. Torque specification is 50inch LBS for #4-8 wire and 45inch LBS for #10-14 wire, for the connectors inside the street light. When finished torqueing the connector, the Contractor will re-install the protective dust caps and then wrap the caps with electrical tape three times, only wrapping the cap area and not the bottom half of the connector so the terminations can be clearly seen. If any existing conductors need to be extended the Contractor will extend the wire use a Burndy YS8CA1 (#8 wire) or a Burndy YS6CA1 (#6 wire) use the same existing gauge wire and install 3" of heat shrink on both sides of the splice. See Section 4400 Detail Drawing 5.03.

3.2.4.2. *Splices and conductors in pull box.* Splices will extend a minimum of four feet above finished grade. Splices in pull boxes will have the splice connection secured to a length of 1" PVC with electrical tape such that the splice is secured in the upper 1/3 of the pull box. If any existing conductors need to be extended the Contractor will extend the wire with the same existing gauge wire and install 3" of heat shrink on both sides of the splice. All connectors will be torqued according to the manufacturer's specifications using an approved torque tool. Torque specification is 125-150 inch LBS for #12-6 wire and 180-240 inch LBS for #4-3/0 wire, for the connectors inside the pull box.

3.2.4.3. *Feed Point.* Spool up an additional 36-42 inches for each circuit feeder conductor into bottom of feed point cabinet. If any existing conductors need to be extended the Contractor will extend the wire with the same existing gauge wire and install 3" of heat shrink on both sides of the splice. All wire in the feed point will have a wire Ferrule installed on the end of the stripped wire before it is terminated onto the contactor.

3.2.5. *PULL BOX*

All pull boxes will be installed accordance with Section 4400 Detail Drawing 5.04. All pull boxes in landscaped areas, will have the top of the box level with the final grade, and sloped to match the slope of the final grade on all four quadrants. All pull boxes in concrete area will be set with the top of the box flush with the final grade at all four quadrants. All pull boxes and covers will be a minimum of 24" from the back of the curb unless approved by the engineer. All boxes will have a minimum of 2' of pea rock below for drainage, and backfill around pull boxes will be a Class 3 gravel with 95% compaction.

3.2.6. *FEED POINT*

All street light feed points will be pad mounted. See Section 4400 Detail Drawing 5.01 for details of concrete pad, cabinet size and feed point wiring schematic with number of circuits. Padlock will be obtained from the City of Fargo Engineering Department.

A rubber gasket will be installed between the feed point and foundation, and bead of Sikaflex 15LM construction sealant will be placed continuously around the outside of the cabinet at the seam between the cabinet and the foundation. All other exposed outer cabinet seams will be sealed with a bead of Sikaflex 15LM construction sealant.

Feed points will require two ground rods that are spaced 6' to 7' apart.

All exposed conduit will be 2" schedule 80 PVC with a galvanized steel conduit guard. Concrete pad, riser (if needed) and other miscellaneous items needed to make feed point operational will be incidental. Verify connection requirements with the local utility company. The Contractor must contact the project Engineer and local utility company to verify specific location and elevation of feed point. The Contractor will also communicate with the utility company specific connection requirements. The meter will be furnished and installed by the utility company.

Exposed conduit on pole mounted feed points or on feeder runs from the electrical company to the feed point will be installed according to Section 4400 Detail Drawing 5.05 and as following:

- i. 2" SCH80 PVC, minimum 10' sticks installed with factory coupling pointed down, no other couplings are allowed. Conduit needs to be strapped according to NEC.
- ii. PVC weather head entrance.
- iii. 5' steel galvanized conduit guard, 6" below ground, and 4'6" above ground.
- iv. All straps, conduit guard, feed points, disconnects, and other necessary materials will use galvanized 3" long fully threaded 1/4" lag screw for mounting/securing.
- v. Riser will not face toward sidewalks or streets and will be on the backside of traffic flow direction or as otherwise directed by the project Engineer.

3.2.7. *STREET LIGHT STANDARDS*

Refer to Plans for information on size and type of standards. The Contractor will take delivery of standards from the manufacturer and will be responsible for the storage and transportation of standards. The packing material will be removed from standards when stored outside and as per manufacturer's requirements to prevent damage to the standard's finish. Anti-seize will be applied on all anchor bolts and nuts, and on all other fasteners attached to the street light standard and mounting arm. Standards will be installed level and be grounded. Mouse proofing will be installed according to the manufacturer's instructions and recommendations.

