STATE OF IDAHO
TRANSPORTATION DEPARTMENT
BOISE

CONTRACT NO. 9004

PROJECT A023(888)

KEY 23888

WORK AUTH T236200

LOCATION MORGAN CREEK RD SAFETY IMPRV

HIGHWAY OFF SYS

COUNTY CUSTER

CONTRACTOR

MORENO & NELSON CONSTRUCTION CORP.
1117 E PLAZA DRIVE
Eagle, ID 83616

RESIDENT ENGINEER

KEVIN KUTHER (LHTAC)
208-530-7451
kkuther@lhtac.org

NOTICE OF LETTING

Idaho Federal Aid Project No. A023(888), in Custer County, Key No. 23888; for the work of rock removal utilizing controlled blasting and rock excavation.

Sealed proposals will only be received by one of these three options:

- **at the office** of the IDAHO TRANSPORTATION DEPARTMENT, 11331 WEST CHINDEN BLVD. BLDG #8, BOISE, IDAHO 83714 bid box slot **#4** located in lobby ATTN: ADVERTISEMENT AND AWARD, with the Key No. and Contractor name on outside of envelope marked "Bid Enclosed".

- **USPS** - IDAHO TRANSPORTATION DEPARTMENT, PO Box 40, BOISE, IDAHO 83707-0040 ATTN: ADVERTISEMENT AND AWARD. on the Sealed envelope inside please include the Key No., Contractor name and "Bid Enclosed".

- **FedX/UPS** - IDAHO TRANSPORTATION DEPARTMENT, 3311 W. STATE STREET, BOISE, ID 83703 ATTN: ADVERTISEMENT AND AWARD, on the Sealed envelope inside please include the Key No., Contractor name and "Bid Enclosed".

Bids may also be submitted electronically through Bid Express (www.bidx.com). All bids must be received by two o'clock p.m., on December 2, 2025.

For any design related questions, please submit through QuestCDN. Instructions on how to use this process are located on the Notice to Contractors page.

Digital copies of the Plans, Proposals, and Specifications must be downloaded for a fee of $22.00. **Bidders must appear on the plan holders list for their proposal to be accepted by the Department.** Please contact QuestCDN.com at 952-233-1632 or info@questcdninfo.com for assistance in downloading and working with this digital project information.

General Bidding information and Specifications may be obtained from the Idaho Transportation Department website at http://itd.idaho.gov/business/

In an effort to achieve ITD's DBE Annual Participation Goal (APG) of 10.11% utilization, ITD requires responder to utilize certified subcontractors and suppliers listed on its DBE Directory located at: https://itd.dbesystem.com/. For this project, it has been determined that there is a DBE availability of 0% or more. For more information regarding ITD's DBE Program please go to https://itd.idaho.gov/civilrights/

This contract requires full compliance with Title VI of the Civil Rights Act of 1964, which protects persons from being denied the benefits of or excluded from participation in programs or activities; or subjected to discrimination based on race, color, national origin, sex, age, disability, Limited English Proficiency or economic status. The Contractor is encouraged to utilize the goods and services of disadvantaged firms in accomplishing the tasks or providing the services of this agreement, and to provide equal opportunity to all sub-bidders and suppliers.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 9 day of December, 20 25, by and between the State of Idaho, hereinafter called the State, by the Idaho Transportation Board of said State, party of the first part, and MORENO & NELSON CONSTRUCTION CORP., hereinafter called the Contractor, party of the second part.

ITD TO DATE UPON AWARD

WITNESSETH: That the contractor, in consideration of the sum to be paid to him by said State, in the matter and at the time hereinafter provided, and of other covenants and agreements herein contained, hereby agrees for themself, their heirs, administrators, successors and assigns to furnish the material and perform the work of: rock removal utilizing controlled blasting and rock excavation; in Custer County, designated as Idaho Federal Aid Project No. A023(888).

To furnish all necessary machinery, tools, apparatus, materials and labor to complete the work in the most substantial and workmanlike manner according to the plans and specifications therefore on file in the office of the Idaho Transportation Department of said State, and such modifications of the same and other directions that may be made by the State Highway Administrator as provided herein: Provided, however, that the proposed work covered by this contract does not include that portion or portions of the work to be done in right of way to which title is being contested in any court having jurisdiction, until a specific award has been made by the court in each instance and in good and sufficient title to such portion of right of way in dispute has been assured.

CONTRACT DOCUMENTS:

It is further agreed that the said plans and specifications and the schedule of rates and prices set forth in the proposal and the general and special provisions appended to this contract agreement are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of same were fully inserted herein.

PAYMENTS:

For the faithful performance of the work herein embraced, as set forth in the contract agreement, general and special provisions, notice to contractors, instructions to bidders, proposals, general and detailed specifications and plans, which are a part hereof, in accordance with the directions of the State Highway Administrator and to his satisfaction, the State agrees to pay said Contractor the amount earned, computed from the actual quantities of the work performed as shown by the estimates of the Administrator and unit prices named in such proposal, and to make such payments in the manner and at the time provided in such proposal, and to make such payments in the manner and at the time provided in the general provisions thereto appended. Payments shall be made by the State Treasurer of said State, upon warrants of the State Auditor of said State, issued upon vouchers of said State Highway Administrator, which have been approved by the Idaho Transportation Board out of monies legally available for that purpose.

IN WITNESS WHEREOF, The said State of Idaho, by the Idaho Transportation Board, executes this contract and the said MORENO & NELSON CONSTRUCTION CORP., does sign and seal the same, the day and year in this contract first above written.

Attest (The State):

I hereby attest that all contract documentation has been checked and included in this final contract, as appropriate.

Karen Hanna

Name & Title

Contracts Manager

STATE OF IDAHO
Idaho Transportation Board

By: David B Kuisti

District Engineer/ HQ Division Administrator
Party of the First Part

TRANSPORTATION BOARD STATE OF IDAHO

CONTRACTOR

Pursuant to Idaho Code Section 9-1406 "I certify (or declare) under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct." The undersigned is duly authorized to sign this document on behalf of the above referenced company.

John Nelson

Signature

John Nelson

Print Name

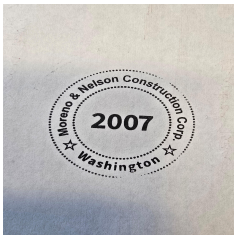
President

Title
Party of the Second Part

Dec 8, 2025

Date

Seal



Bond No. 108353130

Revised 09-09-2021

SURETY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we MORENO & NELSON CONSTRUCTION CORP., as Principal, and Travelers Casualty and Surety Company of America

as Surety are held and firmly bound unto the State of Idaho in the penal sum of

SIX HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED FIFTY DOLLARS

($689,950.00) lawful money of the United States, which sum is agreed to be the maximum liability hereunder, well and truly to be paid, and for the payment of which we and each one of us bind ourselves, our heir, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the instrument is such, that whereas the Principal has entered into a certain agreement, hereto attached, with the State of Idaho, dated December 9, 20 25, for the work of rock removal utilizing controlled blasting and rock excavation; MORGAN CREEK RD SAFETY IMPRV; known as IDAHO FEDERAL AID Key No. 23888 Contract No. 9004, in Custer County.

ITD TO DATE UPON AWARD

NOW, THEREFORE, If the said Principal shall pay all claimants supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, and any and all authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived and shall pay all taxes when due, as required by Title 63, Chapter 15, Idaho Code, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, However, that this bond is executed pursuant to the provisions of the Public Contracts Bond Act, and all liabilities on this bond shall be determined in accordance with said provisions to the same extent as if set forth in full herein.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument to become effective on the date of the contract agreement as set forth above.

CONTRACTOR:

By:

John Nelson

Signature

John Nelson

Print Name

President

Title

CORPORATE SURETY:

Travelers Casualty and Surety Company of America

Surety Company Name

By:

Liliana Castrejon Perez (Dec 8, 2025 11:35:16 PST)

Signature

Liliana Castrejon Perez

Print Name

Attorney-in-Fact

Title

509-838-3501

Phone Number

Lily.Castrejon@MarshMMA.com

Email Address

SURETY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we MORENO & NELSON CONSTRUCTION CORP., as Principal, and Travelers Casualty and Surety Company of America

as Surety are held and firmly bound unto the State of Idaho in the penal sum of

SIX HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED FIFTY DOLLARS

($689,950.00) lawful money of the United States, which sum is agreed to be the maximum liability hereunder, well and truly to be paid, and for the payment of which we and each one of us bind ourselves, our heir, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the instrument is such, that whereas the Principal has entered into a certain agreement, hereto attached, with the State of Idaho, dated December 9, 20 25, for the work of rock removal utilizing controlled blasting and rock excavation; MORGAN CREEK RD SAFETY IMPRV; known as IDAHO FEDERAL AID Key No. 23888 Contract No. 9004, in Custer County.

ITD TO DATE UPON AWARD

NOW, THEREFORE, If the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract and any extensions thereof that may be granted by the State, with or without notice to the Surety and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, However, that this bond is executed pursuant to the provisions of the Public Contracts Bond Act, and all liabilities on this bond shall be determined in accordance with said provisions to the same extent as if set forth in full herein.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument to become effective on the date of the contract agreement as set forth above.

CONTRACTOR:

By:

John Nelson

Signature

John Nelson

Print Name

President

Title

CORPORATE SURETY:

Travelers Casualty and Surety Company of America

Surety Company Name

By:

Liliana Castrejon Perez (Dec 8, 2025 11:35:16 PST)

Signature

Liliana Castrejon Perez

Print Name

Attorney-in-Fact

Title

509-838-3501

Phone Number

Lily.Castrejon@MarshMMA.com

Email Address

ATTACH POWER OF ATTORNEY
CB-2-B

☑ ☑

Proposal

In compliance with your bid package to be received for this letting, the undersigned certifies to have examined the location of work and/or materials sites, and is satisfied as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby proposes to furnish the material and perform the work as described in the Notice of Letting in accordance with the Proposal/Plans purchased through QuestCDN for this project.

On the acceptance of this proposal for said work, the undersigned will execute Contract Forms CA in accordance with the bid as accepted, and furnish the Contract Performance and Payment Bonds on Forms CB with approved and sufficient surety within 15 days after the prescribed forms are presented for signature.

The bidder further agrees that, if awarded, the contract work will be completed as stated in the Special Provisions, after authority to proceed has been given in conformity with and subject to such extensions as may be authorized by the terms of Extension of Contract Time of the Standard Specifications.

Accompanying this proposal is a Certified Check or a Cashier's Check drawn on an Idaho bank in the amount of five percent of the total amount bid, made payable to the Idaho Transportation Department, or a Bidder's Bond in the amount of five percent of the total amount bid.

The undersigned being duly sworn upon oath deposes and says that it complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program).

The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

By signature on this proposal, the bidder declares under penalty of perjury under the laws of the United States, that the firm, association, or corporation has not by or through any of its officers, partners, owners, or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

Legal Company Name: Moreno & Nelson Construction Corp

Company Business Address: 1117 E Plaza Drive Suite D, Ealge ID 83616

Mailing (Shipping) Address, if different or N/A: N/A

Company organized under the state of: WA

Legal Name of Highest Officer in Company: John Nelson

Title of Highest Officer in Company: President

Contact Name: Matt Percuoco

Title of Contact: Senior Project Manager

Contact Phone No.: 208-484-7501 Email: mattp@nelson-corp.com

Idaho Public Works License No.: 024569 Exp. Date: 02-28-2026

Unique Entity Identifier (UEI): M0233

Submittal, signature, acceptance, authorization and certifications are hereby made by signing this internet bid with a Digital ID. ***

State of Idaho
Idaho Transportation Department
Schedule of Items

LINE NUMBER	ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	EXTENSION PRICE
SECTION 001 WORK BY CONTRACT A023(888)					
0005	205-005B EXCAVATION - ROCK	3650.000	CY	$120.00000	$438,000.00
0010	205-020A CONTROLLED BLASTING	7135.000	LF	$1.00000	$7,135.00
0015	212-011A FIBER WATTLE	300.000	FT	$9.65000	$2,895.00
0020	212-105A WATER AND POLLUTION	5000.000	CA	$1.00000	$5,000.00
0025	303-022A 3/4" AGGREGATE TYPE B FOR BASE	100.000	TON	$1.00000	$100.00
0030	626-010A TEMPORARY TRAFFIC CONTROL SIGNS	295.000	SF	$5.50000	$1,622.50
0035	626-050A DRUMS	14.000	EACH	$10.00000	$140.00
0040	626-105A TEMPORARY TRAFFIC CONTROL MAINTENANCE	44.000	HR	$75.00000	$3,300.00
0045	626-115A PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)	40.000	DAY	$100.00000	$4,000.00
0050	626-120A FLAGGER CONTROL	180.000	HR	$64.35000	$11,583.00
0055	626-130B TEMPORARY TRAFFIC CONTROL SIGNAL	60.000	DAY	$300.00000	$18,000.00
0060	626-135A WEIGHTED BASE TUBULAR MARKERS	10.000	EACH	$5.50000	$55.00
0065	675-005A SURVEY	1.000	LS	$20,850.00000	$20,850.00
0070	675-010A DIRECTED SURVEYING	10000.000	CA	$1.00000	$10,000.00
0075	677-005A RECORD DRAWINGS	1.000	LS	$1,175.00000	$1,175.00
0080	S900-50A CONTINGENCY AMOUNT - MISCELLANEOUS WORK	5000.000	CA	$1.00000	$5,000.00
0085	Z629-05A MOBILIZATION	1.000	LS	$161,094.50000	$161,094.50
Section 001 Total					$689,950.00

Item Total	$689,950.00

Rev. 05/2025

IDAHO CODE CERTIFICATION FORM
For Federal - Aid Projects

Failure to complete and include this form with bid submittal will result in bid being deemed irregular. Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in, and will not for the duration of the contract engage in the following:

• Boycott of goods or services from Israel or territories under its control: or
• Boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
• Boycott of any individual or company because the individual or company engages in or support the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code §18-3302(2)(d),

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Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states "a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China". Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of company's authorized representative:

Signature John Nelson

Company Name Moreno & Nelson Construction Corp

DAVIS-BACON WAGE

GENERAL WAGE DECISION ID250078

PUBLICATION DATE 08/01/2025 ID78

The above referenced wage rates can be obtained

at

http://www.sam.gov

DAVIS-BACON WAGE RATES

Idaho Federal Aid Project No. A023(888)
MORGAN CREEK RD SAFETY IMPRV
Custer County, Key No. 23888

The following Davis Bacon Wage Rates shall be posted by the Contractor using Poster WH-1321 and shall be placed prominently in a location where it will be noticeable and accessible to all workers at the site of the work on each Federal Aid Project.

Should these papers tear or become illegible, they shall be replaced as long as work continues. Posters and additional copies of this form are available from the Engineer.

"General Decision Number: ID20250078 08/01/2025

Superseded General Decision Number: ID20240078

State: Idaho

Construction Type: Highway

County: Custer County in Idaho.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . 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 that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	08/01/2025

* PLAS0072-001 06/01/2025

ZONE 1:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 40.89	18.64

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

SUID2013-006 06/17/2013

	Rates	Fringes
CARPENTER (Form Work Only)	$ 26.57	8.10
ELECTRICIAN	$ 25.00	10.93
HIGHWAY/PARKING LOT STRIPING: Painter	$ 24.80	6.91
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 23.37	10.50
LABORER: Common or General	$ 22.68	10.90
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 23.98	11.05
LABORER: Grade Checker	$ 23.52	11.05
LABORER: Mason Tender - Cement/Concrete	$ 23.42	10.90
OPERATOR: Backhoe/Excavator/Trackhoe	$ 25.74	10.07
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 25.35	11.55
OPERATOR: Broom/Sweeper	$ 24.95	10.18
OPERATOR: Bulldozer	$ 26.19	9.60
OPERATOR: Crane	$ 26.22	10.00
OPERATOR: Crusher	$ 25.06	9.23
OPERATOR: Grader/Blade	$ 25.96	10.00
OPERATOR: Hydroseeder	$ 24.76	11.51
OPERATOR: Loader	$ 26.22	9.98
OPERATOR: Mechanic	$ 26.91	10.22
OPERATOR: Oiler	$ 25.66	9.23

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 26.10 10.64

OPERATOR: Roller (Subgrade).....$ 22.24 8.57

OPERATOR: Roller.....$ 25.68 10.00

OPERATOR: Rotomill.....$ 25.84 10.63

OPERATOR: Screed.....$ 25.42 9.93

TRAFFIC CONTROL: Flagger.....$ 22.68 10.90

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 22.66 10.90

TRUCK DRIVER: Distributor Truck.....$ 21.66 13.04

TRUCK DRIVER: Dump Truck.....$ 21.51 12.10

TRUCK DRIVER: Lowboy Truck.....$ 21.18 12.10

TRUCK DRIVER: Oil Distributor Truck.....$ 22.54 12.35

TRUCK DRIVER: Water Truck.....$ 21.35 13.33

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

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

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

The body of each wage determination lists the classifications

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

SPECIAL PROVISIONS

FEDERAL AID PROJECT NO. A023(888)

Morgan Creek Rd, Safety Improvement Custer County

For the work of rock removal utilizing controlled blasting and rock excavation.

The following special provisions and all addenda issued supplement or modify the 2023 Idaho Transportation Department Standard Specifications for Highway Construction: 2025 Supplemental for the Idaho Transportation Department 2023 Standard Specifications for Highway Construction, 2020 Quality Assurance (QA) Manual (10/19), 2024 QA Manual Supplementals to the 2020 QA Manual (7/29/24), 2024 Buy America Insert (4/9/2024), 2023 Quality Assurance Special Provision for State Acceptance (12/07/2023), 2025 Standard Drawings, Title VI Special Provisions; FHWA-1273 Federal Aid Required Contract Provisions, General Wage Decision ID250078.

SOURCE IDENTIFICATION

Designated source(s): Designated source(s) are not identified for this contract/project.

Contractor provided sources. Provide an approved source(s) for all materials to be embanked or processed for placement. Department owned or controlled sources will not be allowed for this contract.

Cost. Assume all costs incurred in obtaining approvals for use of source(s)

CONTRACT TIME

Work will not start earlier than April 1, 2026 or later than May 30, 2026 and must be completed within 20 working days.

- All work must be completed by August 1, 2026.
- No work will occur between August 1, 2026 and December 31, 2026.
- The contractor is responsible for coordinating with the tribe when work starts.

Once started, work must continuously progress until completion. The road is only allowed to be temporarily closed for controlled blasting on weekdays between the hours of 8 AM and 4 PM. Maintain at least one lane at all other times during the project.

Return traffic through the work zone to normal operations during any planned or unplanned work stoppage lasting longer than 3 working days.

LIQUIDATED DAMAGES

The amount of liquidated damages for failure to complete the work on time will be $2,000 per day.

Liquidated damages provision does not waive the Department's right to seek other remedies for a breach of contract by the awarded Contractor.

CONTRACTOR NOTES

DBE PROGRAM REQUIREMENTS 10/21

For bidding purposes, the Contractor must comply with the DBE program requirement of **0.00%**. Upon award, the approved percentage % on the ITD-2396 DBE Commitments form becomes contractual and failure to comply is a breach of contract. Any change to this contractual commitment during the administration of the contract must be coordinated through the Office of Civil Rights.

Whenever the Engineer determines, after investigating and obtaining evidence the Contractor has not complied with the DBE program requirement, the Engineer will take corrective action. Refer to the Department's Standard Specifications for Highway Construction, Section 110, Civil Rights.

The Contractor, sub recipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-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 (e.g., withholding monthly progress payments, assessing sanctions, liquidated damages, disqualifying the Contractor from future bidding as non-responsible).

For additional DBE Program information see the Department's DBE program requirements located at: *https://itd.idaho.gov/civilrights/*

BIDDER Q&A 01/25

Prior to bid opening, submit any project-related questions through QuestCDN – Submit questions by 5:00pm MT on the Thursday prior to the bid opening. ITD is not obligated to respond to questions received after the stated cutoff date and time.