Any damage to the standards will be the Contractor's responsibility to repair or replace as directed by the Engineer.

3.2.8. STREET LIGHT LUMINAIRES

Refer to Plans for information on type of luminaires. The Contractor will take delivery of luminaires from the manufacturer and will be responsible for the storage and transportation of luminaires. All luminaires will be grounded with a ground wire from the fixture to base/pole ground connector. Anti-seize will be applied to all mounting bolts, fasteners and latches on all luminaires.

Any damage to the luminaires will be the Contractor's responsibility to repair or replace as directed by the Engineer.

3.2.9. INSTALL STANDARDS AND LUMINAIRES

Refer to Plans for information on size and type of standards and luminaires. The Contractor will take delivery of standards and luminaires from the manufacturer or the City of Fargo and will be responsible for the storage, transportation, installation of standards and luminaires, all wiring within standards and lamps. If the standards and luminaires are supplied by the City of Fargo for installation, the Contractor will assume the standard one year warranty typically associated with Contractor provided materials.

3.2.10. REMOVE LIGHT STANDARD

The Contractor will remove standard and luminaire and deliver to the City of Fargo Street Lighting Department located at 4630 15th Avenue North or to an alternate site as directed by the project Engineer. Any standard/luminaire damaged during the removal, storage or transporting will be replaced at the Contractors expense.

3.2.11. REMOVE BASE

The Contractor will remove the concrete base as shown on the plans or as directed by the project Engineer. The Contractor will backfill with at least 6" of topsoil and properly compact the location of the removed base and any adjacent disturbed area and then seed the disturbed area.

3.2.12. REMOVE FEED POINT

The Contractor will be responsible for removal of feed point, concrete foundation, conduit, conductor, installation and grading of at least 6" of topsoil, seeding, backfilling and

compaction in the disturbed area. The removed feed point will be delivered to The City of Fargo Street Lighting Department located at 4630 15th Avenue North.

3.2.13. SALVAGE OF MATERIAL

All existing screw-in-bases, standards, luminaires, feed points, conductor and pull boxes designated for removal will remain the property of the City of Fargo unless otherwise noted on the plans or directed by the project Engineer. Salvaged screw-in-bases will have any dirt or other material removed from inside and outside of the bases tube. If material is deemed unsalvageable, it is the Contractors responsibility to dispose of properly. No materials will be allowed to be buried on project site. It will be the Contractors responsibility to deliver salvaged materials to the City of Fargo Street Lighting Department located at 4630 15th Ave. N., or at an alternate site within the city limits as directed by the project Engineer. All salvaged materials will be returned to the City of Fargo and the Contractor will fill out a City of Fargo Street Light Salvage sheet and sign with the returned materials.

3.2.14. STREET LIGHTING INITIAL AND FINAL INSPECTION AND SUBSTANTIAL COMPLETION

The project will not be classified as substantially complete until the street lighting system is functional, including the completions of all pay items.

After the Contractor has completed the installation of the street lighting system and any clean up items, he will complete the "Contractor's Street Lighting Check List", provided by the City. Each item on the checklist will be inspected and initialed by the Contractor's personnel performing this inspection, noting that all deficiencies have been corrected. The Contractor will forward the completed check list to the project Engineer along with the request for an initial inspection. The Engineer will set a date and time for the inspection. The Contractor will be present at this inspection and is required to open and close all pull boxes, street light standard hand holes and remove and hold wiring to allow for inspection of splices, fuse holders and anchor bolt nut tightness.

All items requiring additional work after the initial inspection will be noted by the City on the checklist. After the Contractor has completed any deficiencies, the Contractor will request for final inspection. The project will not be classified as final until the City accepts the project and assigns a final acceptance date. The Contractor is responsible for all maintenance of the street lighting system until the date of final acceptance.

Initial and final inspections will not be performed between November 1st and April 1st. Inspections will not be done if there is rain or snow or wind greater than 15mph or if the temperature is less than 50° F.

The City of Fargo will perform one final inspection at no cost to the Contractor. The Contractor will be assessed a fee of \$500 for each additional final inspection performed by the City.

PART 4: GUARANTEE, MEASUREMENT & PAYMENT

4.1. GUARANTEE

The guarantee will be per the contract with the following additions. All manufacturer warranties and guarantees with respect to materials, parts, workmanship, or performance which the products covered by the proposal will be secured and included with the shop drawing submittal. All LED fixtures supplied will have a 10 year manufacturer warranty. All LED corn cob bulbs will have a 5 year manufacturer warranty. Warranties will be noted on the shop drawings before they are approved.

4.2. MEASUREMENT AND PAYMENT

Payment for all items will be full compensation for all labor, material, equipment and miscellaneous items necessary for constructing these items in place.

4.2.1 CONCRETE BASE

The measurement for payment will be for each (EA) size of concrete base installed. Drilling of base hole or hand digging where required, concrete, column forms, anchor bolts, reinforcing rods, conduit, ground rod, and any miscellaneous items necessary for the concrete base will be incidental to the item and will not be measured for payment.

4.2.2. INNERDUCT/CONDUIT

Payment will be made for each size of innerduct/conduit and measured by the linear foot (LF). The measurement for payment will be the length of innerduct/conduit installed from center of concrete base to center of concrete base, pull box or feed point. The method used to install innerduct/conduit (such as boring, jacking or trenching) will not be measured but will be incidental to innerduct/conduit. Couplings/fittings used at concrete bases, and the method of innerduct installation, will not be measured for payment but will be included in the price bid for conduit.

4.2.3. CONDUCTOR

Payment will be made for each size of conductor and measured by the linear foot (LF). The measurement for payment will be the length of conductor installed from center of concrete base to center of concrete base, pull box or feed point. Additional quantities required as detailed in Part 2 and Part 3 of this Section will not be measured for payment but will be incidental.

4.2.4. PULL BOX

The measurement for payment will be for each (EA) type of pull box installed. Pull box, all gel type connectors if splice is required, backfill and restoration of surrounding area to original conditions will be incidental.

4.2.5. FEED POINT

Measurement and payment will be made for each (EA) feed point installed and operational. Cabinet, concrete foundation and pad, conduit, meter trim, riser with weather head (if needed), ground rods, conductor and conduit between feed point and transformer (for Xcel Energy areas, sized as per Xcel Energy requirements) and other miscellaneous items needed to have a complete and operational feed point will be incidental to item. Additional conductor lengths at splices and feed points will not be

measured for payment but will be incidental. The Contractor is responsible for all coordination and costs involved with getting power to the feed point and setting up the meter service. This will be incidental to the price bid for "Feed Point".

4.2.6. STREET LIGHT STANDARD

The measurement for payment will be for each (EA) type of street light standard supplied for installation, or to be supplied to the City of Fargo for maintenance stock. See plans for type of standard required. The cost bid for this item will include providing unloading, storage and transportation to project site and to the City of Fargo Street Lighting Department.

4.2.7. STREET LIGHT LUMINAIRE

The measurement for payment will be for each (EA) type of street light luminaire supplied for installation, or to be supplied to the City of Fargo for maintenance stock. See plans for type of luminaire required. Cost of lamp will be incidental to price bid for luminaire. The cost bid for this item will include providing unloading, storage and transportation to project site and to the City of Fargo Street Lighting Department.

4.2.8. INSTALL STANDARD AND LUMINAIRE

The measurement for payment will be for each (EA) street light standard and luminaire installed as a complete and operational unit. Incidental to this cost will be all storage, transportation, all wiring and connections within standards, the standard one year warranty typically associated with Contractor provided materials on City of Fargo supplied standards and luminaires. Cost for street light standard conductor, fuse holders and fuses will not be measured for payment and will be incidental to the price bid to install standards and luminaire. Cost to install standards with twin mast arms and luminaires will be incidental to the price bid.

4.2.9. REMOVE LIGHT STANDARD

The measurement for payment will be for each (EA) street light standard removed. The removal and transporting of standards and luminaires will be incidental to the price bid.

4.2.10. REMOVE BASE

The measurement for payment will be for each (EA) concrete base removed. The removal of foundation/base, back filling and compaction, transporting and disposal of base will be incidental to the price bid. The removal of foundation/base, back filling and compaction, transporting and disposal of bases will be incidental to the price bid.

4.2.11. REMOVE FEED POINT

The measurement for payment will be for each (EA) feed point removed. The removal, backfilling and compaction, transportation and disposal of feed point and foundation will be incidental to the price bid. The removal, installation and grading of at least 6" of topsoil, seeding, backfilling and compaction, transportation and disposal of feed point and foundation will be incidental to the price bid.