BLASTING

A drill and blast technique is anticipated for the rock excavation. At the completion of each blast and of the excavation as a whole, the resulting rock cut is to be scaled of loose rock, debris and vegetation. Additionally, scaling may be required on the rock outcrop, to create a safe working area for drilling and blasting activities.

The toe of rock cut is not extend into the adjacent talus slope material. Benching is not required or desired. The crest of the rock cut should be rounded during scaling. Prevent blasting and/or other debris from entering Morgan Creek.

COMMUNICATION PROTOCOL DURING CONSTRUCTION BIDDING 01/25

During the advertisement period, prospective Contractors/Bidders will address all questions through QuestCDN. After Bid Opening and through Contract Award, all communications between the Department and the Contractor/Bidder, and any unsuccessful bidders, will be through the State Design Engineer at 208.334.8502. The Department will be unable to share any information related to bid submittals or pending Department decisions during this time. After Contract Award, all communications between the Department and the Contractor will be through the Design Construction (Resident) Engineer.

CONSULTANT CONFLICT OF INTEREST

The Consultant and sub-consultants, as the designers of this project, agree that no one in their firms will perform any services for the contractor on the construction of this project.

The following Consultants worked on the design of this project:

Civil Science, Inc.

CONTRACTOR DOCUMENTATION REQUIREMENTS

As work progresses, payment will not be made on any work or portion thereof as specified in 109.05, until all acceptance documentation (including material certifications, test results, etc.) and quantity calculations have been received and verified by the Engineer. Acceptance documentation and quantity measurement will be in accordance with the contract requirements. The Contractor will have 20 business days after the last charged contract day to submit any outstanding documentation on completed work or the Contractor will forfeit payment. For items that are completed after the last charged contract day, the Contractor will have 20 business days upon the item's completion to submit the required documentation or the Contractor will forfeit payment for that item.

EMPLOYMENT AGENCY 01/23

To find the nearest employment office, visit https://www.labor.idaho.gov/dnn/Local-Office-Directory.

ENVIRONMENTAL REQUIREMENTS

This project area is used as access for traditional hunting and fishing areas for the Shoshone Bannock Tribe. Notify the Tribe a minimum of 14 days prior to the start of construction to coordinate any closures or other traffic access impacts. Invite the Shoshone Bannock to the project preconstruction meeting.

Contact information: Christina Cutler: – christina.cutler@sbtribes.com

GENERAL WAGE DECISION 01/18

Upon written request 10 calendar days before the bid opening date, the Department will provide a missing job classification, wage rate, and fringe benefit rate as outlined on FHWA-1273 IV.1.b to all plan holders as addenda.

IDAHO IMPLEMENTATION OF AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE, 2ND EDITION (2016)

The following safety hardware must meet AASHTO 2016 MASH criteria, ITD's Standard Drawings, and if the hardware is a proprietary product it must be approved on ITD's Qualified Product List (QPL) for new permanent installations and full replacements:

- W-beam
- Cast-in-place concrete barriers
- W-beam tangent terminals and buried-in-backslope terminals
- W-beam flared terminals and terminals installed on a flare
- Crash cushions

- Transitions
- Permanently installed portable barriers
- Bridge rails
- Cable barriers
- Cable barrier terminals

The following safety hardware may be MASH 2009/2016 or NCHRP 350 compliant for new permanent installations and full replacements:

- Double-sided or median terminals
- Sign supports
- All other breakaway hardware

For projects utilizing December 2018 Standard Drawings release or earlier, replace the 612 series sheets with the 612 series from the latest Standard Drawings release.

Temporary work zone devices (including portable barriers, truck- and trailer-mounted attenuators, portable changeable message signs (PCMS), temporary traffic signals, and camera trailers) manufactured after December 31, 2019, must have been successfully tested to the 2016 edition of MASH. Such devices manufactured on or before this date, and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

POLLUTION PREVENTION PLAN **08/22**

The estimated project area of impact is approximately 0.18 acres. A pollution prevention plan (PPP) is required for this project due to the anticipated ground disturbance of less than 1 acre and/or lack the potential to discharge to Waters of the US.

If the Contractor's operations, including but not limited to, staging, waste, or material source disturbances result in a disturbed area 1 acre or more and there is a potential connection to discharge to Waters of the US, an active IPDES permit (or NPDES permit if on Tribal land) and associated SWPPP will be required as specified in 107.17. All monetary and time impacts required to establish a SWPPP will be borne by the Contractor. A draft SWPPP must be submitted to the Engineer for approval before filing the Notice of Intent.

REFERENCE FILES **01/22**

Pursuant to Subsection 102.03, upon request, the Department will provide electronic design data, also known as reference files, for the project during the advertisement period. It is the bidder's responsibility to check, periodically, to see if reference files have been posted or updated on the ITD Notice to Contractor's page, located at the following link: https://itd.idaho.gov/business/?target=contractor-bidding/

Addendums will not be used to notify the bidder that reference files have been posted. The reference files will only be available during the advertisement period and removed after the bid opening.

STOCKPILING

The excavated rock material may be stockpiled at the BLM Community Pits along Morgan Creek Road at the locations identified in the project plans with an approved waste site letter. The material will remain public property subject to disposal under the 3600 regulations by the BLM. The material will be sold to the

public on a first come first serve basis. Traffic control needed for stockpiling operations is considered incidental to other bid items.

BLM
Assistant Field Manager
David Hilliard
P.O. Box 817
Challis, Idaho 83226
(208) 879-6217
dhilliard@blm.gov

ON PAGE 19, SUBSECTION 101.04 - DEFINITIONS

Delete the following under Working Day.:

4. Days during December, January, and February.

ON PAGE 28, SUBSECTION 104.01.B. – CONSTRUCTION PARTNERING

Delete the entire section.

ON PAGE 36, SUBSECTION 105.04 – COORDINATION OF CONTRACT DOCUMENTS 4/24

Delete items 7 through 12 and add the following:

7. Buy America Insert
8. Quality Assurance (QA) Manual Supplementals
9. Standard Supplementals
10. Standard Specifications
11. Standard Drawings
12. QA Manual
13. Electronic Files (if specified as part of the contract)

ON PAGE 37, SUBSECTION 105.07 – UTILITY FACILITIES 07/24

Add the following to the end of the subsection:

The following utility companies have facilities within the project limits:

Custer Telephone Cooperative
Jentre Spenser
1101 E Main Ave,
Challis, ID 83226
(208) 833-4325
jentre.spenser@custertel.com

Custer Telephone's utilities are to be retained and protected. The contractor is to protect the underground utility.

Salmon River Electric
Dennis Swindell
1140 E Main Ave,
Challis, ID 83226
(208) 833-5001

Salmon River Electric's utilities are to be retained and protected.

ON PAGE 87, SUBSECTION 108.01 - SUBLETTING OF CONTRACT 04/23

Delete the second sentence and substitute the following:

If the Engineer consents to subletting a portion of the work, the Contractor will use its own organization to perform work amounting to at least 30 percent of the original contract amount.

ON PAGE 87, SUBSECTION 108.01 – SUBLETTING OF CONTRACT 08/23

Delete the fourth full paragraph and replace with the following:

Do not allow a subcontractor to work until the subcontractor's executed agreement (the subcontract) with the Contractor, including the required attachments and addenda, is approved. For federal-aid contracts, the subcontractor must have a Unique Entity Identifier (UEI) prior to Engineer approval of subcontract agreement (an "active" account in not required). Neither of the following relieves or releases the Contractor or the surety of their responsibility or liability under the contract or the contract bonds.

ON PAGE 112, SUBSECTION 109.05 – PARTIAL PAYMENTS

Delete the first sentence of the second paragraph and replace with the following:

The Engineer may withhold progress estimates until the Contractor complies with the contract, including:

ON PAGE 149, SUBSECTION 205.03.H.4.a – GENERAL BLASTING PLAN 02/23

After Item 12, add a new Item 13 "Provide a description of specific measures to maintain good public relations with nearby residents and public agencies that own or use the roadway or nearby properties, and the measures that the Contractor shall take to respond to any complaints about drilling and blasting operations and effects".

ON PAGE 150, SUBSECTION 205.03.H.5.a – PRE-BLAST CONDITION SURVEY AND VIBRATION MONTIORING AND CONTROL 02/23

At the end, add the following "In no case shall blasting noise (air-overpressure of air blast), measured near the nearest occupied building located either on or off of the construction site, exceed 133 dB. Do not allow peak particle velocity of each component to exceed the safest limits of the nearest Structure subject to vibration damage as summarized in Table 205.03-2.

Table 205.03-2 - Summary of Maximum Peak Particle Velocity at Structures

Structure	Maximum Peak Particle Velocity at the Structure (Inches/Second)
Standard Construction Timber Frame, Brick, and Concrete Buildings	2.0
Bridge Structures and Foundations	1.2
Buried Utilities	2.0
Wells and Aquifers	2.0
Green Concrete (Less than 7 Days)	1.0

Peak particle velocity measured at adjacent exposed or buried structures, equipment, pipelines and buildings located of the ROW shall not exceed 0.75 inches per second (ips). No flyrock shall be generated as a result of blasting activities."

ON PAGE 155, SUBSECTION 205.03.H.7 – BLASTING OPERATIONS 02/23

At the end of 205.H.7.c, add a new subsection 205.03.H.7.d "d. Scaling. Remove loose rock and soil from the rock cut slope to create a smooth rock surface. Remove and dispose of all rock slope scaling debris generated by the work. Prevent scaled rock from falling into the creek, protect road infrastructure from falling rocks during scaling activities, as required, remove trees and vegetation in order to develop a rock cut that is free of loose rock and overhangs.

Rock slope scaling shall be performed with scaling bars, portable hydraulic wedges, air pillows, hand drills, and other mechanical or hand tools demonstrated to be effective in performing the work to the satisfaction of the Engineer. Blasing is not permitted for scaling.

Do not begin rock slope scaling operations until after meeting with the Engineer and receiving approval of the rock slope scaling plan.

Clear the rock slope of trees and woody vegetation within the work zone.

Begin rock slope scaling at the top of the rock slope and work down slope, removing loose rock and soil as the work progresses.

Hand scaling using equipment, methods, and workmanship that minimize disturbance or damage to sound, intact bedrock.

Providing suitable anchorages for climbing ropes.

Protect existing infrastructure, including, but not necessarily limited to, construction equipment or infrastructure from damage during scaling operations.

Hand scaling to remove rock blocks as necessary to provide a safe work environment.

Do not scale any rock blocks larger than about 100 pounds a (approximately equivalent to a 10-inch-cube) or blocks with a maximum length in any direction exceeding 18 inches without prior approval by the Engineer. In this end, the Engineer will not withhold approval to remove blocks that the Contractor believe present a specific safety hazard. Additionally, depending on the location of the slope, then Engineer may require the Contractor to describe how blocks larger than about 100 pounds will be removed without damaging existing infrastructure or entering the creek. If the rock block is larger than 10,000 pounds, the rock block shall be dowelled in place, as directed by the Engineer.

Protect personnel and equipment from falling material. All scaling an excavation shall be performed in accordance with applicable safety regulations. Safety shall at all times remain the sole responsibility of the Contractor.

Collect, remove, and dispose of all rock slope scaling debris generated by the work.

Break up any rocks that are too large to transport into manageable sized pieces for haul.
Dispose of rock slope scaling debris at a Contractor furnished location that is acceptable to Custer County officials.

The cost of scaling is incidental to general blasting.

S900-50A CONTINGENCY AMOUNT - MISCELLANEOUS WORK

Description. This item will compensate the Contractor for minor work or material not specified in the project documents that is necessary to the work as directed by the Engineer.

Materials. Provide material as directed by the Engineer and in accordance with the ITD Standard Specifications.

Construction Requirements. Complete construction as directed by the Engineer and in accordance with the ITD Standard Specifications.

Method of Measurement. The Engineer will measure acceptably completed work by the Contingency Amount (CA).

Basis of Payment. The Department will pay for the accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
S900-05A Contingency Amount Miscellaneous Work	CA

2025 SUPPLEMENTAL SPECIFICATIONS FOR THE 2023 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Note: 2025 revisions are indicated by a single line to the left

Table of Contents

ON PAGE 12, 101.04 - DEFINITIONS

Delete the definition for "Contingency Item" in its entirety and replace with the following in alphabetical order:

> **Contingency Amount.** A dollar amount for items of work that are difficult to accurately estimate or quantify. The Department will pay for authorized work performed under a contingency item as required by the contract. Payment for accepted work will be made using the force account method (109.03.C.5) or as approved by the Engineer.

ON PAGE 17, 101.04 - DEFINITIONS

Delete the current definition for "Significant Change" and replace with:

> **Significant Change.** When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed plans or work, or when a contract pay item is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. An allowance for an increase in quantity will apply only to the portion in excess of 125 percent of the original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

ON PAGE 19, 101.04 – DEFINITIONS

Add the following to bullet point 1 under the definition for Working Day:

> and the day after Thanksgiving.

ON PAGE 21, 102.03 - EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

Delete the last sentence of paragraph 4, starting with "Bidders must..."

ON PAGE 21, 102.04 - PREPARATION OF A PROPOSAL

Delete the last sentence of paragraph 3 and replace with:

> Addenda acknowledgement required by inclusion of the addenda cover letter for each addenda with hard copy bid submittal or by downloading the addenda EBSX file through BidX for electronic bids.

ON PAGE 23, 102.10 - PROPOSAL ACCEPTANCE AND IRREGULAR PROPOSALS

Delete "omissions of addenda" in item no. 5 and replace with:

> "lack of addenda acknowledgement"

ON PAGE 23, 102.10 - PROPOSAL ACCEPTANCE AND IRREGULAR PROPOSAL

Add the following to the numbered list:

8. Not having a UEI (Unique Entity Identifier) at the time of bid on a federal-aid contract.

ON PAGE 29, 104.02.A - GENERAL

Delete the fourth paragraph and replace with:

> If the Engineer issues a change order revising the contract, sign the change order by signing a hardcopy or by noting approval in AASHTOWare within 5 days of receipt. If returning an unsigned change order, notify the Engineer in writing within 5 days of receipt of the reason for not signing the change order. The Department may withhold payment for the change order work until the Contractor submits a signed change order or unsigned change order with a written explanation.

ON PAGE 40, 105.11 - INSPECTION OF WORK

Delete the last two paragraphs of the section.

ON PAGE 41, 105.14.C - MAINTENANCE OF PUBLIC HAUL ROADS

Delete the first full paragraph under this section starting with "The Contractor is responsible for..."

ON PAGE 61, 106.06 - STORAGE AND HANDLING OF MATERIALS

In the third sentence of the first paragraph, delete "re inspect" and replace with "re-inspect".

ON PAGE 66, 107.01.B - NON-FEDERAL AID CONTRACTS

Delete the section and replace with the following:

> Non-federal-aid contracts must comply with 44-1001 through 44-1005, Idaho Code. Certify compliance monthly during the life of the contract using form ITD-2434, Idaho 95% Resident Monthly Workforce Certification for State-Funded Contracts. If a Contractor is not in compliance, they are required to take corrective action to restore compliance. Failure to supply the form ITD-2434 certifying monthly compliance may be considered a breach of the construction contract.

ON PAGE 66, 107.02 - PERMITS AND LICENSES

Change the section name to "Permits, Licenses, and Taxes".

ON PAGE 69, 107.10 - RESPONSIBILITY FOR INJURY DAMAGE

Delete the fourth paragraph and replace with:

> Submit a certificate of insurance to the email address provided on the Award letter and do not start work before obtaining approval of the insurance coverage by the Department.

ON PAGE 75, 107.17.B - CONTRACTOR SUPPORT AREAS

Delete "found" from the fifth sentence of the first full paragraph and replace with "present".

ON PAGE 80, 107.17.K – CGP REQUIREMENTS

Delete the second paragraph under item 4 and replace with:

Do not begin construction activities until an authorization letter is received from IDEQ. If the review period exceeds 14 days it is considered an excusable/ non-compensable delay per 108.07.B.

ON PAGE 87, 108.01 - SUBLETTING OF CONTRACT

Delete the second sentence fourth paragraph and replace with the following:

For federal-aid contracts, the subcontractor must have a Unique Entity Identifier (UEI) prior to Engineer approval of subcontract agreement.

ON PAGE 91, 108.05 – LIMITATION OF OPERATIONS

Delete the second paragraph and replace with:

Do not work on a roadway open to the traveling public, except for normal maintenance operations, during a 3-day holiday weekend, on July 3, 4, and 5, or the day after Thanksgiving.

ON PAGE 100, 109.01.A.6.B - WEIGHT

Delete the first sentence of the second paragraph starting with "Material measurement…" and replace with the following:

At the time and location of material placement, provide printed scale weight tickets indicating the project name, project number, contract pay item number, load date, load time, load number, truck number, load gross weight, load tare weight, and load net weight. Hand-written or hand-corrected tickets are not acceptable without approval of the Engineer.

ON PAGE 101, 109.01.A.14 - ELECTRONIC TICKETING (e-Ticketing) FOR MATERIALS

Add the following section after 109.01.A.13.

14. ELECTRONIC TICKETING (e-Ticketing) FOR MATERIALS

The Contractor is encouraged to use e-Ticketing for materials delivery. The Contractor and the Engineer will decide at or before the Preconstruction Conference which bid items will be subject to e-Ticketing. Once this selection has been made, the Contractor may switch back to paper tickets by providing written notification to the Engineer. Contractor may switch to paper tickets 3 business days after providing this notice.

The cost associated with creating and maintaining electronic ticketing data and placing identifying vehicle numbers on the delivery vehicles is incidental to the associated pay item.

Provide electronic data for material weight tickets of bituminous, non- bituminous and aggregate materials delivered to the project. Place an identifying vehicle number on the delivery vehicle. The identifying vehicle number may be its license plate. This e-Ticketing requires that the Contractor have internet service available and connected to the plant loadout system/software. These provisions do not preclude or dismiss the contractor producing paper tickets required by the contractor's quality assurance plan or used by the contractor as a back-up.

Use the Department's E-Ticketing Vendor. The Departments e-Ticketing vendor has no-cost connectors available to install in existing plant load out system/software at no cost. If the Contractor has an e-Ticketing vendor already, this connector does not interfere with other existing e-Ticketing vendor..

Register here https://haulhub.com/itd/#signmeup to begin using the Department's Electronic Ticketing Portal system.

Training is found at https://learn.haulhub.com/

A. General Requirements

As electronic tickets (e-Tickets) are generated, submit them to the Department using the Electronic Ticketing Portal: https://www.e-dot.com. The Department will reject any load that does not have a corresponding e-Ticket unless the cause is beyond the Contractor's control wherein the data cannot be uploaded directly into the cloud within ten (10) minutes of load-out, e.g., no internet availability, equipment malfunction, etc. In such circumstances, paper tickets may be permitted at the discretion of the Engineer for the duration of the extenuating circumstance. Notify the Engineer immediately of such circumstances. The Department may reject any ticket(s) received later than 10 minutes from when the ticket was created.

Payment for material weight delivered to the project will be based upon the e-Tickets marked "Delivered," less waste and excess material weight as noted in 106.04 of the Standard Specifications, and any audit corrections.

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

For materials subject to the Contractor's Quality Control Plan, incorporate e-Ticketing.

B. Data Integration

Request a list of the Department's naming nomenclature. Include in the request an identification of what system the supplier utilizes for its load read-out weighing system. If necessary, use the Departments Application Programming Interface (API) to integrate with the Department's Electronic Ticketing Portal. Utilize the API to provide electronic data from the load read-out weighing system at the material source in a manner that is acceptable by the Department's Electronic Ticketing Portal. Update the load readout weighing system and API as necessary to maintain connection to the Department's Electronic Ticketing Portal.

Provide the following data on each e-Ticket:

1. **General Ticket information (All Materials).**
   - **a.** Date.
   - **b.** ITD Project Number.
   - **c.** Name of Contractor
   - **d.** Name of material supplier.
   - **e.** Unique truck ID.
   - **f.** Plant/scale name (source).
   - **g.** Ticketed time.