4.2.12. REMOVAL AND/OR SALVAGE OF MATERIALS

Unless specifically called out as a bid item, all costs associated with the removal or salvage of materials, including proper disposal of removed materials and/or delivery of salvaged materials, will be incidental to the project.

Where a bid item exists for removal and the item is deemed to be salvaged per Section 3 "SALVAGE OF MATERIAL" above, the contract unit price for the removal item will include all costs to salvage and deliver the material as specified.

4.2.13. OTHER COSTS

All other costs for work necessary to properly complete the work specified herein will not be bid items; the costs will be charged to other items unless a bid item is specifically included on the bid sheet.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

TEMPORARY PEDESTRIAN FACILITIES

PROJECT 8-984(181) – PCN 24237

DESCRIPTION

This work consists of constructing temporary pedestrian facilities for use while permanent facilities are impacted by the project work.

MATERIALS

A. Pedestrian Channelization.

Provide pedestrian channelization that meets the following requirements:

- Interlocked with a 1" maximum gap between devices;
- Upper rail with a smooth continuous guide handrail positioned 32 to 38 inches above the walkway;
- A smooth lower edge on the pedestrian side of the wall to allow sight impaired cane tapping positioned based on the following requirements:
 - The bottom edge is less than 2 inches above the walkway; and
 - The top edge a minimum of 8 inches above the walkway
- Openings in the bottom of the wall to allow for water passage;
- Support legs that do not impede the clear walkway;
- In compliance with NCHRP Report 350 or MASH Test Level 3 (TL3);
- Channelization portions are orange or white, or a combination of orange and white, in color.

B. Temporary Pedestrian Surfacing.

Compacted aggregate is not an acceptable surface.

CONSTRUCTION REQUIREMENTS

A. General.

Provide surfaces for temporary pedestrian facilities with the following characteristics:

- Stable;
- Firm;
- Weather resistant; and
- Non-slip.

B. Pedestrian Walkway.

1. General

Pedestrian walkways consist of two components; pedestrian channelization and temporary pedestrian surfacing.

Move and reset the pedestrian walkway as needed for multiple phases of construction.

2. Pedestrian Channelization.

Install pedestrian channelization as follows:

- Place pedestrian channelization to delineate a clear, temporary pedestrian walkway directing pedestrians through the work area;
- Provide a minimum, continuous, clear width of 48 inches;
- Where the clear width of a temporary pedestrian walkway is less than 60 inches, provide passing spaces at maximum intervals of 200 feet that have minimum dimension of 60 × 60 inches.

3. Temporary Pedestrian Surfacing.

Place temporary surfacing to match the widths detailed in Section 2, "Pedestrian Channelization" in the Construction Requirements portion of this special provision.

Place temporary surfacing with a maximum cross slope of 2 percent and maximum running slope of 5 percent. Construct and maintain the surface with no vertical discontinuities greater than 0.25 inches, and free of barriers to wheelchair use.

C. Temporary Curb Ramp.

Construct curb ramps with a clear width of 48 inches. Construct ramps with a slope of 12:1 or flatter. Maintain a clear turning platform above and below the ramp of at least 48 × 48 inches.

Maintain a maximum curb ramp and turning platform cross-slope of 50:1 (2%) on parallel curb ramps.

Maintain 0.5-inch maximum width lateral joints or gaps between surfaces and maximum 0.5-inch surface height changes.

Maintain water flow in the gutter system.

METHOD OF MEASUREMENT

A. Pedestrian Walkway.

The Engineer will measure "Pedestrian Walkway" along the centerline of the walkway and make 90 degree turns when measuring around corners. If multiple phases of construction cause the walkway to be moved or reset, the Engineer will pay for the greatest length of walkway used at one time.

B. Temporary Curb Ramp.

The Engineer will measure "Temporary Curb Ramp" based on each curb ramp installed and will pay for the maximum number of curb ramps in place at one time.

BASIS OF PAYMENT

The contract item "Temporary Curb Ramp" includes both parallel and perpendicular curb ramps.

Pay Item	Pay Unit
Pedestrian Walkway	Linear Foot
Temporary Curb Ramp	Each

Include all costs to furnish, install, maintain, relocate, replace, and remove pedestrian channelization and temporary pedestrian surfacing in the contract unit price for "Pedestrian Walkway."

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

CIVIL RIGHTS LAWS

Because of the extraordinary reach of the civil rights laws, all assistance recipients must comply with these “super crosscutters.” Pursuant to EPA’s regulations on “Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency,” the SRF agency must agree, and require all assistance recipients to agree, not to discriminate on the basis of race, color, national origin or sex. 40 C.F.R. Part 7.

Recipients of federal assistance are required to collect and maintain information to show compliance with the laws. This information includes a list of discrimination complaints, reports of any compliance reviews conducted by other agencies, descriptions of any pending discrimination-based lawsuits, and data on the racial, ethnic, national origin, sex, and handicap characteristics of populations served. If there is “reason to believe” that discrimination may be occurring based on this review, the matter will be referred to the EPA Regional Director of Civil Rights for appropriate action.

The following four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age, in programs or activities receiving federal financial assistance. If, for example, a municipality receives SRF assistance to build a wastewater treatment plant, it may not decline to provide service from that plant to a particular neighborhood because of its racial composition. As the preface to this section noted, Title VI, the Rehabilitation Act, and the Age Discrimination Act were amended in 1988 to clarify that their anti-discrimination provisions apply to the entire operations of an assistance recipient, not just to the specific program, project, or activity that is the objective of the assistance. The reach of these statutes and Section 13, which contains language instructing EPA to treat its sex discrimination provisions in a manner similar to the Civil Rights Act, extends beyond that of other cross-cutting authorities.

The following excerpts from the four laws demonstrate their prohibition of various forms of discrimination that are prohibited in federally assisted programs and activities:

Title VI of the Civil Rights Act of 1964

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (CWSRF only)

No person in the United States shall, on the ground of sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance under... the federal Water Pollution Control Act...

Section 504 of the Rehabilitation Act of 1973

(n)o otherwise qualified individual with a disability in the United States . . . shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance...

Age Discrimination Act of 1975

(n)o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS

In the event of an archaeological find during any phase of construction, the following procedure will be followed:

- (1) Construction shall be halted, with as little disruption to the archaeological site as possible.
- (2) The Contractor shall notify the Owner who shall contact local law enforcement. Local law enforcement shall provide notification to the State Historical Preservation Officer in accordance with North Dakota Administrative Code (NDAC) 40-02-03-03.
- (3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
- (4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an archaeological find.

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment.

BONDING REQUIREMENTS

Bonding requirements must meet the minimums established in 2 CFR 200:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A. AUTHORITY

- (1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
- (2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s) , including but not limited to the latest amendment of the following:
 - a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
 - b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. SAFETY AND HEALTH PROGRAM REQUIREMENTS

- (1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.
- (2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.
- (3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.
- (4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.
- (5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

The Contractor acknowledges that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

One of the following certification forms should be used as documentation of compliance with the AIS requirements.

Sample Certification for AIS

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Sample Step Certification for AIS

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx
3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

LEAD SERVICE LINE REPLACEMENT (DWSRF)

The memo *Implementing Lead Service Line Replacement Projects Funded by the Drinking Water State Revolving Fund* dated May 1, 2024 and issued by the Environmental Project Agency outlines the following requirements that apply to lead service line replacements (LSLR) depending on the project type:

Stand-alone LSLR

Stand-alone LSLR projects refers to projects that are solely replacing lead service lines and are not conducting additional construction or activities that would disturb the service line, such as main replacement or meter replacement. All LSLRs conducted through a stand-alone LSLR project must replace the full lead service line (i.e., the customer-owned and system-owned portions) unless a portion has already been replaced or is concurrently being replaced with another funding source. The entire length of each property's lead service line must be replaced at the same time except where it is impractical due to access constraints or local requirements that prevent the same organization from completing the full LSLR at the same time. The time between starting and completing full LSLR should be as short as possible and should not exceed three months.

LSLR in Conjunction with Planned Infrastructure Projects

All DWSRF-funded projects involving LSLR implemented in conjunction with other planned infrastructure projects that affect the service line must plan to replace the full service line. Planned infrastructure work includes water infrastructure or capital improvement projects that do not solely replace lead service lines. Examples include, but are not limited to, water main replacement, meter replacement, and transportation-related construction projects. A partial LSLR may only be funded by the SRF where the water system shows all of the following: that the partial LSLR is done in conjunction with planned infrastructure work, that disturbance to the service line is unavoidable because of the planned infrastructure work, and that the water system has documented customer refusal showing it cannot gain access to that property to conduct a full LSLR following multiple attempts. Refusals may consist of any of the following: a refusal signed by the customer, documentation of a verbal statement refusing replacement, or documentation of no response after multiple attempts to reach the customer regarding full LSLR.