2. **Portland Cement Concrete.**
   - **a.** Loaded time (water/cement time).
   - **b.** Wet and dry batch weights
     - **1)** %Moisture of aggregates
   - **c.** Load Number
   - **d.** Yards delivered
   - **e.** Water:
     - **1)** In aggregate.
     - **2)** Total water.
     - **3)** Water/cement ratio.
     - **4)** Max water/cement ratio.
     - **5)** Allowable water to add.
   - **f.** Admixtures (including brand names if available):
     - **1)** Retarder and weights.
     - **2)** Water reducer and weights.
     - **3)** Air entrainment and weights.
     - **4)** Special performance admixtures and weights.
     - **5)** Concrete fibers.
   - **g.** Cementitious material(s) and weights.
   - **h.** CPI Name and certificate number.

3. **Flexible Pavement Mixture.**
   - **a.** Type of material.
   - **b.** Gross weight (if not automatic weighed).
   - **c.** Tare weight (if not automatic weighed).
   - **d.** Net weight.
   - **e.** Mix design number.

4. **Optional Additional Truck Status (Will be accepted when available - All Materials)**
   - **a.** Left plant.
   - **b.** Arrive at project.
   - **c.** Begin unload.
   - **d.** Finish unload.
   - **e.** Leave project.

Loads which do not have the required e-Ticket data upon arrival at project site will be rejected. No payment will be made for rejected material.

C. Setup and Calibration

Conduct a test of each supplier's integration with the Department's Electronic Ticketing Portal prior to shipping material. Complete test at least seven days prior to shipping material unless otherwise approved by the Engineer. The test must involve at least four calibration e-Tickets from each supplier approved for use on the project. The calibration e-Tickets must accurately reflect categories 1-4 shown above; all other categories shall be marked "TEST." After the Engineer confirms that the calibration e-Tickets have been entered into the Department's Electronic Ticketing Portal, void the e-Tickets with the reason "Calibration Testing."

D. Small Quantity Exceptions

e-Ticketing will not be required for material suppliers who produce less than the specified quantity minimums:

- Embankment materials: 5000 Tons
- Aggregates: 3000 Tons
- Flexible pavements: 2250 Tons
- Concrete: 50 CY

ON PAGE 105, 109.03.B – PAYMENT FOR QUANTITY VARIATIONS

Delete the second paragraph and replace with:

If the total pay quantity of a work item varies from the bid quantity by more than 25 percent, the Department will appraise whether an adjustment is warranted based on a written request by the Engineer or the Contractor. The Department may make an adjustment to the unit price if justified. The Engineer and the Contractor must agree to the adjustment before the performance of the work. The Department's contract unit price adjustment will equal the difference between the contract unit price and the actual unit cost to perform the work, plus 6 percent profit.

ON PAGE 114, 109.08.3 - ACCEPTANCE AND FINAL PAYMENT

Delete the word "retainage" in Item 3 under 109.08 and replace with "withholding".

ON PAGE 116, 110.01 – GENERAL REQUIREMENTS

Delete the last sentence of the first paragraph and replace with:

To find the nearest employment office go to the Local Office Directory on the Idaho Department of Labor website.

In the fourth paragraph, delete the phone number listed and change to:

208-334-8884

ON PAGE 116, 110.02.A – EMPLOYMENT LISTS, LABOR SELECTIONS, NON-DISCRIMINATION

Delete the first two paragraphs and replace with:

To find the nearest employment office go to the Local Office Directory on the Idaho Department of Labor website.

The Contractor may use the services of the employment office for obtaining labor of the intermediate and skilled grade.

ON PAGE 137, 203.05 - BASIS OF PAYMENT

Add the following:

Saw cutting is incidental to the associated removal item.

ON PAGE 147, 205.03.H.3.a - QUALIFICATIONS

Delete the last sentence in the first paragraph starting with "Provide the following..." and replace with the following:

The Blaster in Charge must meet the following minimum experience and qualifications or be pre-approved as a Blasting Consultant on ITD's Consultant Term Agreement List.

ON PAGE 147, 205.03.H.3.a - QUALIFICATIONS

Delete item (7).

ON PAGE 183, 301.03.A - GENERAL

Delete the word "enough" from the last sentence of the last paragraph.

ON PAGE 187, 303.03.A - GENERAL

Delete the word "enough" from the last sentence of the last paragraph.

ON PAGE 188, 303.03.C - AGGREGATE BASE MATERIAL

Revise the section name to: "C. Aggregate Base Material - Load, Haul, and Place"

Delete "Load, Haul, and Place." from the first paragraph.

ON PAGE 192, 308 – CEMENT RECYCLED ASPHALT BASE STABILIZATION (CRABS)

Delete the entire section and replace with:

SECTION 308 – CEMENT RECYCLED ASPHALT BASE STABILIZATION (CRABS)

308.01 Description.

Recycle the existing roadway pavement and a portion of the base layer.

Follow the specified grade control class.

1. Class I CRABS: use field-established elevations.

2. Class II CRABS: use prescribed elevations.

308.02 Materials.

Use materials conforming to the following requirements:

Use cement as specified in the project plan sheets. If no cement is specified refer to 701. If an alternate type of cement is proposed for use, obtain approval from the Department. 1L cements are allowable for use.

Use water that is clear and without oil and other contaminants.

Perform quality control density testing using an uncorrected nuclear gauge in accordance with FOP for AASHTO T 310 Method A Modified. AASHTO T 310 Method A Modified specifies that the nuclear gauge be operated in backscatter mode to establish the breakover curve. Conduct at least 1 compaction test for every 7,200 square yards of CRABS work.

308.03 Construction Requirements.

Before mobilization, submit a plan of operations for CRABS processing, including traffic control.

A. General.

Construct the CRABS while the existing pavement temperature is above and is expected to remain above 40°F for 24 hours after final completion.

Do not spread portland cement over puddled water, during rain, when rain is imminent, or when wind will not allow uniform spread on the roadway or will cause displacement of cement before mixing.

Add cement and process no more of the roadway than can be repaved in 1 day of paving production. Do not allow traffic to drive on the CRABS surface unless approved by the engineer.

Unless the approved traffic control plan requires traffic to be detoured to an alternate roadway, open the roadway to traffic at the end of each working day. Traffic can travel on compacted pulverized material, if approved by the Engineer. Grade and water the pulverized surface at least once every 24 hours if traffic is allowed to drive on the pulverized surface.

On Class I work, establish the final CRABS surface elevation in the field. Survey the existing roadway surface to produce a surface file (DTM format) for submission to the Engineer for review. Allow at least 7 working days for review. Do not begin work until the submitted surface file has been approved. Adjustments to the surface profile, if approved by the Department, will be made. On tangent roadway sections, the cross slope must be a 2% crown with a centerline at the existing crown location. Match existing cross slopes on superelevated and transitions sections of roadway. Use the approved surface file to establish grade control and maintain the grades of the roadway as specified. Machine control can be used if approved by the Department. Finish the CRABS surface to within 0.03 foot of the approved elevations from the submitted surface file.

On Class II work, the Department will provide grade elevations for the top of the CRABS layer. Finish the CRABS surface to within 0.03 foot of the elevations provided.

Do not waste material before approval of the final elevation for either class.

B. Initial Pulverization.

Before pulverization, strip and waste any vegetation encountered around approaches and inside the typical CRABS section.

Pulverize the pavement to the depth specified in the plans. The surface of the pulverized pavement prior to the application of cement must be at an elevation so that, when processed and recompacted to the required density, the final elevation will match the approved elevation. Overlap pulverization passes at least 6 inches between longitudinal joints and 2 feet between transverse joints. The pulverized material must have 100% passing the 3-inch sieve. Gradation of the material will be accepted by visual inspection. If the pulverized pavement does not contain enough fine material to achieve compaction, additional material can be added on top of the subgrade or from below from deeper pulverizing, if approved by the Engineer.

Document the existing pavement thickness every 0.1 mile in each lane. Submit this documentation to the Department.

Notify the Engineer of any poor quality subbase materials (e.g., soft spots, clays, silts, organic materials) as they are encountered.

If traffic is allowed on the surface prior to the CRABS process and after initial pulverization, shape and compact the pulverized material before the CRABS mixing process.

C. CRABS Process.

Furnish portland cement in bulk. Add the cement to the pulverized material using a mechanical spreader at the rate specified in the plans +/- 5 percent. Synchronize the application rate with the machine speed to provide uniform application. Spread the cement in a dry state and do not allow blowing of the cement. Upon approval of the engineer, slurry cement application may be used.

After spreading the portland cement, mix the cement with the pulverized material to obtain the required depth and width. Start mixing cement within 30 minutes of placement. Distribute only as much portland cement as can be mixed and compacted within the same working day.

Use a road mixing machine (pugmill, auger, or cross-shaft mixer) capable of providing a uniform homogeneous mixture. Introduce the water through the mixing machine using a metering device. Add the correct quantity of water to produce a mixture within 3% of optimum moisture content for compaction. Do not allow water leakage from equipment. Do not add excessive water. Mix the existing pulverized pavement, base, and cement to the full depth as specified.

More than 1 pass of the mixer may be required. Introduce water with the final mixing pass.

Ensure and document the mixing thickness every 0.3 mile in each lane.

Provide continuous grade and cross-slope control including surveying (blue topping or confidence points to verify the DTM model).

It is expected that the pulverized material will swell 15 to 30 percent before compaction. Construct the cross slope as shown in the approved DTM surface . Adjustments may be required to the existing roadway profile to provide a consistent grade and to avoid adding new material or wasting existing material. If necessary, reestablish the roadway profile and cross slopes to provide a roadway section that is consistent with the typical section. Obtain approval for any modifications to the approved DTM surface. For CRABS Class II work, the grades in the Department-provided gradebook may be adjusted to avoid adding new material or wasting existing material upon approval.

Account for swell in the grading operation that may leave the processed surface above the adjacent surface. Incorporate all pulverized material into the CRABS layer. Shape and finish the CRABS surface without adding new material or wasting existing material.

Grade designated shoulder material to a location and elevation on the shoulder that is below the top of the CRABS layer. Do not use cement-treated material for shoulder material.

Place windrow material designated for removal adjacent to, but outside the limits of pulverization. Dispose of material following final shaping and before application of cement.

Use a motor grader, mechanical spreader, paver, or grade trimmer to shape the mixture.

For the compaction train, include at least 1 rubber-tired roller, 1 vibratory roller, and 1 vibratory pad-foot soil compactor. Use compaction equipment and/or rolling methods to produce the required compaction without damaging the work.

The vibratory soil compactor will have a minimum centrifugal force of 15 tons, minimum drum width of 60 inches, and minimum pad height of 3½ inches. Use the vibratory pad-foot soil compactor after the cement has been mixed.

Perform all other final process rolling and blading after completion of the vibratory pad foot operation.

Establish a roller pattern using in-place density from an uncorrected nuclear gauge in accordance with FOP for AASHTO T 310 Method A Modified. Use the roller pattern as a standard from which to measure compaction. Compaction is achieved when additional roller passes add no more than 0.5 pound per cubic feet to the previous in-place density. Ensure a “false break” or leveling-off point is not used for compaction density. Reestablish a new roller pattern when mixture properties change and at least every 7,200 square yards of finished surface.

Perform grading and rolling without wasting material.

Accomplish all shaping, final process rolling and associated blading within 2 hours of the initial blending of the cement and water. Do not use vibratory rollers on the CRABS surface beyond the 2 hours after the addition of water and cement.

Cure completed CRABS material by applying a prime coat or another approved sealing membrane or by keeping the processed and compacted material visibly moist until the first lift of plant mix is applied. The method of curing must be included in the submitted plan of operations for CRABS. If prime coat or another approved sealing membrane is used, apply as soon as possible once the CRABS material can support the weight of the application equipment without causing damage to the completed CRABS

surface. Keep the CRABS surface continuously moist until the application of the curing material. Do not apply prime coat to the completed CRABS surface if standing water is present.

If prime coat or another approved sealing membrane is used to cure the CRABS the Engineer will approve the proper application rate. The application rate of the prime coat or sealing membrane may be adjusted for proper application and sealing of the CRABS surface as approved by the Engineer. Allow the prime coat or sealing membrane to dry before construction equipment or traffic is allowed on the surface. If construction equipment needs to travel on the surface before the prime coat or sealing membrane is dry, clean dry blotter sand can be applied to the surface to prevent tracking or damage to the surface. Repair tracking or damage to the tack coat at no additional cost to the Department.

Pave over the CRABS as soon as possible following compaction and within 48 hours after the introduction of cement and water to the CRABS. If the CRABS surface is protected and being properly cured, the 48 hour timeline can be extended if approved by the Engineer.

Tight-blading and static rolling may be required before applying the initial lift of plant mix due to surface deformation, raveling, or other irregularities. Ensure there is no loose material on the CRABS surface at the time of plant mix paving. After paving, blade the roadway shoulders to provide a uniform appearance.

308.04 Method of Measurement.

Pulverized existing surface and CRABS will be measured by the square yard.

Portland cement will be measured by the ton using certified weights indicating the truck and trailer number, tare weight, gross weight, net weight, and date. When the measurement of Portland cement is based on certified weight certificates, the following will apply:

1. An occasional loaded transporting vehicle will be weighed on a local certified scale and a copy of the weight certificate will be submitted before the discharge of material. The Engineer will determine when loaded transporting vehicles will be weighed.

2. At the Engineer's request, randomly selected, empty transporting vehicles may be weighed on a local, certified scale able to produce a scale ticket for the Engineer's documentation and verification.

For discrepancies between the weight certificates and weights obtained at the project site, the Engineer will be the sole judge in determining the quantity of portland cement used.

308.05 Basis of Payment.

The Department will pay for acceptable quantities as follows:

Pay Item	Pay Unit
Pulverize Existing Surface	SY
Cement Recycled Asphalt Base Stabilization Class ___	SY
Portland Cement	Ton
Prime Coat	Gallon

The following work is incidental, and the cost included in the CRABS contract pay items including:

1. Stripping and disposing of unsuitable materials.
2. Grade control work.
3. Additional required pulverization and mixing passes.
4. Brooming.
5. Grading, rolling, and shaping.
6. Mixing water and water required to keep the CRABS surface moist for shoulder dressing.
7. Blade the shoulders to be smooth and at a uniform slope leaving no clumps or debris.

ON PAGE 242, TABLE 409.01.A - CLASSIFICATION

Delete Table 409.01-1 and replace with the following:

Table 409.01-1 – Basic Mix Design Parameters

Concrete Class in 100 psi (28 or 56 Day) (a) (b) (g)(h)	Minimum Cementitious Content lb/yd^3 (c) (d) (e) (f)	Water to Cement Ratio	Slump in	Air Content Percent
45	600	0.42 maximum	2 maximum	4 - 7

(a) The class of concrete is the specified compressive strength when using the applicable tests as specified in 409.02.
(b) A design value of 5,600 psi is specified to achieve the specified compressive strength.
(c) Cementitious is cement plus secondary cementitious material (SCM).
(d) It may not always be possible to produce concrete of the required strength using the minimum cementitious contents. No separate payment will be made by the Department for additional cementitious material required to meet specified strength.
(e) Use SCM as specified in 714.
(f) It may not always be possible to produce concrete using the minimum SCM content that will ensure mortar bar expansion does not exceed the standard limit when tested in accordance with CRD C 662 or ASTM C 1293. If additional SCM is needed to meet mortar bar expansion requirements, the Contractor may add it to the mix without a corresponding increase in cement provided the strength requirements are met. Obtain approval to add lithium or other mitigating measures to meet the mortar bar expansion requirement. A separate payment will not be made by the Department for additional cementitious material required to meet the specified compressive strength.
(g) Concrete class designated as Class F will contain SCM. Minimum SCM content varies by product, for fly ash and slag cement (slag) minimum content is 20% by weight of total cementitious material. Fly ash will not exceed 25% of total cementitious material. Slag will not exceed 35% of the total cementitious material. Ternary and quaternary blends will contain at least 20% SCM. Total SCM content will not exceed 50%.
(h) When using blended cements, the strength development may take longer than it would have with ordinary portland cements. If the schedule allows, designing the mix for 56-day strength will allow for a reduced cement content to reduce the potential for shrinkage cracking.

ON PAGE 242, 409.01.B – ACCEPTANCE

Add the following after the second sentence in the first paragraph:

> Strength is accepted based on the results of the 28-day, or 56-day compressive strength tests, if needed, as determined in accordance with AASHTO T 22.

Delete the second paragraph and replace with:

> When the 28-day or 56-day strength for a test falls below the specified strength, concrete represented by that test is subject to rejection or a price reduction.

ON PAGE 243, 409.01.B – ACCEPTANCE

Add the following to the end of the first sentence of the third paragraph:

> … , or 70 calendar days for the 56-day strength.

Delete the second sentence of the third paragraph and replace with:

> Cores obtained after 42 or 70 calendar days will only be acceptable to the Engineer when the Contractor submits a correlation curve developed by a Department approved independent testing laboratory to relate strength at the actual test age to 28-day or 56-day strength for a particular class and design mix represented by cores.

Delete the second sentence of the last paragraph and replace with:

> If results of 7-day strength tests are low or show a downward trend, predicting concrete may not meet the specified 28-day or 56-day strength, make corrective changes.

ON PAGE 243, 409.01.B – ACCEPTANCE

Delete the second sentence of the last paragraph and replace with:

> The Department will provide the 7-day break data to the Contractor. If results of 7-day strength tests are low or show a downward trend, predicting concrete may not meet the specified 28-day or 56-day strength, make corrective changes.

ON PAGE 244, TABLE 409.02-1 – CHARACTERIZING EFFECTIVENESS OF MITIGATION IN CONCRETE

Add the following after “CRD C662” in the Title:

> “or ASTM C1567”.

ON PAGE 245, 409.02 - MATERIALS

Delete the reference to standard test method AASHTO T 23 and replace with the following:

Standard Practice for Making and Curing Concrete Test Specimens in the Field
(Except use single use molds made of plastic) ……..... AASHTO R 100

ON PAGE 247, 409.03.A - PROPORTIONING

Delete "CRD-C 662CRD-C 662" from the first sentence of the last paragraph on the page.

ON PAGE 251, 409.03.D - MIXING AND DELIVERING

Under Item 10, delete "85°F" and replace with "90°F".

ON PAGE 252, 409.03.F.3 - TEMPERATURE LIMITATIONS

Delete the text in Item 3 and 4 and replace with the following:

3. Do not place concrete if the concrete temperature is greater than 90°F. Do not place concrete when the evaporation rate is greater than 0.15 pounds per square foot per hour when tested in accordance with Idaho IT 133. Submit for acceptance an evaporation and curing plan as described in 409.03.M. If the evaporation rate approaches 0.15 pounds per square foot, implement the accepted evaporation and curing plan. Admixtures can be used to extend delivery times and revolutions if noted in the mix design with the approval of the Engineer. Night or early morning placement may be necessary to avoid excess evaporation. Ice used as part of the mixing water must be completely melted by the time the mixing is completed.
4. Do not place concrete against any surface with a temperature less than 32°F or greater than 90°F.

ON PAGE 259, 409.03.M - COLD WEATHER CONCRETING WORK PLAN

Replace section name with:

M. Cold and Hot Weather Concreting Work Plans

ON PAGE 260, 409.03.M - COLD WEATHER CONCRETING WORK PLAN

Add the following hot weather information to the end of the section.

Submit for approval a hot weather concreting work plan, also known as an evaporation and curing plan, when ambient temperatures are likely to be above 85°F during placement or when the evaporation rate could potentially approach 0.15 pounds per square foot due to wind and other factors. At no time can the concrete temperature or evaporation rate exceed the limitations specified. The plan may include development of a concrete mixture and a detailed plan for mixing, transporting, placing, protecting, curing and testing of concrete. Precautions must be made to avoid thermal cracking or deleterious effects to the concrete due to high temperatures. Retempering is not allowed.

Use of established mathematical and empirical models will be required.

Evaporation retardant must be on hand and available for use as an emergency protection when the curing operation is delayed. Do not use evaporation retardant as a finishing aid. Evaporation retardant material and use must be addressed in the Contractor's evaporation and curing plan.

ON PAGE 262, 409.05 – BASIS OF PAYMENT

Add the following prior to the second paragraph beginning with "Drilling holes…"

The Department will pay for concrete in two payments. The Department will pay for 50% of the quantity of concrete placed at the contract price per square yard after placement. Upon acceptance of the material, the remainder will be paid, plus or minus adjustments for strength and thickness. No payment will be made for removal and replacement of rejected material.

ON PAGE 301, 502.01.A - CLASSIFICATION

Delete Table 502.01-1 and replace with:

Table 502.01-1 – Basic Mix Design Parameters

Concrete Class in (100 psi) (28 or 56 day) [a][i]	Minimum Cementitious Content lb/yd^3 [b] [c]	Maximum Cementitious Content lb/yd^3	Maximum Water Cement Ratio	Air Content Percent
65 and greater, Self-consolidated concrete [d][e][f][g]	660	NA	0.42	0-6.0
45 to less than 65 [d][e][f][g]	560	710	0.44	0-6.0
35 to less than 45 [d][e][f][g]	470	615	0.44	0-6.0
30	470	570	0.50	6.5±1.5
Seal Concrete	660	N/A	0.60	0 - 6.0
Mass Concrete[d][e][g][h]	560	N/A	0.44	0-6.0

a) Numerical part of class designation is the specified compressive strength when using the applicable tests as specified in 502.02.

b) Cementitious is cement and secondary cementitious materials (SCM).

c) It may not always be possible to produce concrete using the minimum SCM content that will ensure mortar bar expansion does not exceed the standard limit when tested in accordance with CRD C 662 or ASTM C 1293. If additional SCM is needed to meet mortar bar expansion requirements, the Contractor may add it to the mix without a corresponding increase in cement provided the strength requirements are met. Obtain approval to add lithium or other mitigating measures to meet the mortar bar expansion requirement. A separate payment will not be made by the Department for additional cementitious material required to meet the specified compressive strength.

d) Concrete designated as Class A will have an air content of 6.5 plus or minus 1.5 percent.

e) Concrete designated as Class C will have a maximum water cement ratio of 0.40, water reducer required, and air content of 6.5 plus or minus 1.5 percent.

f) Concrete designated as Class F will contain SCM. Minimum SCM content varies by product; for fly ash and slag cement (slag) minimum content is 20% by weight of total cementitious material. Fly ash will not exceed 25% of total cementitious material. Slag will not exceed 35% of the total cementitious material. For silica fume, minimum content is 7.5% by weight of total cementitious material. Silica fume will not exceed 10% of the total cementitious material. Ternary and quaternary blends will contain at least 20% SCM. Total SCM content will not exceed 50%.

g) Provide SCM meeting the requirements of 714.

h) Use only Type I, II, IL, IP or IS cements. Any combination of slag or Class F fly ash. Class C may be used with a maximum substitution of 20%. Maximum total substitution of SCM must not exceed 50%, including the amount of blended cement. Water reducing or retarding admixtures may be used to aid in air entrainment. Non-chlorine accelerators are allowed.

i) When using blended cements, the strength development may take longer than it would have with ordinary portland cements. If the schedule allows, designing the mix for 56-day strength will allow for a reduced cement content to reduce the potential for shrinkage cracking.

ON PAGE 302, 502.01.B – ACCEPTANCE

Add the following after the second sentence in the first paragraph:

> Strength is accepted based on the results of the 28-day, or 56-day compressive strength tests, if needed, as determined in accordance with AASHTO T 22.

Add the following sentence to the end of the first paragraph:

> When the 28-day or 56-day strength for a test falls below the specified strength, concrete represented by that test is subject to rejection or a price reduction. Make approved corrective changes if results of 7-day strength tests are low or show a downward trend predicting concrete may not meet the specified 28-day or 56-day strength.

ON PAGE 302, 502.01.A - CLASSIFICATION

In the first sentence of the last paragraph, delete "303" and replace with "380".

ON PAGE 303, 502.01.B – ACCEPTANCE

Delete the following from the first sentence of the second paragraph:

> ...at no additional cost to the Department

Add the following to the end of the first sentence of the third paragraph:

> … , or 70 calendar days for the 56-day strength.

Delete the second sentence of the third paragraph and replace with:

> Cores obtained after 42 or 70 calendar days will only be acceptable to the Engineer when the Contractor submits a correlation curve developed by a Department approved independent testing laboratory to relate strength at the actual test age to 28-day or 56-day strength for a particular class and design mix represented by cores.

Add to the end of the fourth full paragraph starting with "The Engineer and the Contractor…"

> When results of the drilled core testing indicates passing results, the cost to perform the coring and testing will be borne by the Department or its representatives.

ON PAGE 304, 502.01.B – ACCEPTANCE

Delete the second sentence of the first paragraph and replace with:

> The Department will provide the 7-day break data to the Contractor. Make approved corrective changes if results of 7-day strength tests are low or show a downward trend predicting concrete may not meet the specified 28-day or 56-day strength.

ON PAGE 304, Table 502.02-1 – CHARACTERIZING EFFECTIVENESS OF MITIGATION IN CONCRETE

Add the following after "CRD C662" in the Title:

"or ASTM C1567".

ON PAGE 305, 502.02 - MATERIALS

Delete the reference to standard test method AASHTO T 23 and replace with the following:

Standard Practice for Making and Curing Concrete Test Specimens in the Field
(Except use single use molds made of plastic) ……..... AASHTO R 100

Delete test method "Determining the Percentage of Fracture of Coarse Aggregate".

ON PAGE 306, 502.02 - MATERIALS

Add the following to the list of test methods:

Standard Test Method for Determination of Length of Change of Concrete Due to Alkali-Silica Reaction..... ASTM C 1293

ON PAGE 311, 502.03.D.10 - MIXING AND DELIVERY

Delete Item 10 and replace with the following:

10. Do not place concrete when the concrete temperature is below 50°F. Do not place concrete if the concrete temperature is greater than 80°F for bridge decks or when placing concrete where the least dimension is greater than 3.0 feet; otherwise, the concrete temperature must not exceed 85°F. The concrete temperature must not exceed 85°F at the time of placement for precast members. Refer to 502.03.F.4 for temperature limitations with massive placements. When placing flatwork, do not place concrete when the evaporation rate is greater than 0.15 pounds per square foot per hour when tested in accordance with Idaho IT 133. Submit for acceptance an evaporation and curing plan as described in 409.03.M if the concrete temperatures are anticipated to approach the temperature limitations specified or if the evaporation rate is anticipated to approach 0.15 pound per square foot for flatwork. Implement the accepted evaporation and curing plan when appropriate based on the actual concrete temperature and evaporation rates. Admixtures can be used to extend delivery times and revolutions if noted in the mix design with the approval of the Engineer. Night or early morning placement may be necessary to avoid excess evaporation. Ice used as part of the mixing water must be completely melted by the time the mixing is completed.
11. Do not place concrete against any surface with a temperature less than 32°F or greater than 90°F.

ON PAGE 308, TABLE 502.03-3 – STRENGTH VALUE

Delete Table 502.03-3 and replace with:

Table 502.03-3 – Strength Value

Concrete Class	Location	Design Mix Strength
Specified Strength 3,000 psi thru 5,000 psi	Concrete, except cast in-place girders	Specified Strength +1,200 psi
	Cast-in-place girders	Specified Strength + 1,600 psi
Specified Strength over 5,000 psi	Concrete	1.1 x Specified Strength + 700 psi

ON PAGE 312 AND 313, 502.03.E.3.a(6) - FALSEWORK AND FORMS

Delete item (6), including the "Note", and replace with the following:

(6) For applying the lateral pressure formulas, columns are defined as elements with no plan dimension exceeding 6.5 feet. Walls are defined as vertical elements with at least 1 plan dimension greater than 6.5 feet.

ON PAGE 317, 502.03.E.5 - REMOVAL OF FALSEWORK AND FORMS

Replace the first paragraph with the following:

Perform maturity testing in accordance with ASTM C1074 or field-cured cylinder testing to determine compressive strength for form removal and loading.

ON PAGE 317 AND 318, 502.03.E.5 - REMOVAL OF FALSEWORK AND FORMS

Correct formatting by replacing Table 502.03-5 with:

Table 502.03-5 – Form and Falsework Removal and Loading of Concrete

Part 1: **Removal of Forms and Falsework Structural Element**	**Minimum Days** [a] [b] [f]	**Percent of Design Strength** [e]
Side forms for: footings, abutment caps, pier caps, traffic and pedestrian barriers, end diaphragms, intermediate diaphragms, sleeper beams, moment slabs, and other side forms not supporting the concrete mass	1	—
Columns, abutment backwalls, and retaining walls	3	50
Cantilever bridge deck sidewalks	7	—
Bridge decks, top slabs of concrete box culverts or stifflegs [c]	10	80
Crossbeams, caps, box girders, T-beam Girders, and flat slab superstructures [c]	7	80
Signal, Luminaire, and Sign Support Foundations	7	80
Part 2: **Subsequent Loading [d] of Structural Element**	**Minimum Days** [a] [f]	**Percent of Design Strength** [e]
Footings and abutments	3	80
Approach slabs, sleeper beams, moment slabs, and bottom slabs of box girders with falsework in place	5	80
Columns and walls	5	100
Bridge decks, top slabs of concrete box culverts or stifflegs and other members	10	100
Signal, Luminaire, and Sign Support Foundations	7	100
Erecting girders on pier caps	7	100

(a) From the time of the last placement in the forms or falsework supports and excluding the days when the surrounding temperature is below 40°F for a total of 4 hours or more. Requirements in 502.03.G still apply. The Contractor will monitor the temperature during curing time by continuous recording thermometers.
(b) Do not remove forms until the concrete has sufficient strength to prevent damage to the surface or cause over stressing of the concrete.
(c) Where continuous spans are involved, the time for spans will be determined by the last concrete placed.
(d) Except loads from formwork and reinforcing steel of further concrete placements.
(e) Standard concrete mix designs may not achieve strength in the minimum days shown.
(f) 1 day is 24 hours.

ON PAGE 322, 502.03.G.1 - COLD WEATHER CONCRETING

Delete items b and c, and renumber the remaining items in alphabetical order.

ON PAGE 323, 502.03.H - HOT WEATHER CONCRETING

Delete the first sentence of the first paragraph and replace with:

> Submit for acceptance an evaporation and curing plan as described in 409.03.M.2 if the concrete temperatures are anticipated to approach the temperature limitations specified or if the evaporation rate is anticipated to approach 0.15 pounds per square foot per hour for flatwork.

ON PAGE 328, 502.05.1 – CONCRETE

Delete the first two full sentences of the first paragraph and replace with:

> The Department will pay for concrete of the class and schedule specified in two payments. The Department will pay for 50% of the quantity of concrete placed at the contract price per cubic yard or square yard after placement. Upon acceptance of the material, the remainder will be paid, minus adjustments for strength. No payment will be made for removal and replacement of rejected materials.

ON PAGE 329, 502.05.6 - SURFACE RESISTIVITY PRICE ADJUSTMENT

Delete the first full sentence and replace with the following:

> The Department will pay the price adjustment to the contract unit price for each lot of Schedule No. 2 concrete meeting the surface resistivity requirements in Table 502.05-2 when measured using AASHTO T 358 at 28 calendar days.

Change the number of the table to: “502.05-2”

ON PAGE 330, 503.03.B - PROTECTION OF MATERIAL

Remove the 4th sentence and replace with the following:

> Do not flame cut reinforcing steel.
>
> Prevent condensation from forming on the bars. Store and cover epoxy-coated metal reinforcement off the ground to protect them from sunlight, salt spray, and weather exposure. Do not drag or drop epoxy-coated reinforcing steel. Repair coating cracks, abrasions, chips, and bond loss before oxidation appears on the bar surface.

ON PAGE 331, 503.03.D - PLACING AND FASTENING

Add the following after the fifth sentence of the 1st paragraph:

> Locate supports at least 1.5 times the maximum aggregate size or 2 inches, whichever is greater, from formed corners to allow for concrete consolidation around the supports.

ON PAGE 333, 503.03.E - SPLICES

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

> Make one tension test specimen splice to represent each lot of bars spliced at the project site and submit to a qualified lab for testing. Submit test results to the Engineer before installation.

Delete criteria 2 of the sixth paragraph and replace with:

2. Slippage for AASHTO M 31 Grade 60 bars within a splice sleeve is limited to a maximum of 0.01 inches for bar sizes up to No. 14, and 0.03 inches for No. 18 bars. Measure the slippage between gauge points clear of the splice sleeve. Take measurements in accordance with ASTM A1034.

ON PAGE 333, 503.05 - BASIS OF PAYMENT

Add the following to the end of the pay item list:

> Metal Reinforcement, Type W…….lb

ON PAGE 335, 504.01.F - SHOP PLANS

Add the following after the last sentence of the first paragraph:

> If the girder top flange or web is to be used to support the deck forms or screed machines, show the method and location of support in the girder shop drawings for approval prior to fabrication.

ON PAGE 338, 504.03.D - FIT AND BEARING

Replace all instances of “mill” with “finish”

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

> Finish bearing stiffeners so they will bear evenly against the flange in accordance with ANSI/AASHTO/AWS D1.5 Section 5.5.9.

ON PAGE 342, 504.03.L.1 - BOLTED CONNECTIONS

Delete the first paragraph and replace with:

> General. High-strength bolted connections are slip critical. Provide galvanized Type 1 bolts and galvanized Direct Tension Indicators (DTIs) for painted structures. Provide Type 3 bolts and Type 3 Direct Tension Indicators (DTIs) for weathering steel structures.

Delete the fifth paragraph.

ON PAGE 343, 504.02.L.1 - GENERAL

In the third paragraph, delete item “a.” and replace with the following:

a. The complete fastener assembly, including lubrication if required, to be used in the work satisfies the proof load requirements specified in ASTM F3125 Table 5.

ON PAGE 344, 504.02.L.1 - GENERAL

Delete the second paragraph starting with “When bolts…”, and delete Table 504.03-2 – Bolt Tension.

ON PAGE 344, 504.03.L.2 - TIGHTENING METHODS

Delete the first sentence and replace with:

> Tightening Methods. Tighten using the DTI method. Turn-of-nut method requires prior approval.

ON PAGE 344, 504.03.L.2.a.(2) - BOLT TENSION

Add the following to the end of section (a):

> Modify the verification test procedure as follows: the maximum number of spaces in which the 0.005 inch gage is refused is the number of spaces on the washer minus one.

Add the following section after section (b):

> (c) Tension all bolts and inspect all DTIs with a feeler gage, in the presence of the Engineer. Install DTIs with a minimum of a two-person crew, with one individual preventing the element at the DTI from turning and a second individual measuring the gap of the DTI to determine the proper tension of the bolt.

ON PAGE 346, 504.03.M.2 - PREHEATING

Delete ", Section 4" from the sentence.

ON PAGE 347, 504.03.M.3 – WELDING PROCEDURES

Delete ", Sections 5.7 and 5.12" from the last sentence of the first paragraph.

ON PAGE 347, 504.03.M.4 - FILLERS

Delete "Table 4.2" from the sentence.

ON PAGE 348, 504.03.M.6.b - RADIOGRAPHIC INSPECTION

Add the following to the end of the paragraph:

> Provide an inspection report in digital format that includes a full set of radiographic digital images per AWS D1.5 Ch 8.12.3. Phased array ultrasonic testing (PAUT) is not allowed as a replacement for radiographic inspection.

ON PAGE 352, 505.03.B - HELMET ASSEMBLY

Delete the 3rd sentence and replace with the following:

> Provide a pile hammer helmet assembly (strike plate, hammer cushion, drive cap base, and pile insert or pile adapter) that is approved by the pile hammer manufacturer and sized for the pile hammer. Field fabricated pile hammer components are not acceptable.

ON PAGE 357, 505.05 - BASIS OF PAYMENT

Delete the second paragraph of Section 505.05 and replace it with the following:

> Splice steel pile before driving: the Department will pay for up to 1 splice per pile if the estimated pile lengths are 60 feet or longer. Splice steel pile during driving: the Department will pay for up to 1 splice per pile for estimated pile lengths from 60 up to 100 feet and up to 2 splices per pile for estimated pile lengths that are greater than 100 feet.

ON PAGE 373 AND 374, TABLE 510.02-2 - LATEX-MODIFIED CONCRETE PROPERTIES

Modify the formatting of Table 510.02-2 as follows:

Table 510.02-2 – Latex-Modified Concrete Properties

Mix Design Item	Requirement
Cement content	660 lb/yd^3
Latex emulsion admixture	25 gal/yd^3
Approx. added water [(a)], including free moisture in the FA & CA	150 lb/yd^3
Air content, percent of plastic mix	0 - 6.5
Slump[(b)]	4 - 6 in
Percent fine aggregate as percent of total aggregate by weight (rounded CA)	55 ± 5
Percent fine aggregate as percent of total aggregate by weight (crushed CA)	60 ± 5
Weight ratio of cement-FA-CA- (rounded CA)[(c)]	1:2.5:2.0 dry basis
Weight ratio of cement-FA-CA- (crushed CA)[(c)]	1:2.7:1.8 dry basis
28-day compressive strength (Minimum)	4,000 psi

(a) This is in addition to the latex. Adjust the water added to control the slump and to produce net water-cement ratios of 0.35 to 0.40 by weight.
(b) Measure the slump 4 to 5 minutes after discharge from the mixer or immediately ahead of the finisher.
(c) The Contractor may adjust the dry-weight ratios within limits as approved. The Contractor may increase the FA ratio by as much as 0.2 if the CA is reduced by an equivalent amount.

ON PAGE 373, TABLE 510.02-2 - LATEX-MODIFIED CONCRETE PROPERTIES

Delete “Cement Content” and replace with “Cementitious Content (Cement + SCM)”.

ON PAGE 374, TABLE 510.02-3 - SILICA FUME CONCRETE PROPERTIES

Delete “Cement Content” and replace with “Cementitious Content (Cement + SCM)”.

Delete “Course” from “Course Aggregates” and replace with “Coarse”.

ON PAGE 377, 510.03.E - PLACING AND FINISHING

Add the following to the end of the first paragraph:

Remove any plastic sheeting prior to placement of bonding coat.

Delete “visqueen” from the first paragraph and replace with “plastic sheeting”.

ON PAGE 381, 511.01.B.3 - SUBMITTALS

Add the following after item “f”:

g. Submit a quality control plan for acceptance.

ON PAGE 384, 511.03.A - SURFACE PREPARATION

Delete the second paragraph and replace with:

For structure rehabilitation, remove foreign materials from the concrete surface before applying waterproofing system. Repairs and patches must be fully cured before applying waterproofing. Prepare the surface according to an accepted quality control plan.

ON PAGE 384, 511.03.B.1 - TYPE C APPLICATION OF PENETRATING WATER REPELLENT SYSTEM

Delete the word “sandblasted” from the third sentence of the first paragraph and replace with “prepared”.

ON PAGE 389, 511.04 - METHOD OF MEASUREMENT

Replace the first sentence with the following:

The Engineer will measure acceptably completed work by the square yard based on plan quantity.

ON PAGE 400, TABLE 522.02-1 - CDF MIXTURE PROPERTIES

Delete Table 522.02-1 and replace with the following:

Table 522.02-1 – CDF Mixture Properties[1]

	MIN. CEMENT CONTENT (LB/CY)	FLY ASH (CLASS F) OR SLAG CONTENT (LB/CY)	MAX WATER TO CEMENTITIOUS RATIO	FINE AGGREGATE (SSD) (LB/CY)	COARSE AGGREGATE (SSD) (LB/CY)	SLUMP[4] (INCH)	AIR[4] CONTENT (%)
Flowable Fill	50	0-260	2.0	1300-3000	0-2500[2]	6-8	0-15
Low Flowability Fill	100	- -	4.0	1300-2000	1300-1900[3]	0-2	0-5

Notes:

1. Refer to ACI 229R for guidance.
2. 3/8 inch to No. 4 according to ASTM C33, or pea gravel.
3. ¾ inch according to ASTM C33.
4. Provided for guidance.