LSLR in Conjunction with Emergency Infrastructure Repair or Replacement

Emergency repair and replacement of drinking water transmission and distribution infrastructure can necessitate unexpected replacement of lead service lines. Under such circumstances, DWSRF-funded borrowers must offer to replace the full lead service line. However, the borrower may use DWSRF funding to pay for emergency partial LSLR if full replacement is not possible due to a documented customer refusal. Refusals may consist of any of the following: a refusal signed by the customer, documentation of a verbal statement refusing replacement, or documentation of no response after multiple attempts to reach the customer regarding full LSLR.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
CO-FUNDING REQUIREMENTS –
NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY
Project 8-984(181) - PCN 24237

DESCRIPTION

The work included in this contract contains funding from the North Dakota Department of Environmental Quality (NDDEQ). This funding requires additional contract provisions. How those provisions affect the work is described below and the provisions are included in this Special Provision.

CIVIL RIGHTS LAWS

Compliance with the NDDOT Civil Rights program satisfies the requirements of this provision.

DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORIC ITEMS

Compliance with NDDOT Standard Specification 107.06 "Discoveries" will meet the requirements of this provision. The NDDOT will notify the appropriate entities, including NDDEQ.

BONDING REQUIREMENTS

Submitting a bid bond as specified in NDDOT Standard Specification 102.09, "Proposal Guaranty" and a contract bond as specified in NDDOT Standard Specification 103.05, "Contract Bond" will fulfill the requirements of this provision.

WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This provision is included as required by the Environmental Protection Agency. The owner(s) of the project will have no enforcement liability for this provision, and it is entirely the contractor's responsibility for compliance.

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

All items within the project are subject to the requirements of NDDOT Standard Special Provision SSP 11, however in addition to those requirements the AIS Requirements and accompanying example forms are applicable to materials supplied under the "Co-Funded Sewer/Water" header in Section 8 of the project plans.

These requirements are functionally identical to the iron and steel requirements of NDDOT Standard Special Provision SSP 11. In addition to the applicable NDDOT Certificate of Compliance required for iron and steel materials, submit the appropriate completed form contained within this provision for items that fall under the named estimate of quantities header.

FULL LEAD SERVICE LINE REPLACEMENT

If lead services lines are encountered during construction of the project, notify the Engineer. Compliance with the lead service line replacement provision may result in contract revisions, as appropriate.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

FUEL COST ADJUSTMENT CLAUSE

DESCRIPTION

This special provision provides for contract price adjustments when changes to the cost of diesel fuel occur while completing the work. Participation in the fuel cost adjustment clause is voluntary, and notification is not required at the time the proposal is submitted.

ATTACHMENTS

SFN 58393 "Fuel Cost Adjustment Affidavit" is attached for informational purposes only.

CONTRACT REQUIREMENTS

A. Fuel Cost Adjustment Affidavit.

1. General.

The Department will include SFN 58393 "Fuel Cost Adjustment Affidavit" when submitting the Contract to the awarded Bidder. Return the completed Fuel Cost Adjustment Affidavit with the signed Contract as specified in Section 103.06, "Execution and Approval of the Contract". Return the affidavit regardless of the intent to enroll in the program.

Diesel fuel used in the operation of equipment and vehicles in the completion of contract work is the only fuel type eligible for participation in the fuel cost adjustment clause.

If the Contractor has contracted for diesel fuel or has a fixed price for diesel fuel planned for use in the completion of the work, the Contractor will be ineligible to participate in the fuel cost adjustment clause.

Identified costs must be reasonable and justifiable for the project. If the Engineer may request information and calculations used by participants to determine estimated diesel fuel costs. Failure to provide required information may result in the Engineer determining the Contractor is not eligible to participate in the fuel cost adjustment clause.

2. Contractor Does Not Participate.

If the prime Contractor does not participate, fuel cost adjustments will not be made for the prime contractor nor for any subcontractors.

3. Contractor Does Participate.

a. General.

The Engineer will determine compensation adjustments as described in Section B, "Fuel Cost Adjustment Calculations" of this special provision.