ON PAGE 418, 553.02 – MATERIALS

Replace the 5th sentence in the 2nd paragraph with the following:

> If the aggregate type is not specified in the plans, provide calcined bauxite aggregate.

ON PAGE 426, 565.01 - DESCRIPTION

Delete last sentence of the first paragraph and delete the 2 products listed.

ON PAGE 426, 565.02 - MATERIALS

Delete entire section and replace with:

> Provide premeasured polymer asphalt expansion joint binder material, aggregate, backer rod (closed cell foam expansion joint filler), bridging plate, and location spikes in accordance with ASTM D6297.

ON PAGE 429, 566.03 - CONSTRUCTION REQUIREMENTS

Add new first paragraph:

> Ensure the compression seal manufacturer's representative is present during the first installation of each joint type.

ON PAGE 430, 567.03.B - INSTALLATION

Delete the first sentence of the first paragraph and replace with:

Install the expansion joint as specified, per the approved shop drawings and manufacturer's instructions.

ON PAGE 435, 569.01 - DESCRIPTION

Replace the first sentence with the following:

Remove and dispose of existing expansion joint system and deck to the limits specified.

ON PAGE 435, 569.03 - CONSTRUCTION REQUIREMENTS

Replace the second paragraph with the following:

Remove and dispose of existing expansion joint headers, steel armor angles, sliding plates, embedded hardware, joint seals, and concrete within the specified removal limits so the concrete is not damaged beyond the limits shown.

Replace the last sentence of the third paragraph:

Repair damage to existing reinforcement, concrete overbreak, or other damage outside the limits specified in accordance with 582.03 at no additional cost to the Department.

ON PAGE 437, 574 – ANTI-GRAFFITI COATING

Delete the entire section and replace with:

SECTION 574 - ANTI-GRAFFITI COATING

574.01 Description.

Provide anti-graffiti coating on concrete surfaces.

A. System Types. Use one of the following system types:

(1) Type 1 Chemical Removal. Coatings that are chemically resistant that allow for the removal of graffiti with solvent or chemical graffiti removers.

(2) Type 2 Water Cleanable. Coatings that allow for graffiti removal with a high-pressure water wash.

574.02 Materials.

Provide a clear or pigmented anti-graffiti coating system. Use an aliphatic urethane system with a clear finish for the anti-graffiti system topcoat. Use a permanent anti-graffiti coating for the protection of raw concrete substrates. Provide color pigment of base or sealer coat that meet the following requirements:

Table 574.02-1 Type 1 Chemical Removal		
Property	Requirement	Test Method
Graffiti Resistance	Cleanability Level: 8, 9, or 10	ASTM D6578
	Recleanability: Min. 10 cycles	

Table 574.02-2 Type 2 Water Cleanable		
Property	Requirement	Test Method
Graffiti Resistance	Cleanability Level: 1	ASTM D7089
	Recleanability: Min. 10 cycles	

Provide coatings and primers from the same manufacturer. Ensure removal products do not damage or cause pigment loss of the coating.

1. Submittals:

    a. Provide accredited laboratory test reports, performed within three years of submittal, demonstrating conformance with Tables 574.02-1 or 574.02-2.

    b. The manufacturer's safety data sheet (SDS) for each of the components.

    c. The manufacturer's current product data sheets and installation instructions for the product.

Allow five business days for review and approval of submittals and resubmittals.

574.03 Construction Requirements.

Prepare surfaces to be coated by sandblasting to ensure surface is clean and free from foreign substances per manufacturer's instructions.

Apply base or sealer coat to the concrete surfaces. Apply anti-graffiti coating in accordance with manufacturer's installation instructions. Submit the guarantees and warranties.

Coat exposed surfaces of designated concrete superstructures, substructures, retaining walls, MSE walls, and coping to a line one foot below finished grade. Cover exposed bridge and wall surfaces except the deck and the underside of the deck surfaces.

574.04 Method of Measurement.

The Engineer will measure acceptably completed work by the square foot.

574.05 Basis of Payment.

The Department will pay for acceptable quantities at the contract unit price as follows:

Pay Item	Pay Unit
Anti-Graffiti Coating, Ty ____	SF

Surface preparation is incidental.

ON PAGE 439, 576.02.A - SUBMITTALS

Delete the following sentence:

> Provide certifications bearing the notarized signature of a manufacturer's representative having quality control responsibility.

ON PAGE 446, 578.02 - MATERIALS

Revise the second sentence in the second paragraph:

> Provide reinforcing steel meeting AASHTO M31, Grade 60S or Grade 80S.

In the third sentence of the second paragraph, delete "ASTM A497" and replace with "AASHTO M 336".

ON PAGE 446, 578.03 - CONSTRUCTION REQUIREMENTS

Delete the last sentence of the second paragraph and replace with:

> Provide box culvert dimensional tolerances in accordance with ASTM C1577, Section 12. Provide three-sided frame dimensional tolerances in accordance with ASTM C1504, Section 11.

ON PAGE 454, 582.02.A - PREPARATION OF CONCRETE SURFACES

Delete item 6.

ON PAGE 455, 582.03 - CONSTRUCTION REQUIREMENTS

Replace A through D with the following:

A. Preparation of Concrete Surfaces.

Mark out and score removal areas to a depth of ½-inch with a dry concrete saw to form faces perpendicular to the surface. Angle the sawcut or adjust the sawcut depth as needed to avoid penetrating other bridge elements or damaging existing metal reinforcement.

Remove unsound concrete using jackhammers with a nominal rating of 15 pounds or less and held at an angle of 45° or less from the concrete surface. Do not remove concrete within ½-inch of girder bearing systems, including neoprene pads or lead plates, between the bearing seat and 4 inches above the bottom of abutment and pier caps. Notify the Engineer if unsound concrete is found within

½-inch of the girder bearing system. If any reinforcement is or becomes exposed during the removal and the bond between concrete and reinforcement is destroyed, remove deteriorated, loose, or unsound concrete to a minimum depth of ¾-inch behind the bar or to the depth of sound concrete, whichever is greater. Exercise care to prevent additional damage or debonding of metal reinforcement in adjacent concrete areas.

After concrete removal, sandblast the cavity and the surrounding concrete area to remove dirt, oil, grease, paint, corrosion deposits, dust, laitance, and bond inhibiting materials. Prepare the cavity using mechanical scarification or additional sandblasting to provide a minimum surface profile of ± ⅛-inch.

Protect property and traffic from damage and flying debris during concrete removal and sandblasting operations.

B. Existing Reinforcing Steel.

Repair or replace damaged (cracked, broken, gouged, or deteriorated) metal reinforcement where the effective bar area is less than 75 percent of the original bar diameter. Embed and splice replacement bars as directed. Embed supplemental bars as directed.

Clean exposed reinforcing steel to remove dirt, oil, grease, paint, corrosion deposits, dust, laitance, and bond-inhibiting materials immediately prior to patch material placement. Protect cleaned metal reinforcement from the elements and from contamination.

C. Inspection.

Prior to mortar placement, allow the Engineer to inspect concrete areas after final surface preparation has been completed for approval. After allowing the mortar to set in accordance with the manufacturer's recommendations, sound the repaired areas with a sounding bar or hammer. The Engineer must be present during the sounding inspection. Remove and replace any unsound patches at no additional cost to the Department.

D. Finish.

Place mortar for each repair area in a single continuous pour or as directed. Match the texture of the existing surface and ensure the finished surface is flush with the existing surface. Immediately after removing forms, remove any excess mortar that has accumulated over an intended joint.

ON PAGE 473, 601.02 - MATERIALS

Add the following after "Ribbed Polyvinyl Chloride (PVC) Pipe":

Corrugated PE Pipe.....706.16
Ribbed PE Pipe 706.17

Add the abbreviation "(PP)" after "Polypropylene Pipe".

ON PAGE 475, 601.03.D - PLASTIC PIPE

Delete the fourth paragraph and replace with the following;

Test PE lines for leakage in accordance with ASTM F2164. A maximum leakage rate of 0.15 gallon per inch of pipe diameter per 100 feet of pipe length per hour is allowed.

Test PP lines for leakage in accordance with ASTM F2487. A maximum leakage rate of 0.15 gallon per inch of pipe diameter per 100 feet of pipe length per hour is allowed.

ON PAGE 492, 612.04 - METHOD OF MEASUREMENT

Add the following to the end of the last sentence in item "1":

", and short radius w-beam guardrail system"

Add the following after "...guardrail transitions, " in item "2":

"short radius w-beam guardrail system, "

ON PAGE 493, 612.05 - BASIS OF PAYMENT

Delete the second to last paragraph and replace with:

Miscellaneous guardrail or barrier components, including precast concrete barrier anchor pinning, are incidental to the guardrail or barrier pay items.

ON PAGE 495, 614.02 – MATERIALS

Add the following to the list of materials:

Preformed Expansion Joint Filler 704.1

ON PAGE 496, 614.05 – BASIS OF PAYMENT

Delete the last two paragraphs, starting with "Detectable...", and replace with:

If there is not an associated Excavation or Removal item, Excavation and Backfill are incidental to the associated pay item.

Detectable warning surfaces and preformed expansion joint filler are incidental to the associated pay item.

ON PAGE 497, 615.02 – MATERIALS

Add the following to the list of materials:

Preformed Expansion Joint Filler 704.1

ON PAGE 498, 615.05 – BASIS OF PAYMENT

Delete the last sentence and replace with the following:

Excavation, backfill, reinforcing steel, diluted emulsified asphalt for tack coat, and preformed expansion joint filler are incidental to the associated curb, gutter, curb and gutter, or traffic separator pay items.

ON PAGE 509, 619.02 - MATERIALS

Delete the following section references and replace with those listed below:

LED Luminaires. 713.04
Rigid Steel Conduit. 713.11
Plastic Conduit. 713.11
Concrete Junction Boxes. 713.11
Composite Junction Boxes 713.11
Electrical Conductors. 713.11

ON PAGE 515, 620.03.C - BACKFILLING & FINISHING

Delete the last paragraph starting with “Submit a contingency spill and prevention plan with ...”

ON PAGE 526, SUBSECTION 623.02 – MATERIALS

Add the following after the first paragraph:

The contractor has the option to use shotcrete in place of 509 concrete. Provide shotcrete meeting ACI 506R-16 Grading No. 2.

ON PAGE 526, SUBSECTION 623.03 – CONSTRUCTION REQUIREMENTS

Replace the first sentence with the following:

Construct as specified in 509, or as specified in ACI 506R-16 if using shotcrete.

ON PAGE 529, 626.02.A - TEMPORARY TRAFFIC CONTROL SIGNS

Add the following to the end of the section:

Do not use double-sided signs.

ON PAGE 529, 626.02.B - CHANNELIZING DEVICES

Add ", or cones" after "barricades" and delete ", or other channelizing devices" in the first sentence of the first paragraph.

ON PAGE 532, 626.03.A - GENERAL

Delete the phrase "As specified in 105.14.D," from the third sentence of the first paragraph.

ON PAGE 534, 626.04 - METHOD OF MEASUREMENT

Under Item 2, add ", cones" after "drums".

ON PAGE 535, 626.05 - BASIS OF PAYMENT

Add the following pay item, in alphabetical order:

Cones.....Each

ON PAGE 540, 627.03.C.1 - SURFACE PREPARATION

Delete "3.2.9" from the first paragraph and replace with "5.2.9".

ON PAGE 542, 627.03.C.4 - FIELD PAINTING AND REPAIR

Delete the first sentence of the first full paragraph and replace with:

Clean the erected exposed bolted areas, including remaining faying surfaces and bolts, and paint areas with exposed primer with intermediate and topcoat application.

ON PAGE 549, 630.05 - BASIS OF PAYMENT

Add the following to the end of the section:

Preparation of pavement surface before pavement marking application is incidental.

ON PAGE 553, 632.05 - BASIS OF PAYMENT

Add the following to the end of the section:

Debris containment, water treatment, disposal, cleanup, submittals, and other related work are incidental.

ON PAGE 557, 636-639 - RESERVED

Add new Section 636 and change the section heading to "637-639 RESERVED".

636 - DRAIN ROCK

636.01 Description.

Provide and place drain rock as shown on the plans.

636.02 Materials.

Provide material as specified in:

Drain Rock……711.01

636.03 Construction Requirements.

Place Drain Rock as specified on the plans or as directed.

636.04 Method of Measurement.

The Engineer will measure acceptably completed work by the cubic yard.

636.05 Basis of Payment.

The Department will pay for the accepted quantities at the contract unit price as follows:

Pay Item	Unit
Drain Rock	CY

ON PAGE 591, 656.03.B - TRAFFIC CABINET EVALUATION & TESTING

Delete the first paragraph and replace with:

Submit the cabinet wiring schematic, Malfunction Management Unit (MMU) jumper list, and the application programming for the control equipment for approval before fabrication begins.

ON PAGE 592, 656.03.B - TRAFFIC CABINET EVALUATION & TESTING

Add "(Gate 3 on Coffey St.)" after "Signal Shop" in the address.

ON PAGE 601, 675.01 - DESCRIPTION

Delete the last sentence.

ON PAGE 618, 701.01 - GENERAL REQUIREMENTS

Delete "Type I, II, or III" from the Portland Cement materials reference and replace with:

"Type I, II, III, or V"

Add the following after "IT, or IS" for Blended Hydraulic Cement:

with the appropriate suffix for the application (none, MS, HS, or HE)

Add the following material reference below Blended Hydraulic Cement:

Hydraulic Cement.....ASTM C1157 Type GU, MS, HS, or HE

ON PAGE 618, 701.01.A - PORTLAND CEMENT

Delete "Portland" from the title.

Delete the first paragraph and replace with:

Portland Cement Type I (General Purpose), Type II (Moderate Sulfate Resistance), Type III (High Early Strength), or Type V or equivalent Blended Hydraulic Cement or Hydraulic Cement according to Table 701.01-1.

Table 701.01-1 - Portland Cement / Blended Cement / Hydraulic Cement Equivalencies

AASHTO M 85	AASHTO M240	ASTM C1157
Type I	IS, IP, IL, IT	GU
Type II	IS(MS), IP(MS), IL(MS), IT(MS)	MS
Type III	IS(HE), IP(HE), IL(HE), IT(HE)	HE
Type V	IS(HS), IP(HS), IL(HS), IT(HS)	HS

Delete the second, third, and fourth paragraph.

ON PAGE 618, 701.1.B - BLENDED HYDRAULIC CEMENT

Delete "(≤ 10)" from first sentence of first paragraph.

Delete "(≤ 10)" from first sentence of second paragraph.

ON PAGE 619, 702.03 - EMULSIFIED ASPHALTS

Delete Items 1 and 2 and replace with:

1. Standard Specification for Emulsified Asphalt.....AASHTO M 140

   For SS-1 and SS-1h, provide Rotational Paddle Viscosity measurements @ 25°C for information only. Report the test results on or with the Bill of Lading in addition to Saybolt Viscosity results.

2. Standard Specification for Cationic Emulsified Asphalt.....AASHTO M 208

   For CSS-1 and CSS-1h, provide Rotational Paddle Viscosity measurements @ 25°C for information only. Report the test results on or with the Bill of Lading in addition to Saybolt Viscosity results.

ON PAGE 628 AND 629, TABLE 703.02-9 – COMBINED AGGREGATE SIZE NO. AND GRADATION

Delete Table 703.02-2 and replace with:

Table 703.02-9 – Combined Aggregate Size No. and Gradation

	Individual Percent Retained				
Sieve size	**1C**	**2C**	**3C**	**4C**	**5C**
2½ in	—	—	—	—	0
2 in	—	—	—	0	0 - 10
1½ in	—	—	0	0 - 10	4 - 18
1 in	—	0	0 - 10	4 - 18	6 - 20
3/4 in	0	0 - 10	4 - 18	6 - 20	6 - 20
1/2 in	0 - 10	4 - 18	6 - 20	6 - 20	6 - 20
3/8 in	5 - 18	6 - 20	6 - 20	6 - 20	6 - 20
No. 4	4 - 20	6 - 20	6 - 20	6 - 20	6 - 20
No. 8	4 - 20	0 - 16	0 - 16	0 - 16	0 - 16
No. 16	4 - 20	0 - 16	0 - 16	0 - 16	0 - 16
No. 30	4 - 20	6 - 20	6 - 20	6 - 20	6 - 20
No. 50	4 - 20	6 - 20	6 - 20	6 - 20	6 - 20
No. 100	4 - 20	4 - 18	4 - 18	4 - 18	4 - 18
No. 200	0 - 6.0	0 - 6.0	0 - 6.0	0 - 6.0	0 - 6.0
pan	0 - 3.0	0 - 3.0	0- 3.0	0 - 3.0	0 - 3.0

ON PAGE 625, 703.02.A - GENERAL

Add superscript (b) to the title of Table 703.02-1 after “General Concrete Aggregate Criteria”.

In Table 703.02-1, under Ethylene Glycol, add superscript (c) after “90% minimum retained”.

Add the following after Note (a) at the bottom of Table 703.02-1.

b) Testing provided for source approval can be used to meet these requirements, unless the material has changed since this testing was done. At the discretion of the Engineer, additional testing may be required.
c) For basalt materials only. Note that alluviums with basalt must also be tested.

ON PAGE 629, 703.02.D - COMBINED AGGREGATE GRADATION FOR CONCRETE

Delete Items 1, 2 and 3 below the second paragraph and replace with the following:

1. Seventy (70) for all concrete, other than concrete wearing surfaces.
2. Seventy (70) for concrete wearing surfaces (e.g., bridge decks, pavements, approach slabs) with 2.0 percent or less than passing the No. 200 sieve.
3. Eighty (80) for all concrete wearing surfaces with between 2.0 percent and 3.0 percent passing the No. 200 Sieve.

ON PAGE 628, 703.02.D - COMBINED AGGREGATE GRADATION FOR CONCRETE

In the last sentence of the first paragraph, delete “Method B.:” and replace with “Method A or B.”

ON PAGE 632, 703.05 - AGGREGATE FOR SUPERPAVE HMA PAVEMENT

In Table 703.05-1, Superpave Mixture Requirements, delete the row with “R-Value”.

ON PAGE 636, 703.08 - AGGREGATE FOR OPEN GRADED BASE

Delete the first sentence of the first paragraph and replace with the following:

> Meet aggregate gradation requirements specified in Table 703.08-1 in accordance with AASHTO T 27 for Class I and II, T 27/ T 11 for Class III.

ON PAGE 637, 703.08 -AGGREGATE FOR OPEN GRADED BASE

Delete the following from the last line of Table 703.08-2 under Fracture Face:

> 90% retained on #4 with 2 fractured faces for Class II

ON PAGE 643, 704.05 - SILICONE SEALANT

In the 2nd full paragraph, delete the 3rd sentence starting with “Do not place...”

ON PAGES 644 AND 645, TABLE 704.06-1 - ELASTOMERIC REQUIREMENTS

Delete Table 704.06-1 and replace with the following:

Table 704.06-1 – Elastomeric Requirements

Physical Property	Test Method	Performance Requirements
Hardness, Durometer A	ASTM D2240	60 ± 10 points
Tensile strength	ASTM D412	2,000 psi, minimum
Elongation at break	ASTM D412	300%, minimum
Brittleness temperature	ASTM D746	- 40°F (- 40°C)
Tear resistance	ASTM D624 (Die C)	150 lb/in minimum
Flame resistance	ASTM C542	must not propagate flame
Resistance to heat aging change in original properties after 70 hr at 212°F (100°C) Hardness Elongation Tensile strength	 ASTM D573 ASTM D573 ASTM D573	 + 10 points, maximum - 40%, maximum - 15%, maximum
Resistance to oil aging change in volume after 70 hr immersion in ASTM oil No. 3 at 212°F (100°C)	ASTM D471	+ 80%, maximum
Resistance to ozone condition after exposure to 100 pphm ozone in air for 100 hr at 100°F (38°C) (sample under 20 percent strain)	ASTM D1149	No cracks
Resistance to permanent set compression set after 22 hours at 158°F (70°C)	ASTM D395 (Method B)	30%, maximum
Resistance to water change in weight after 7 days immersion at 158°F (70°C)	ASTM D471	+ 5%, maximum

ON PAGE 650, 706.18 - STEEL REINFORCED RIBBED PE PIPE

Replace the paragraph with the following:

Meet AASHTO M 335 for SRRPE Pipe nominal size of 12 to 60 inches in diameter. Meet AASHTO MP 40 for SRRPE Pipe nominal size of 66 to 120 inches in diameter. Limit size of SRRPE to 120 inches maximum diameter.