Once the form has been submitted, the quantity of fuel eligible for the adjustment clause cannot be adjusted.

b. Subcontractors.

If the prime Contractor chooses to participate in fuel cost adjustments include the estimated fuel costs for all subcontractors that also choose to participate.

If fuel cost adjustment payments are made, make payments to participating subcontractors in proportion to the percentage of work performed and the estimated fuel costs made by the participating subcontractors.

B. Fuel Cost Adjustment Calculations.

1. Definitions.

The following definitions apply when calculating the fuel cost adjustment:

Average Wholesale Price (AWP): The AWP for diesel fuel is the average daily rack price for a given month as reported by DTN Energy for Fargo, ND.

Base Fuel Index (BFI): The BFI for diesel fuel is the AWP for the full month preceding the bid opening.

Current Fuel Index (CFI): The CFI for diesel fuel is the AWP for diesel fuel from the full month preceding the month for which the adjustment is to be calculated.

Estimate: Monthly total of work performed based on progressive estimates issued in the month in which calculations are determined. This number excludes the following:

- Incentive/disincentive payments;
- Pay factor adjustments; and
- All work performed where the Department is able to assess Liquidated Damages.

Fuel Ratio (FR): The cost of diesel fuel included in the affidavit divided by the original contract amount. This number will remain constant for the duration of the contract, regardless of any changes made to the work. If this calculated ratio exceeds 10% of the original contract amount, the Engineer will cap the ratio at 10% and use that figure for the contract.

2. Cost Change Determination.

a. General

Each month the Engineer will determine the Cost Change (CC) for diesel fuel using the following calculation:

$$CC = CFI - BFI$$

When the CC is greater than $\pm\$0.10$, the Engineer will process a contract price adjustment for the price of diesel fuel for the portion of the cost change above \$0.10.

b. Cost Change is Positive.

When the Cost Change is greater a positive number, the Engineer will determine the Fuel Cost Adjustment (FCA) for the price of diesel fuel for the portion of the cost change, in excess of \$0.10, based on the following calculation:

$$FCA = FR \times \text{Estimate} \times (CC - \$0.10)$$

The Engineer will process this amount as a contract price adjustment in favor of the Contractor on the next progressive estimate.

c. Cost Change is Negative.

When the Cost Change is greater a positive number, the Engineer will determine the Fuel Cost Adjustment (FCA) for the price of diesel fuel for the portion of the cost change, in excess of \$0.10, based on the following calculation:

$$FCA = FR \times \text{Estimate} \times (CC + \$0.10)$$

The Engineer will process this amount as a contract price adjustment in favor of the Department on the next progressive estimate.

BASIS OF PAYMENT

The Engineer will utilize the following spec and code when processing contract price adjustments related to the fuel cost adjustment clause.

Spec	Code	Pay Item	Pay Unit
109	0100	Diesel Fuel Cost Adjustment	Lump Sum

FUEL COST ADJUSTMENT AFFIDAVIT

North Dakota Department of Transportation, Construction Services
SFN 58393 (7-2026)

SP Fuel Cost Adjustment Clause

Attachment A

PCN	Project Number
The Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Contractor shall return the affidavit on all Contracts with this Provision even if the Contractor elects not to participate.	
Does your company elect to participate in a fuel adjustment for this contract? (fixed price fuel is not eligible) ☐ Yes ☐ No	

If yes, provide the total estimated dollars for diesel:

Estimated Diesel Fuel Cost	Original Contract Amount	Estimated Diesel Fuel / Original Contract Amount
May not exceed 10% of the original contract amount.		

Under the penalty of law for perjury of falsification, the undersigned,	
Name	Title
Contractor	
hereby certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.	
Identified costs must be reasonable and justifiable for the project. The Engineer may request information and calculations used by participants to determine estimated diesel fuel costs. Failure to provide required information may result in the Engineer determining the Contractor is not eligible to participate in the fuel cost adjustment clause.	
Legal Signature (sign before a Notary Public or Authorized Officer)	Date

Acknowledgement	
State of	
County of	
Signed and sworn to (or affirmed) before me on this day _____ (month, day, year)	
Name of Notary Public or other Authorized Officer (Type or Print)	Affix Notary Stamp
Signature of Notary Public or other Authorized Officer	
Commission Expiration Date (if not listed on stamp)	

**CITY OF FARGO
FEDERAL AID CONTRACT**

This agreement made between the City of Fargo (hereinafter called City), and

(hereinafter called contractor), WITNESSETH:

1. That in consideration of the payments to be made by the NDDOT on behalf the City, the contractor agrees to provide all labor, equipment, and materials; to pay or cause to be paid, all claims for work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in the improvement and construction of City's

PROJECT NO. AND TYPE

Job No. _____

all in accordance and in conformity with this contract and bond, the project proposal, the standard specifications, supplemental specifications, special provisions, and the plans approved _____, all of which are incorporated as a part of this contract.