ON PAGE 656, 708.02 - REINFORCING STEEL

In the first sentence of the first paragraph, delete “M 55” and replace with “M 336”.

Delete the 2nd sentence of the first paragraph and replace with:

> Provide other reinforcing steel meeting AASHTO M31 Grade 40S or 60S, unless otherwise specified. For bar marked “W/S”, the Department will test the bar for the “Type S” requirements, unless the “Type W” is specified and the “Type W” pay item is used.

Delete the third sentence of the first paragraph and replace with the following:

> The Contractor may substitute plain or deformed steel-welded wire reinforcement that meets AASHTO M 336 for AASHTO M 31 reinforcing steel with approval.

ON PAGE 657, 708.06.1 - 9.2.2

Delete “3.2.3” from the first paragraph and replace with “5.2.3”.

ON PAGE 658, 708.06.2.a - BOLTS - GENERAL

Delete the fifth paragraph, starting with “Ensure the maximum…”

ON PAGE 671, 709.04 - SET RETARDING ADMIXTURE

Delete Section 709.04 and replace with the following:

> **709.04 Chemical Admixtures – Types A-G, and Type S**
>
> **A. Types A through G.**
>
> Meet ASTM C494.
>
> **B. Type S**
>
> Type S admixtures must be approved by the Engineer prior to use. Provide data sheets and describe intended use and dosage. Provide a letter from manufacturer stating that it will not adversely impact the concrete and describe any limitations. Type S admixtures must not have adverse effects on the properties of concrete when tested in accordance with ASTM C494. Manufacturers must also provide data that the product will meet the performance claimed.

Delete Section 709.05 and renumber 709.06 to 709.05.

ON PAGE 676, 711 - ROADSIDE IMPROVEMENT MATERIAL

Add 711.01 Drain Rock to the beginning of the section and renumber the following sections from "711.01 to 711.03. Reserved." to "711.02 and 711.03. Reserved."

711.01 Drain Rock

Meet the requirements of Tables 711.01-1 and 711.01-2. Provide material from an approved source according to 106.09.

Table 711.01-1 – Gradation Requirements (AASHTO T27)

Sieve Size	Percent Passing
4-inch	100
3-inch	95-100
2-inch	60-90
1-inch	25-60
¾-inch	20-70
No. 4	0-10
No. 200	0-3

Table 711.01-2 – Drain Rock Quality Testing Criteria

Property	Test Method	Requirement
Void Space	AASHTO T 19M	30% Minimum
Los Angeles Abrasion	AASHTO T 96	45% Maximum
Ethylene Glycol	Idaho IT 116	75% Minimum Retained
Apparent Specific Gravity	AASHTO T 85	2.5 Minimum

ON PAGE 677, TABLE 711.04-2 - GRADATION REQUIREMENT FOR RIPRAP

Delete Table 711.04-2 and replace with:

Table 711.04-2 – Gradation Requirement for Riprap (a)

Class	Nominal Riprap Size, D_{50} [b] (inches)	Percent of Rock Equal or Smaller, D_x	Range of Intermediate Dimensions [c] (inches)
I	6	100	12 [d]
		85	7-10
		50	6-7
		15	3-5
II	9	100	18[d]
		85	11-14
		50	8-11
		15	5-8
III	12	100	24 [d]
		85	15 - 19
		50	11 - 14
		15	7 - 11
V	18	100	36 [d]
		85	23 - 28
		50	17 - 21
		15	11 - 16
VII	24	100	48 [d]
		85	31 - 37
		50	23 - 28
		15	14 - 21
VIII	30	100	60 [d]
		85	39 - 46
		50	28 - 35
		15	18 - 26

Class	Nominal Riprap Size, D_{50} [b] (inches)	Percent of Rock Equal or Smaller, D_x	Range of Intermediate Dimensions [c] (inches)
IX	36	100	72 [d]
		85	47 - 56
		50	34 - 42
		15	22 - 32
X [e]	42	100	84 [d]
		85	54 - 65
		50	40 - 49
		15	25 - 37

(a) Riprap class, size, and gradation consistent with FHWA – Hydraulic Engineering Circular No. 23.
(b) The size for which 50% by weight of the particles are smaller.
(c) Furnish rock with intermediate dimension (width and thickness) of at least one-third its length (longest axis).
(d) Maximum intermediate dimension.
(e) For any riprap larger than Class X, a qualified Engineer will determine the riprap size through an appropriate evaluation and provide a suitable gradation.

ON PAGE 685, 711.22 - HYDRAULIC EROSION CONTROL PRODUCTS (HECP)

Add “biodegradable” to the first sentence of the first paragraph after “...applied blends of...”.

ON PAGE 688, 713.01.A.3 - PEDESTRIAN SIGNAL POLE REQUIREMENTS

Delete item “a” and replace with the following:

a. A 4-inch schedule 40 or 80 aluminum pole.

ON PAGE 689, 713.04.A - ILLUMINATION POLES

Delete “Error! References source not found” in the first full paragraph and replace with the “708.19”.

ON PAGE 701, 715.01 - MESH

In the first sentence of the first paragraph following Table 715.01-1, delete “ ASTM A185” and replace with “AASHTO M 336”.

In the second sentence of the second paragraph following Table 715.01-1, delete “ ASTM A185” and replace with “AASHTO M 336”.

ON PAGE 712, 720.07.3.b – CATEGORY 2

Delete the second sentence of the first paragraph and replace with:

In addition to those tests specified in Category 1, test the aggregate recovered from the RAP extraction process as follows:

Delete item (1) and replace with:

(1) AASHTO T 96 and Idaho IT 15 at a frequency of 1 test per stockpile.

Delete the first sentence of item (3) and replace with:

AASHTO T 304 and IT 146 (performed on non-extracted RAP) at a minimum testing frequency of 1 test per 5,000 tons on a blended composite sample of material obtained at 1,000 ton increments.

ON PAGE 712 AND 713, 720.07.3 - RECYCLED ASPHALT PAVEMENT (RAP)

Delete the last two sentences of the last paragraph on the page, starting with “The standard deviation of the correlation results...”

ON PAGE 715, 720.10 - DETECTABLE WARNING SURFACES.

Delete the first paragraph and replace with:

Provide cast iron detectible warning surface (DWS) products or provide non-cast iron DWS products that have been evaluated and meet testing specifications through AASHTO Product Evaluation & Audit Solutions. Meet the requirements in Table 720.10-1.

Your Safety • Your Mobility
Your Economic Opportunity

Pollution Prevention Plan
Idaho Transportation Department (ITD)

ITD 2788 (Rev. 04-18)
itd.idaho.gov

Instructions

The Pollution Prevention Plan (PPP) is a requirement for ITD projects which do not have coverage under the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP).

Prior to ground disturbing activities, the Contractor designated support areas shall be identified and the disturbed area shall be recalculated to determine if the project is still exempt from NPDES permitting requirements.

To help you develop the PPP use the following template. This template is designed to guide you through the PPP development process and help ensure that your PPP addresses all the necessary elements. EPA's 2007 guidance document titled *Developing Your Stormwater Pollution Prevention Plan* can also be used to help you develop your PPP. This guide can be found at: https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp. On the ITD's stormwater management website: http://itd.idaho.gov/env/ other useful information including the Best Management Practices Manual, Standard Drawings, and other stormwater forms and templates is available.

Using the PPP Template: This template was developed so that you can easily add text or tables. Some sections may require only a brief description while others may require more extensive explanation. Modify this template so that it meets the specific needs of your project.

Multiple operators may share the same PPP, but make sure that responsibilities are clearly described, and that all signatory requirements are met.

The Best Management Practices (BMPs) from ITD's BMP Manual are listed in tables throughout the template. Refer to the manual for further guidance on each BMP. The link is provided above.

Applicable Federal, Tribal, State, or Local Programs

The PPP shall meet the requirements of Sections 107.17 and 212 of the Standard Specifications for Highway Construction and be consistent with all applicable federal, state, tribal, and/or local requirements or ordinances, including MS4 requirements, for erosion control and stormwater management and compliance.

Table of Contents

Pollution Prevention Plan Narrative Site Information

Key Number	Project Name		
23888	Morgan Creek Rd Safety Improvement, Custer County		
Location/Address	City	County	Zip Code
		Custer	
Beginning Milepost (if applicable)	Ending Milepost (if applicable)		
3.820	3.853		

Operator(s)

Local Highway Technical Assistance Council Choose an item.

LHTAC Contact Name		Title	
Karissa Nelson		Environmental Engineer	
Office Address	City	County	Zip Code
3330 Grace Street	Boise	Ada	83642
Telephone Number	E-mail Address	Fax Number	
	knelson@lhtac.org		

Local Sponsor Choose an item.

Organization Name	Contact Name		
Custer County	Brandon Jones		
Organization Address	City	State	Zip Code
615 Rodeo Road	Challis	ID	83226
Telephone Number	E-mail Address	Fax Number	
(208) 833-2379			

Contractor's PPP and 24 Hour Emergency Contact Information

Company/Organization Name	Site Manager's Printed Name		
Company/Organization Address	City	State	Zip Code
Telephone Number for 24/7/365 Availability	E-mail Address	Fax Number	

Estimated Project Start Date

Estimated Project End Date

Section 1 - Project/Site Information

Location Information

Project/Site Name	Project Street/Location/Milepost/Route	
City	County	ZIP Code

Contact Information/Responsible Parties

Prime Contractor

Company/Organization Name			
Company/Organization Address	City	State	Zip Code
Telephone Number	E-mail Address	Fax Number	
Area of Control (if there is more than one operator at the site)			

Project Manager(s) or Site Supervisor(s)

Company/Organization Name	Manager/Supervisor's Name(s)		
Company/Organization Address	City	State	Zip Code
Cell Phone Number	E-mail Address	Fax Number	
Area of Control (if there is more than one operator at the site, insert area of control for each)			

PPP Preparer Information (Contractor)

Company/Organization Name	Preparer's Name		
Company/Organization Address	City	State	Zip Code
Cell Phone Number	E-mail Address		

LHTAC Resident Engineer Information

Engineer's Name
Kevin Kuther, P.E.

Address	City	Zip Code
3330 Grace Street	Boise	83703

Cell Phone Number	E-mail Address	Fax Number
	kkuther@lhtac.org	208 344 0789

General Scope of Work or Project Description

Activity Description by Responsible Party

To add more rows, hit Tab in the last cell of the table.

Name and Contact Information for Subcontractor	Area of Subcontractor Controls/Work Performed

Soils, Slopes, Vegetation, Existing Drainage Patterns, Climate

Soil Type(s)
Slopes - Describe existing slopes and any changes due to construction activities
Drainage Patterns - Describe existing drainage patterns and note any changes due to construction
Existing Vegetation
Climate/Rainfall Patterns – Select amount that applies Choose an item.

Construction Site Estimates

The following are estimates of the project disturbance. Show acreage to the nearest 0.25 acre

Project site area to be disturbed - acres

Off-site waste sites to be disturbed - acres

Off-site borrow/source sites to be disturbed - acres

Staging Area to be disturbed - acres

Total project disturbed area - acres

Receiving Waters

Describe receiving surface waters (if applicable) Morgan Creek
Describe receiving storm sewer systems (if applicable) and note MS4 areas
List immediate downstream water bodies (water bodies that are connected or would receive a direct discharge from the Project) that have been listed as impaired for sediment or waters subject to TMDLs by the Idaho Department of Environmental Quality (IDEQ) under Section 303(d) of the CWA

Site Features and Sensitive Areas that Require Protection

Provide a description of any unique features (such as wetlands) that require protection (if applicable)
If applicable, describe measures to protect these unique features

PPP Plans and Site Maps

The PPP will show the following locations:

- Temporary and permanent BMPS
- On-site staging areas, off-site material, waste, borrow or equipment storage or staging areas
- Locations of all ITD defined hazardous materials
- Any industrial stormwater discharges other than from project construction
- Waters of the United States including wetlands
- Storm sewer inlets

Insert a copy of all applicable Plan Sheets and/or Site Maps in **Appendix A**

Potential Sources of Pollution

Use the table below to identify all potential pollutants and sources, other than sediment, to stormwater runoff

Trade Name Material	Stormwater Pollutants	Location or N/A
Fuels and/or Lubricants	Petroleum Distillates	
Hydraulic Oils	Mineral Oil	
Asphalts	Petroleum Distillates	
Concrete/Curing Compounds	pH	
Anti-freeze	Glycol, Heavy Metals	
Paints	Organic Chemicals, VOCs	
Fertilizers	Nutrients-Nitrogen, Phosphorous	
Sanitary Toilets	Bacteria, Viruses, Parasites	

Add additional rows as needed by hitting Tab in the last cell of the table

Each of the pollutants listed in the table above must be addressed with a specific BMP.

Section 2 - Erosion and Sediment Control BMPs

In the tables provided below, check the boxes of the BMPs that will be used on your project. Delete the BMPs that will not be used, or leave unchecked. Add any BMPS that might be required to meet your project needs.

BMPs should be implemented as needed at all designated staging and storage areas, source and borrow sites, and disposal/excess material/waste sites prior to initiating any ground disturbance activities in these areas.

➡ **Note: In the following tables, ITD SD SPECS and Drawings, and BMP Numbers from ITD BMP Manual are referenced beside each BMP**

Minimize Disturbed Area and Protect Natural Features and Soil

BMPs	Specification(s)	Check if Used	Implementation Schedule
Preservation of Existing / Natural Vegetation	- SD SPECS (201 and 202) - EC-2	☐	Date Location (Stations or MP)

Preservation of natural existing vegetation shall be utilized throughout the project, where practical, to minimize erosion potential, minimize total ground disturbance, and minimize stormwater movement off site. Existing vegetated buffers (including preserving mature vegetation and trees) shall be utilized to minimize stormwater erosion potential and down slope movement to any watershed, water feature (including irrigation amenities or domestic water sources), or area susceptible to stormwater or surface water movement. The vegetated buffers shall consist of areas of undisturbed vegetation including grasses, shrubs, woody plants, and trees that are located between the traversed roadway section and the existing swales, ditches, canals, wetlands, and intermittent/perennial streams or rivers that are located within ITD right-of-way. The vegetated buffers shall be left undisturbed throughout the project life and act as permanent erosion and sediment control BMPs to ensure short and long-term slope stability.

Phase Construction Activity

BMP	Specification(s)	Check if Used	Implementation Schedule
Scheduling and Sequencing of Construction Activities	- SD SPECS (108, 205, and 212) - EC-1	☐	Date Location (Stations or MP)

The specific scheduling and sequencing of construction activities are required to be outlined by the Contractor and become a permanent part of the PPP. Records must be maintained as part of the PPP and shall include dates and durations when major activities occur (i.e. soil disturbing activities); dates when construction activities temporarily or permanently cease on a portion of the site; and dates when stabilization measures have been initiated and are obtained. Scheduling and sequencing of construction activities including the CMP Schedule shall be documented in this PPP by the Contractor. Describe major phases of construction in the spaces provided here:

Phase I

-
-

Phase II

-
-

Repeat as needed for additional Phases

Control Stormwater Flowing Onto and Through the Project

BMP	Specification(s)	Check if Used	Implementation Schedule
Coffer and Tarp Dams / Water Filled Bladders/ Aprons	- SD SPECS (210 and 501) - EC-3	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Interceptor Ditches / Diversion Channels/Ditches	- SD SPECS (208, 209, and 212) - SD Drawings (P-1-D, P-1-E, and P-2-E) - EC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Slope Drains	- SD SPECS (212 and 706) - SD Drawings (P-1-A) - EC-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dikes / Berms	- SD SPECS (205, 209, and 212) - SD Drawings P-1-F and P-1-E - SC-1	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Channel Protection:	- Check Dams / Flexible Liners / Rigid Liners - SD SPECS (209, 212, 512, 623, 624, 711, 715, and 718) - SD Drawings (P-1-D, P-2-A, P-2-B, P-2-C, and P-2-D) - SC-2, PC-3, PC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Retention/Detention Sediment Basin(s)/Trap(s)	- SD SPECS (205 and 212) - SD Drawings (P-1-A, P-1-C, P-1-D, P-1-E, P- 4-A, and P-4-B) - SC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Clear Water Diversion	- SD SPECS (N/A) - NS-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Stabilize Soils and Protect Slopes

BMP	Specification(s)	Check if Used	Implementation Schedule
Hydraulically Applied Erosion Control Products	- SD SPECS (212, 621, and 711) - EC-6	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Hydroseeding	- SD SPECS (621 and 711) - EC-7	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Soil Binders	- SD SPECS (212) - EC-8	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Straw Mulch	- SD SPECS (212, 621, and 711) - EC-9	☐	Date to be Implemented Location (Stations or MP)

BMP	Specification(s)	Check if Used	Implementation Schedule
			Quantity of BMP
Wood Mulch	- SD SPECS (212, 621, and 711) - EC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Geotextiles, Plastic Covers, and Erosion Control Blanket	- SD SPECS (212, 621, and 711) - EC-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Vegetation-Seeding	- SD SPECS (212 and 621) - EC-12	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dust Control	- SD SPECS (104, 106, 107, 205, 212, 621, and 711) - EC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Wind Erosion Control	- SD SPECS (205 and 212) - EC-14	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Protect Storm Drain Inlets

BMP	Specification(s)	Check if Used	Implementation Schedule
Inlet/Outlet Protection	- SD SPECS (212, 640, 711, and 718) - SC-6	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Establish Perimeter Controls and Sediment Barriers

BMP	Specification(s)	Check if Used	Implementation Schedule
Gravel Bag Barrier	- SD SPECS (212) - SC-3	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Sandbag Barrier	- SD SPECS (212) - SC-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Silt Fence	- SD SPECS (212 and 718) - SC-7	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Sediment Retention Fiber Rolls	- SD SPECS (N/A) - SC-8	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Retain Sediment On-Site

BMP	Specification(s)	Check if Used	Implementation Schedule
Sediment-Desilting Basin	- SD SPECS (212) - SD Drawings (P-1-C, P-1-D, P-4-A) - SC-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Retention / Detention Sediment Basin(s) / Trap(s)	- SD SPECS (205 and 212) - SD Drawings (P-1-A, P-1-C, P-1-D, P-1-E, P-4-A, and P-4-B) - SC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Establish Stabilized Construction Exits and Temporary Haul Roads

BMP	Specification(s)	Check if Used	Implementation Schedule
Street Sweeping and Vacuuming	- SD SPECS (N/A) - SC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Temporary Construction Entrances	- SD SPECS (104, 205, and 212) - SD Drawings (P-1-F) - SC-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Temporary Roads	- SD SPECS (104, 107, 205, and 212) - SC-12	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Entrance Outlet Tire Wash	- SD SPECS (621) - SD Drawings (P-3-E) -SC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Temporary Stream Crossing	- SD SPECS (602) - NS-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Insert any required additional text or tables here

Section 3 - Good Housekeeping BMPs

All staging areas, material storage/stockpile sites, source sites, disposal/excess material/waste sites, haul roads, temporary roads, construction entrances and exits, and any other disturbed soil areas not defined within the contract documents must be approved by the Resident Engineer and have BMPs implemented prior to approved use. All sites require appropriate erosion, sediment, and pollution prevention control BMPs installed prior to initiation of construction and throughout the length of construction activities. The Contractor is responsible for attaching a record of Environmental Clearance/Approvals and for obtaining any permitting for any Contractor designated sites, including cultural resources, ESA, etc.

The following are material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff. For the purposes of this plan and for any ITD projects, ***Hazardous Material*** is defined as "any material that poses harmful risks to human health and/or the environment. Includes any hazardous or toxic substance, waste, pollutant, or chemical regulated under the CAA, CWA, TSCA, and/or RCRA; a pollutant or contaminant as any substance likely to cause death, disease, abnormalities, etc. (CERCLA Sec. 101(33)); or those listed in 40 CFR 302. For ITD purposes, petroleum, lead paint, asbestos, and other substances will be considered hazardous materials, as identified in the scope of work".

- An effort will be made to store only enough product required to complete the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible under a roof or other enclosure that minimizes contact with stormwater
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturer's recommendations for proper use and disposal will be followed
- The site superintendent will inspect daily to ensure proper use and disposal of materials
- Tanks containing fuel will have secondary containment installed to contain any spilled material

Material Handling and Waste Management in Staging Areas

BMP	Specification(s)	Check if Used	Implementation Schedule
Staging and Materials Site Management	- SD SPECS (107) - SD Drawings (P-1-D, P-3-E, and P-5-A) - WM-1	☐	Date to be Implemented Location (Stations or MP)
Solid Waste Management	- SD SPECS (N/A) - WM-6	☐	Date to be Implemented Location (Stations or MP)
Concrete Curing	- SD SPECS (N/A) - NS-12	☐	Date to be Implemented Location (Stations or MP)
Material and Equipment Use Over Water	- SD SPECS (N/A) - NS-13	☐	Date to be Implemented Location (Stations or MP)
Concrete Finishing	- SD SPECS (N/A) - NS-14	☐	Date to be Implemented Location (Stations or MP)
Structure Demolition-Removal Over or Adjacent to Water	- SD SPECS (N/A) - NS-15	☐	Date to be Implemented Location (Stations or MP)
Material Delivery and Storage	- SD SPECS (N/A) - WM-2	☐	Date to be Implemented Location (Stations or MP)
Material Use	- SD SPECS (N/A) - WM-3	☐	Date to be Implemented Location (Stations or MP)

BMP	Specification(s)	Check if Used	Implementation Schedule
Stockpile Management	- SD SPECS (N/A) - WM-4	☐	Date to be Implemented Location (Stations or MP)
		☐	Date to be Implemented Location (Stations or MP)

Solid and source site materials, excess materials, hazardous materials, vehicle equipment and maintenance, sanitary waste management, and waste in general shall be managed at designated staging and waste areas. Staging and waste areas should be located a minimum of 150-ft away from any water feature (including irrigation amenities or domestic water sources) or areas susceptible to stormwater or surface water movement.

Solid and source site materials, include but are not limited to, dedicated asphalt or concrete plants (where the manufacturing of asphalt or concrete will occur on-site), gravel pits, stockpiles, source sites, general construction materials, and excess materials. The Contractor shall use an approved licensed solid waste management company. The Contractor shall reuse and recycle trash, source materials, construction materials, and construction debris unless it is not usable. If it is not usable or cannot be recycled it will be considered solid waste. All solid waste materials, with the exception of source materials, will be collected and disposed of in a securely lidded dumpster and shall be covered and secured at night and during all precipitation events. Any leaky solid waste dumpster must be exchanged or replaced within 24-hours of confirmation. Collection and proper disposal of all leaking materials shall be the responsibility of the Contractor.

The Contractor shall arrange an adequate solid waste disposal schedule to ensure that there is adequate solid waste disposal capacity on-site at all times and that dumpsters do not overflow and are emptied on a regular basis. All solid waste materials shall be removed from the project site throughout the duration and after the project is completed. Solid waste materials shall not be buried, burned, or discharged from the site.

Designate Washout Areas

BMP	Specification(s)	Check if Used	Implementation Schedule
Liquid Waste Management	- SD SPECS (N/A) - WM-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Concrete Waste Management	- SD SPECS (N/A) - SD Drawings (P-5-B) - WM-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Entrance/Outlet Tire Wash	- SD SPECS (621) - SD Drawings (P-3-E) - SC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Concrete waste procedures and practices are designed to minimize or eliminate the discharge of concrete waste materials to the storm drain systems or to watercourses. A wash station may also be required to prevent transporting noxious weeds and contaminated soils from a contaminated site to an uncontaminated site or road surface.

Covering or containing hazardous materials or washing contaminated equipment may be required. All vehicle and equipment cleaning and maintenance shall occur in a designated staging site/area and include a water pollution control

equipment wash down area that shall have secondary containment and protection through the use of berms or other erosion and sediment controls or BMPs to reduce or eliminate discharges of pollutants.

The Contractor shall avoid mixing excess amounts of fresh concrete or cement mortar on-site. Storage of dry and wet materials associated with concrete should be located a minimum of 150-ft upslope of any water feature (including irrigation amenities or domestic water sources) or area susceptible to stormwater or surface water movement. The Contractor shall **Never** dispose of concrete, grout, or cement mortar washout into a watershed, water feature, or area susceptible to stormwater or surface water movement. Wash out concrete transit mixers only in designated washout areas. The Contractor shall design a temporary concrete washout station (s) as per ITD Standard Drawing P-5-B. All hardened concrete, grout, or cement mortar waste, including waste generated during equipment cleaning and QA/QC testing, shall be collected and transported to an approved licensed solid waste disposal/processing or recycling site by the Contractor.

Establish Proper Equipment/Vehicle Fueling and Maintenance Practices

BMP	Specification(s)	Check if Used	Implementation Schedule
Vehicle and Equipment Fueling	- SD SPECS (N/A) - SD Drawings (P-5-E) - NS-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Vehicle and Equipment Maintenance	- SD SPECS (N/A) - NS-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pile Driving Operations	- SD SPECS (N/A) - NS-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Drip pans and drip cloths shall be used to drain and replace fluids. Spill prevention kits shall be located on site at all times and readily available in case of a leak, spill, or discharge and used when needed to contain and minimize unwanted and unnecessary leak, spill, or discharge impacts.

Fueling activities should be located at least 150’ away from surface water features. If site features do not allow this minimum setback, additional controls may be necessary. Additionally, if more stringent standards are required by permitting agencies or local entities, those standards shall be met.

Vehicles and construction equipment shall be monitored for leaks and receive regular preventative maintenance, and fueled on site using a portable service truck with a portable fuel tank or temporary storage tanks. Fueling shall occur within a hazardous materials containment staging area as approved by the Resident Engineer.

Fueling and/or Maintenance Activity	**Practices to be Implemented to Control Spills and/or Exposure to Stormwater**

Add additional rows as needed by hitting Tab in the last cell of the table

Sanitary Waste BMPs

BMP	Specification(s)	Check if Used	Implementation Schedule
Sanitary-Septic Waste Management	- SD SPECS (N/A) - WM-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Sanitary and Septic Waste procedures and practices are used to minimize or eliminate the discharge of construction site sanitary/septic waste materials to the storm drain system or to watercourses. Sanitary/septic waste management practices are implemented on all construction sites that use temporary or portable sanitary/septic waste systems. Temporary portable toilets from an approved licensed sanitary waste company shall be used during the duration of the project and maintained and cleaned as needed. Portable toilets shall be located at designated staging areas and have secondary containment in case of a leak, spill, or discharge. All sanitary waste will be collected from the portable units a minimum once per week. Placement and removal of all portable toilets shall be the responsibility of the Contractor.

Contaminated Soil BMPs

BMP	Specification(s)	Check if Used	Implementation Schedule
Contaminated Soil Management	- SD SPECS (N/A) - WM-8	☐	Date to be Implemented Location (Stations or MP)

Prior to construction or soil disturbance, ITD shall inspect the site for physical contamination. During the construction phase, if the Contractor detects evidence of contamination, or encounters leaks, spills, or discharges are detected, contaminated soils and water should be contained and held for testing whenever contamination is suspected. Any specific contaminant known to exist or that is discovered on site and which has contaminated soil or has the potential to contaminant soil and/or drainages or water features (including irrigation amenities or domestic water sources) shall be reported to the Resident Engineer immediately. The Resident Engineer will coordinate clean-up of contaminated soils with the Idaho Communications Center (Statecom) at 1-800-632-8000.

Allowable Non-Stormwater Discharge Management and Equipment/Vehicle Washing

Non-stormwater (dust control water, water used in road grading, irrigation drainage, springs or ground water dewatering, etc) may combine with stormwater and be present in the discharge at this site. All water shall be treated in the same manner as stormwater runoff. The same BMPs used in this PPP for stormwater runoff shall be implemented to reduce non-stormwater impacts and limit non-stormwater discharges. The use of soap, solvents, and degreasers is specifically prohibited for cleaning use. Uncontaminated water discharge from dust control, dust abatement activities, and water used in road grading or excavation activities and compaction shall not reach waters of the United States.

The following incidental non-stormwater from the sources marked below may combine with stormwater and be present in the discharge at this site.

- ☐ Hydrant or Water Line Flushing
- ☐ Vehicle Wash-Down Water
- ☒ Dust Control Water
- ☐ Irrigation Drainage (including landscape)
- ☐ Spring or Groundwater

- ☐ Air Conditioner Condensate
- ☐ Uncontaminated Foundation or Footing Drains
- ☐ Pavement or Building Wash Water
- ☐ Uncontaminated Excavation Dewatering (without detergents)
- ☐ Potable Water
- ☐ No Known Non-Stormwater Sources Apparent

List allowable non-stormwater discharges marked above and the measures used to eliminate or reduce them and to prevent them from becoming contaminated:

Allowable Non-Stormwater Discharges	Measures to be Implemented to Eliminate or Reduce Contamination

Add additional rows as needed by hitting Tab in the last cell of the table

Non-Stormwater BMPs

BMP	Specification(s)	Check if Used	Implementation Schedule
Water Conservation Practices	- SD SPECS (106 and 205) - NS-1	☐	Date to be Implemented Location (Stations or MP)
Dewatering Operations	- SD SPECS (N/A) - NS-2	☐	Date to be Implemented Location (Stations or MP)
Paving and Grinding Operations	- SD SPECS (203) - NS-3	☐	Date to be Implemented Location (Stations or MP)
Potable Water-Irrigation Management	- SD SPECS (N/A) - NS-7	☐	Date to be Implemented Location (Stations or MP)
Vehicle and Equipment Cleaning	- SD SPECS (N/A) - SD Drawings () - NS-8	☐	Date to be Implemented Location (Stations or MP)
Freeze Reduction	- SD SPECS (N/A) - NS-16	☐	Date to be Implemented Location (Stations or MP)
Snow Management	- SD SPECS (N/A) - EC-15	☐	Date to be Implemented Location (Stations or MP)
Snow Accumulation Management	- SD SPECS (N/A) - EC-16	☐	Date to be Implemented Location (Stations or MP)
		☐	Date to be Implemented Location (Stations or MP)

Spill Prevention and Control BMPs

All ITD projects shall follow the Idaho Hazardous Materials/WMD Incident Command and Response Support Plan and ITD Incident Management Plan. In addition, a project Spill Plan shall be provided by the Contractor, and should be

included in **Appendix B.** The ITD BMPs listed below also contain guidance on waste management, spill prevention and control, and cleanup.

BMP	Specification(s)	Check if Used	Implementation Schedule
Spill Prevention and Control	- SD SPECS (N/A) - WM-5	☐	Date to be Implemented Location (Stations or MP)
Hazardous Waste Management	- SD SPECS (N/A) - WM-7	☐	Date to be Implemented Location (Stations or MP)
Illicit Connection-Illegal Discharge Detection and Reporting	- SD SPECS (N/A) - NS-6	☐	Date to be Implemented Location (Stations or MP)
		☐	Date to be Implemented Location (Stations or MP)

Per 40 CFR 112, if petroleum products stored at the construction site aggregate 1,320 gallons or more, a Spill Prevention, Control, and Countermeasure Plan (SPCC) plan will be required.

Section 4 - Permanent Erosion or Sediment Control BMPs

Permanent erosion and sediment control BMPs shall be designated and referenced on the project bid plans in association to their placement locations and amounts, lengths, and types used and as specified by the Engineer. The following permanent erosion and sediment control BMPS or combination of control BMPs will be installed and used to collect, retain, and treat stormwater runoff and pollutant discharges and to provide permanent stabilization of disturbed soils per ITD PPP requirements. In the table provided below, check the boxes of the BMPs that will be used on your project and insert implementation/installation times. Delete the BMPs that will not be used, or leave unchecked.

BMP	Specification(s)	Check if Used	Implementation Schedule
Channel Protection - Check Dams	- SD SPECS (212) - SD Drawings (P-2-B) - PC-1	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Sheet Flow to Buffers	- SD SPECS (N/A) - PC-2	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Channel Protection-Flexible Liners	- SD SPECS (212 and 624) - SD Drawings (P-2-A and P-2-C) - PC-3	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Channel Protection-Rigid Channel Liners	- SD SPECS (209 and 623) - SD Drawings (P-2-D) - PC-4	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dikes and Berms	- SD SPECS (205, 209, and 212) - SD Drawings (P-1-E and P-1-F) - PC-5	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Dry Swale	- SD SPECS (N/A) - PC-6	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Wet Swale	- SD SPECS (N/A) - PC-7	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Geosynthetics	- SD SPECS (640 and 718) - PC-8	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Surface Sand Filter	- SD SPECS (N/A) - PC-9	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Subsurface Sand Filter	- SD SPECS (N/A) - PC-10	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Perimeter Sand Filter	- SD SPECS (N/A) - PC-11	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Organic Filter	- SD SPECS (N/A) - PC-12	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pocket Sand Filter	- SD SPECS (N/A) - PC-13	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Bioretention	- SD SPECS (N/A) - PC-14	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Inlet-Outlet Protection	- SD SPECS (212, 608, 609, 640, 711, 718) - SD Drawings (D-1-A, D-1-B, P-1-A, P-1-H, and P-2-F) - PC-15	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Interceptor Ditches	- SD SPECS (208 and 209) - PC-16	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Retaining Walls	- SD SPECS (210 and 512) - PC-17	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Stormwater Basins	- SD SPECS (205 and 212) - SD Drawings (P-1-C and P-4-A) - PC-18	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Extended Detention Basin with Micropool	- SD SPECS (N/A) - PC-19	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Wet Basin	- SD SPECS (N/A) - PC-20	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Wet Extended Detention Basin	- SD SPECS (N/A) - PC-21	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Shallow Wetland	- SD SPECS (N/A) - PC-22	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Extended Detention Shallow Wetland	- SD SPECS (N/A) - PC-23	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pond Wetland System	- SD SPECS (N/A) - PC-24	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Pocket Wetland	- SD SPECS (N/A) - PC-25	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Sediment Control Box	- SD SPECS (605 and 609) - SD Drawings (E-6-A-F, P-1-H, P-3-A, P-3-B, and P-3-D) - PC-26	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Infiltration Trench	- SD SPECS (N/A) - PC-27	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Infiltration Basin	- SD SPECS (N/A) - PC-28	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Slope Drains - Chutes - Flumes	- SD SPECS (208, 212, 409, 606, 607, and 609) - SD Drawings (D-1-A, D-1-B, and P-2-D) - PC-29	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Rock Armor / Mulch – Turf Reinforced Mat	- SD SPECS (N/A) - PC-30	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Serrations / Roughening	- SD SPECS (205) - ITD Design Manual Sec. 5.6 - PC-31	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Terraces / Benching	- SD SPECS (205) - ITD Design Manual Sec. 5.6 - PC-32	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Topsoil Management	- SD SPECS (213 and 711.09) - PC-33	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Vegetation-Seeding	- SD SPECS (621, 711.05, 711.12, 711.06) - PC-34	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

BMP	Specification(s)	Check if Used	Implementation Schedule
Vegetation-Planting	- SD SPECS (620 and 711.06) - PC-35	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Water Quality Inlet / Oil Grit Separator	- SD SPECS (N/A) - PC-36	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Street Sweeping	- SD SPECS (N/A) - PC-37	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Deep Sump Catch Basin	- SD SPECS (N/A) - PC-38	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
On-line Storage in Storm Drain Network (Vaults)	- SD SPECS (N/A) - PC-39	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Porous Pavements	- SD SPECS (N/A) - PC-40	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
Proprietary Manufactured Systems	- SD SPECS (N/A) - PC-41	☐	Date to be Implemented Location (Stations or MP) Quantity of BMP
		☐	Date to be Implemented Location (Stations or MP) Quantity of BMP

Section 5 - Inspection and Maintenance Requirements

Inspections

- Contractor shall inspect and maintain all structural and non-structural control measures for functionality as required by the contract
- Conduct inspections using the inspection and corrective action log form in the Appendix
- Completed, certified, and executed Inspection Forms serve as a Corrective Action Log for ITD projects. These forms should be retained along with this PPP in **Appendix C**

All BMP deficiencies identified during the inspection, or any inadequacies related to the PPP, must be corrected as soon as possible but never later than 7 days after the inspection.

Maintaining an Updated PPP Plan

Changes to the PPP must be documented and may include any one of the following:

Construction methods

Operation methods

Design of the project (including civil plan sheets)

- In the field change orders
- Maintenance or inspection procedures
- Staging sites
- Material source sites/stockpile sites
- Disposal/excess material/waste sites
- Haul roads, temporary roads, and locations where vehicles travel and enter or exit staging areas and construction sites
- Implementation and maintenance of BMPs
- Stormwater discharge locations
- Sequencing/scheduling changes
- Impacts to wetlands or sensitive areas
- Changes in personnel

All of these can result in the need for additional BMPs, and therefore a PPP update.

The sole objective of all modifications is to keep the PPP concurrent to existing on-the-ground conditions and to eliminate erosion and sediment impacts, as well as other pollutant impacts that could potentially result from the project. All modifications to the PPP shall be documented in **Appendix C** through the completion of inspections reports that shall serve as the corrective action log on this project.

Section 6 - Recordkeeping

Low Erosivity Waiver

If this PPP is being prepared in lieu of a Stormwater Pollution Prevention Plan based on the applicability of obtaining a Low Erosivity Waiver for the project, a copy of ITD, the Contractor, and any applicable local entity filing for a Low Erosivity Waiver (LEW) should be included in **Appendix D**. Guidance on the applicability of the LEW on your project can be found at the following website: http://water.epa.gov/polwaste/npdes/stormwater/Welcome-to-the-Rainfall-Erosivity-Factor-Calculator.cfm

Attention should be given to the expirations date on the LEW.

Inspections

Completed, certified, and executed Inspection Forms serve as a Corrective Action Log for ITD projects. These forms should be retained along with this PPP in **Appendix C**.

Section 7 - Certification and Notification

LHTAC Representative's Printed Name	Title	Signature	Approval Date
Karissa Nelson	LHTAC Environmental Engineer		

Contractor Certification Statement

As an operator, I certify that this Pollution Prevention Plan (PPP) narrative and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. As an operator, I certify that I understand requirements of the Clean Water Act as it relates to my activities and will, to the maximum extent practicable, implement BMPs to minimize release of pollutants into the environment.

Contractor's Printed Name	Title	Signature	Date

Place all signed copies of the Subcontractor Certification/Agreement form in **Appendix E**.

Appendices

Appendix A – PPP Plan Sheets and Site Maps

Appendix B – Basic Spill Prevention and Control Plan Language

In addition to all the erosion and sediment control BMPs, non-stormwater BMPs, and good housekeeping BMPs discussed in the this PPP plan, the minimum following information will be provided by the Contractor for Spill Prevention and Cleanup:

1) Contact information for Contractor's designated Spill Coordinator for the project. This person must have authority to mobilize equipment, personnel, and materials in the event of a spill or discharge.
2) Documentation of training and/or education on spill response and cleanup.
3) Description of the location and content of spill kits on the project site.