DATE

2. On behalf the City of Fargo, the NDDOT agrees to pay the contractor for the work, when completed and accepted in accordance with this contract, the price stated in the proposal, amounting to approximately _____

Dollars (\$_____).

Payments are to be made as per specifications upon presentation of the proper certification of the City Engineer, or his representative, and by the terms of this contract. NDDOT payment process is outlined in NDDOT Standard Specifications for Road and Bridge Construction.

3. The work shall be done pursuant to this contract and the laws of the State of North Dakota, and to the satisfaction of the City, subject at all times to the inspection and approval of the U.S. Department of Transportation, its agents and representatives and in accordance with the rules and regulations made pursuant to City, State, and federal law.
4. The decision of the City Engineer upon any question connected with the execution of this agreement or any failure or delay in the prosecution of the work by the contractor shall be final and conclusive.
5. The contractor, in employing and maintaining labor, shall do so in conformity with the City, State, and federal law and this contract.
6. The contractor shall begin work as required by this contract or when ordered by the City and shall maintain the maximum and efficient work force on the project necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have hereunder set their hands and seal this _____ day of _____, 20____.

CITY OF FARGO

MAYOR

WITNESS TO CONTRACTOR'S SIGNATURE

CONTRACTOR

By

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we,

(hereinafter called the principal),

(hereinafter called the surety), are held firmly bound unto

(hereinafter called the owner), in the sum of

\$ _____, for the payment whereof the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has, by means of a written agreement, dated _____, 20 _____, entered into a contract with the owner for

_____ Improvement District No. _____
in accordance with plans and specifications, a copy of which agreement is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the principal will well and faithfully perform the work bid for in accordance with the terms of and within the time provided for in the contract, and pursuant to the plans and specifications for such work on file in the office of the City Auditor; that they will pay for all labor and material used in such work including all demands of subcontractors; that the principal will pay or cause to be paid all sales and use taxes payable as a result of the performance of the contract, as well as the payment of gasoline and special motor fuel taxes used in the performance of the contract, and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of such contract, and shall pay all state income taxes to the State of North Dakota upon income derived from such work or project, and that in case of a default on the part of the principal in the performance of the work as provided in their contract, the sum named in the bond shall be taken and held to be fixed and liquidated damages in favor of the owner, and that the full amount thereof may be recovered from said principal and their sureties in an action by the owner against them on said bond; that the said principal has made, or will make prior to the commencement of any work by themselves or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid or will pay the premium thereon prior to the commencement of said work.

The term of this bond shall expire on _____ and no suit, action, or proceeding by reason of any default whatever shall be brought on this bond after six (6) years from the date on which the final payment under the contract falls due.

PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to

be done under it, or giving by the owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the owner or the principal to the other shall not in any way release the principal and the surety, or either or any of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed this ____ day of _____, 20 ____.

WITNESSES:

By _____
Principal

As to Principal

By _____
Attorney-in-Fact

Countersigned:

By _____
North Dakota Resident Agent

(Acknowledgement by both principal and surety required.)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____ in the year _____
before me, _____, a Notary Public, personally appeared _____, known to me (or proved to me
on the oath of _____) to be the person who is described in and who
executed the within instrument and acknowledged to me that is executed the same.

(SEAL)

Notary Public

CORPORATION ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____ in the year _____
before me, _____, a Notary Public, personally appeared _____, known to me (or proved to me
on the oath of _____) to be the president (or other officer or person)
of the corporation that is described in and that executed the within instrument, and acknowledged to me that
such corporation executed the same.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____ in the year _____
before me, _____, a Notary Public, personally appeared _____, known to me (or proved to me
on the oath of _____) to be the person who is described in and
whose name is subscribed to the within instrument as the attorney-in-fact of _____
and acknowledged to me that they subscribed the
name of _____ thereto as surety and their own name as attorney-in-fact.

(SEAL)

Notary Public