Appendix C – Executed Inspection Reports/Corrective Action Log

Appendix D – Low Erosivity Waivers (if applicable)

Appendix E – Subcontractor Certifications/Agreements

Subcontractor Certification for Pollution Prevention Plan

Project Number	Project Name	Operator(s)

As a subcontractor, you are required to comply with the Pollution Prevention Plan (PPP) for any work that you perform on-site. Any person or group who violates any condition of the PPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the PPP. A copy of the PPP is available for your review at the office trailer.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

I certify under the penalty of law that I have read and understand the terms and conditions of the PPP for the above designated project and agree to follow the BMPs and practices described in the PPP.

This certification is hereby signed in reference to the above named project.

Company Name	Address	City	State	Zip Code
Telephone Number	Construction Service to be Provided			
Printed Name	Title	Signature	Date	

2024 BUY AMERICA INSERT

This document is intended as a Build America Buy America (BABA or BA) contract insert that includes changes to the 2023 Standard Specifications for Highway Construction (SSHC), and the 2020 Quality Assurance Manual (Dated 10/19).

REVISIONS TO THE 2023 SSHC

ON PAGE 11, SUBSECTION 101.04 – DEFINITIONS **02/24**

Replace the definition of "Construction Material" with the following:

> **Construction Material.** A Construction Material is an article, material, or supply that consists of only one of the items listed, except for minor additions: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable); glass (including optic glass); lumber (including treated wood, and untreated wood); Fiber optic cable; Optical fiber; Engineered wood or drywall. To the extent one of the items listed above contains as inputs other items listed above, it is nonetheless a Construction Material. For example, fiber optic cable contains as inputs other items listed, such as glass and/or plastics, but fiber optic cable is nonetheless a Construction Material. Items specifically excluded from Construction Materials are products that are primarily iron or steel (defined under Iron and Steel Products); cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Coatings do not change the categorization of a Construction Material. Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of Construction Material. For example, wax added to engineered wood should not disqualify the engineered wood from categorization as a Construction Material. However, if before the engineered wood is brought to the work site, it is combined with glass or other items or materials to produce a new product, which is not listed above, the new product would be classified as a Manufactured Product, not a Construction Material.

ON PAGE 14, SUBSECTION 101.04 – DEFINITIONS **02/24**

Add the following in alphabetical order:

> **Manufactured Product.** Any product that is classified as an iron or steel product, or a Construction Material is not a Manufactured Product. Cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives, also cannot be classified as a Manufactured Product. Otherwise, the following definition of Manufactured Product applies: Articles, materials, or supplies that have been: a) Processed into a specific form and shape; or b) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

ON PAGE 59, 106.01.A.1 – IRON AND STEEL PRODUCTS **02/2024**

Add the following after the first paragraph.

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

ON PAGE 60, 106.01.A.1 – IRON AND STEEL PRODUCTS **02/2024**

Delete the second sentence of the fifth paragraph and replace with the following:

> Cost determination is based on supplier invoice costs.

ON PAGE 60, 106.01.A.2 – CONSTRUCTION MATERIALS **02/2024**

Delete the first paragraph and replace with:

> All Construction Materials must be produced in the United States. Produced in the United States is defined below for each Construction Material.
>
> (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
> (2) Plastic and polymer-based products. 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.
> (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
> (4) 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.
> (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
> (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
> (7) 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.
> (8) 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.

ON PAGE 60, 106.01.A.2 – CONSTRUCTION MATERIALS **04/2024**

Add the following after the second paragraph:

> The Engineer may allow small quantities of foreign or non-compliant Construction Materials, so long as the total value of the foreign or non-compliant Construction Materials does not exceed the lesser of $1,000,000 or 5 percent of the Total Applicable Project Costs for the project or where the Total Amount of Federal Financial Assistance is below $500,000. "Total Applicable Project Costs" are defined as the cost of iron/ steel, Construction Materials and Manufactured Products used in the project that are subject

to a domestic preference requirement, including materials that are within the scope of an existing waiver. "Total Amount of Federal Financial Assistance" includes federal funding provided for preliminary engineering, right of way, and all construction contracts. For projects under a NEPA decision, include all federal funding provided for all projects under that NEPA decision.

The Contractor must maintain and provide in .csv format for each estimate to the Engineer a running total, listed by bid item and manufacturer, of the cost of Construction Materials not meeting the Buy America criteria and a running total of the Total Applicable Project Costs (as defined in the paragraph above). Invoices must be available for audit at any time and must be retained for a period of five years from the date of substantial completion for the project. If the Contractor does not provide these costs for each estimate, the estimate payment will not be made until the costs are supplied, or the Contractor provides a written statement(*) that they are not going to supply these costs. The written statement will include a statement from the Contractor acknowledging that they will not be able to incorporate any non-compliant Construction Materials into the project. The Engineer needs to make sure the running total of the Total Applicable Project Costs and the running total of foreign or non-compliant Construction Materials are received prior to issuing each pay estimate and that the Contractor does not exceed the Buy America threshold for non-compliant Construction Materials or have received the written statement from the Contractor indicating they will not be providing the running total.

* The written statement must include the following sentence:

"As the authorized representative of the Contractor, by providing this written statement that I will not be providing the running total for each estimate of the Total Applicable Project Costs, the Contractor is acknowledging that non-compliant Construction Materials cannot be incorporated into the project."

REVISIONS TO THE 2020 QUALITY ASSURANCE MANUAL (DATED 10/19)

Section 100.00.01 – Quality Control (QC) Producer

Delete the second sentence of the first paragraph and replace with:

Quality control of materials used in construction is the Contractor's responsibility and is performed during the production of the material and/or at the point of delivery.

Section 200 "Outline"

Revise Section 230.01 as follows:

230.01	General Provisions and Buy America.
230.01.01	General Provisions.
230.01.02	Buy America.
230.01.02.01	Iron and Steel Products
230.01.02.02	Construction Materials

Section 230.01 General Provisions

Delete Section 230.01 and replace with the following:

230.01 General Provisions and Buy America

230.01.01 General Provisions

Standard Department certification forms will be used. The standard forms are:

- ITD-849 Geotextile and Geogrid
- ITD-851 Miscellaneous Items
- ITD-875 Non-Structural Concrete
- ITD-914 Steel and Iron, and Buy America
- ITD-915 Construction Materials for Buy America
- ITD-966 PG Asphalt Binder
- ITD-968 Cement / Fly Ash

The standard forms must be completed in their entirety and be signed by the manufacturer's representative who has quality control responsibility for the manufacture or fabrication of the material.

When required by the contract, QC test results must be attached to the specified standard form. Certification does not preclude inspection, sampling, testing, or verification of certified test results of the material received on the project. Project inspectors will review all certification results for specification compliance before accepting the material. If the certified material is found to be outside acceptable specification limits, the material is subject to rejection.

Each shipment of certified material must be visually inspected for obvious defects and shipping/handling damage. Repair, reject, or replace damaged or defective material to the satisfaction of the Engineer. Where feasible, simple measurements of specified properties should be spot-checked at least once per project and recorded to verify certification. Examples would be length, mass per unit length, or thickness of steel items.

Withdraw acceptance of material by certification when sample test or inspection results show the material consistently fails to meet specifications requirements. Reestablishment of the certification acceptance may be achieved through Department pre-testing, pre-inspection, and review of historical certification records and test results of the material before its incorporation into a project. Additionally, the manufacturer's QA program may require revision and reevaluation by the Department.

230.01.02 Buy America

Buy America applies to any contract eligible for Federal Aid Highway funding within the scope of an applicable NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract or phase of the project is funded with Federal-Aid highway funds. All permanently incorporated steel and iron materials along with Construction Materials as established in Standard Specification 106.A must be certified that they were manufactured in the United States of America including application of a coating. Certification must be provided before incorporation of the materials into the project. Materials that are only used or rented during the project construction, but not incorporated into the work (temporarily installed), do not require certification.

230.01.02.01 Iron and Steel Products

The ITD-914 form will serve as Buy America Certification and be signed by a person having quality control responsibility for the company that manufactures or fabricates the material. The ITD-914 will be sent with mill tests reports attached, except as noted in the MTRs.

Small quantities of steel and iron may be accepted without Buy American Certification, so long as its total cost for the project does not exceed 0.1% of the contract amount or $2,500, whichever is greater. The total cost of steel and iron includes the cost of the material plus the cost of transportation to the project site, as evidenced by delivery receipt, but does not include labor cost involved in final assembly performed on the project site.

If Department project staff or consultant inspectors discover that foreign iron and/or steel products are incorporated into a federal-aid project that exceed the Buy America minimal use amount for iron or steel (the greater of $2,500 or 0.1% of the contract value), the FHWA Idaho Division must be contacted to resolve this after-the-fact discovery. All information on foreign iron and steel permanently incorporated into a project that exceeds the minimal use amount must be presented to FHWA to determine the appropriate resolution. The Department will not complete a project's Material's Certification without FHWA's resolution when the project is not compliant with Buy America. The Department has no authority to complete such a resolution and cannot resolve Buy America compliance issues by use of non-Federal funds.

230.01.02.02 Construction Materials

A Construction Material is an article, material, or supply that consists of only one of the items listed, except for minor additions: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable); glass (including optic glass); lumber (including treated wood, and untreated wood); Fiber optic cable; Optical fiber; Engineered wood or drywall.

To the extent one of the items listed above contains as inputs other items listed above, it is nonetheless a Construction Material. For example, fiber optic cable contains as inputs other items listed, such as glass and/or plastics, but fiber optic cable is nonetheless a Construction Material.

Items specifically excluded from Construction Materials are products that are primarily iron or steel (defined under Iron and Steel Products); cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Coatings do not change the categorization of a Construction Material. Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of Construction Material. For example, wax added to engineered wood should not disqualify the engineered wood from categorization as a Construction Material. However, if before the engineered wood is brought to the work site, it is combined with glass or other items or materials to produce a new product, which is not listed above, the new product would be classified as a Manufactured Product, not a Construction Material.

Any product that is classified as an iron or steel product, or a Construction Material is not a Manufactured Product. Cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives, also cannot be classified as a Manufactured Product. Otherwise, the following definition of Manufactured Product applies: Articles, materials, or supplies that have been: a) Processed into a specific form and shape; or b) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

For awards obligated on or after August 16, 2023, the Engineer may allow small quantities of foreign Manufactured Products and Construction Materials, so long as the total value of the non-compliant products does not exceed the lesser of $1,000,000 or 5 percent of the total applicable costs for the project or where the total amount of federal financial assistance is below $500,000. "Total applicable project costs" are defined as the cost of Construction Materials and Manufactured Products used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver. "Total Amount of Federal Financial Assistance" includes federal funding provided for preliminary engineering, right of way, and all construction contracts. For projects under a NEPA decision, include all federal funding provided for all projects under that NEPA decision.

The Contractor must maintain and provide in .csv format for each estimate to the Engineer a running total, listed by bid item and manufacturer, of the cost of Construction Materials not meeting the Buy America criteria and a running total of the Total Applicable Project Costs (as defined in the paragraph above).). Invoices must be available for audit at any time and must be retained for a period of five years from the date of substantial completion for the project. If the Contractor does not provide these costs for each estimate, the estimate payment will not be made until the costs are supplied, or the Contractor provides a written statement(*) that they are not going to supply these costs. The written statement will include a statement from the Contractor acknowledging that they will not be able to incorporate any non-compliant Construction Materials into the project. The Engineer needs to make sure the running total of the Total Applicable Project Costs and the running total of foreign or non-compliant Construction Materials are received prior to issuing each pay estimate and that the Contractor does not exceed the Buy America threshold for non-compliant Construction Materials or have received the written statement from the Contractor indicating they will not be providing the running total.

* The written statement must include the following sentence:

"As the authorized representative of the Contractor, by providing this written statement that I will not be providing the running total for each estimate of the Total Applicable Project Costs, the Contractor is acknowledging that non-compliant Construction Materials cannot be incorporated into the project."

The ITD-915 form serves as Buy America Certification for Construction Materials and must be signed by a person having quality control responsibility for the company that manufactures the Construction Material.

If Department project staff or consultant inspectors discover that foreign Construction Materials are incorporated into a federal-aid project, the FHWA Idaho Division must be contacted to resolve this after-the-fact discovery. All information on foreign Construction Materials permanently incorporated into a project must be presented to FHWA to determine the appropriate resolution. The Department will not complete a project's Material's Certification without FHWA's resolution when the project is not compliant with Buy America requirements. The Department has no authority to complete such a resolution and cannot resolve Buy America compliance issues by use of non-Federal funds.

Section 230.03 Steel.

Delete the last sentence of the first paragraph and replace with:

Steel will comply with 230.01.02 Buy America.

Section 230.07 Corrugated Metal Pipe and Corrugated Plate Pipe.

Add the following to the end of the second paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the aluminum pipe meets applicable Buy America requirements for Construction Material (non-ferrous metals).

Section 230.08 Plastic Pipe.

Add the following to the end of the first paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the plastic pipe meets applicable Buy America requirements for Construction Material (plastic and polymer-based products).

Section 230.09 Geosynthetics.

Add the following to the end of the first paragraph of the section:

Additionally, a form ITD-915 will be submitted attesting that the geosynthetic meets applicable Buy America requirements for Construction Material (plastic and polymer-based products).

Section 270.00 Minimum Testing Requirements (Table)

Use the Buy America Summary Table below for BA requirements and BA certifications of materials. Iron or steel products are listed as "Fe". Construction Materials as listed as "CM". If the material is listed as a possible Construction Material (CM), it is up to the manufacturer to either certify the product with the ITD-0915, or submit the product through the Buy America Exemption Application for review by HQ Construction and Materials for a possible exemption. Only products that are not by definition a Construction Material can receive an exemption.

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
212	Slope Drain	Fe, CM	ITD-914, ITD-915	
405	Pavement Reinforcement Fabric	CM	ITD-915	
503	GFRP	BA N/A		GFRP is a combination of glass and polymers combined in a manufacturing process. See notes 10 and 11.
503	GFRP	BA N/A		
504	Bolts, Nuts, Hardened Washers, DTI	Fe, CM	ITD-914, ITD-915	
504	Two Tube Curb-Mount Railing	Fe, CM	ITD-914, ITD-915	
504	Pedestrian Bicycle Railing	Fe, CM	ITD-914, ITD-915	
504	Combination Pedestrian Bicycle, and Traffic Railing	Fe, CM	ITD-914, ITD-915	
505	Timber Piles	CM	ITD-915	
507	Neoprene Bearing Pads	CM	ITD-915	
507	TFE/PTFE Bridge Bearing Pads	CM	ITD-915	
508	Corrugated Plate Pipe - Entire Section	Fe, CM	ITD-914, ITD-915	
511	Concrete Waterproofing Systems - Types A, B	CM	ITD-915	
511	Concrete Waterproofing Systems - Types C, D	BA N/A		Note, Type C Silanes and siloxane chemicals are not polymers and are not Construction Materials. Type D is an asphalt filled fabric laminate combined in a manufacturing process and is not a Construction Material.
511	Concrete Waterproofing Systems - Types E	CM	ITD-915	
565	Backer Rod	CM	ITD-915	
565	Location Spike	Fe, CM	ITD-914, ITD-915	
566	Neoprene Seals - Compression Seal Expansion Joint	CM	ITD-915	

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
567	Neoprene Seals - Strip Seal Expansion Joint	CM	ITD-915	
578	Gaskets for Concrete Pipe	CM	ITD-915	
586	Utility Conduit	Fe, CM	ITD-914, ITD-915	
586	Deck Inserts	Fe, CM	ITD-914, ITD-915	
602-608	Corrugated Metal pipe and Pipe arches	Fe, CM	ITD-914[2], ITD-915	
602-608	Structural Plate Pipe, Pipe Arches and Arches	Fe, CM	ITD-914, ITD-915	
602-608	Pipe Underdrains (Metallic Coated corrugated steel, aluminum pipe, corrugated PE drainage tubing PVC Pipe.	Fe, CM	ITD-914, ITD-915	
602-608	Abs or PVC or PE Pipe	CM	ITD-915	
602-608	Metal Aprons	Fe, CM	ITD-914, ITD-915	
602-608	Gaskets for Concrete Pipe	CM	ITD-915	
602-608	Rubber Gaskets for CMP	CM	ITD-915	
602-608	Corrugated Metal Embankment Protectors	Fe, CM	ITD-914, ITD-915	
609	Timber - Minor Structures	CM	ITD-915	
610	Wood Posts	CM	ITD-915	
610	Gates	Fe, CM	ITD-914, ITD-915	
610	Hardware for Barbed or Woven Wire Fence	Fe, CM	ITD-914, ITD-915	
612	Wood Post and Blocks - Guardrail	CM	ITD-915	
612	Non - Wood Post and Block - Guardrail	CM	ITD-915	
612	Aluminum Rail and Fittings - Guardrail	CM	ITD-915	
612	Metal Terminal Section - Guardrail	Fe, CM	ITD-914, ITD-915	

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
612	Impact Attenuator - Permanent - Guardrail	Fe, CM	ITD-914, ITD-915	
613	Crash Cushions	CM	ITD-915	
616	Signs and Sign Support Extruded Aluminum	CM	ITD-915	
616	Signs and Sign Support Sheet Aluminum	CM	ITD-915	
616	Signs and Sign Support - Steel and Aluminum	Fe, CM	ITD-914, ITD-915	
616	Signs and Sign Support - Hardware for Signs	Fe, CM	ITD-914, ITD-915	
616	Plywood for Type E Signs	CM	ITD-915	
616	Signs and Sign Support - Breakaway Wood Posts	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts Plates	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts Reflector Unit	CM	ITD-915	
617	Aluminum Posts Delineators and Mileposts Reflective Sheeting	BA N/A		Finished product undergoes manufacturing process to combine the sheeting and aluminum into one product so it is not a Construction Material. See notes 10 and 11.
618	Right of Way Marker	Fe, CM	ITD-914, ITD-915	
618	Brass Caps	CM	ITD-915	
618	Reference Marker	Fe, CM	ITD-914, ITD-915	
618	Project Markers	Fe, CM	ITD-914, ITD-915	BA N/A if temporary
618	Reference Marker	Fe, CM	ITD-914, ITD-915	BA N/A if fiberglass is used. See notes 8, 10 and 11.
618	Witness Posts - Wood	CM	ITD-915	

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
618	Witness Posts - Fiberglass	BA N/A		Fiberglass is a combined material and is a Manufactured Product.
619	Illumination Poles and Bases	Fe, CM	ITD-914, ITD-915	
619	Illumination Components	Fe, CM	ITD-914, ITD-915	
623	Pre-formed expansion Joint Filler Concrete Slope Paving	CM	ITD-915	
625	Pre-formed expansion Joint Filler Joints	CM	ITD-915	
625	Neoprene Compression Seal	CM	ITD-915	
630	Glass Beads	CM	ITD-915	
630	Preformed Thermoplastic	CM	ITD-915	
634	Support Mailbox	Fe, CM	ITD-914, ITD-915	
634	Mailbox	Fe, CM	ITD-914, ITD-915	
640	Geosynthetics all materials	CM	ITD-915	
641	Biaxial Geogrid	CM	ITD-915	
652	Underground Sprinkler System - All Items	CM	ITD-915	
656	Signal Poles and Mast Arms Traffic Signal Installation	Fe, CM	ITD-914, ITD-915	
656	Signal Components Traffic Signal Installation	Fe, CM	ITD-914, ITD-915	
656	Signal Cabinet Electrical Components Traffic Signal Installation	BA N/A		Electrical Components are a combination of materials that are combined thru a manufacturing process so they are not a Construction Material. See note 10 and 11.

Notes:

1. Code Key: Fe = iron & steel, CN = Construction Material, BA N/A = Item determined not to apply to BA.
2. The ITD-914 applies to Iron and steel products only. There is no change to the Buy America certification process for Iron and Steel.
3. This table makes additional requirements to the existing table only; the existing ITD-914 requirements for Iron and Steel are not restated.

Buy America Summary Table (Section 270)

Section	Item Desc.	Code[1,4,6,7]	Form(s)[2,3,5,9]	Comments
4. Buy America requirements apply to all iron and steel items no matter what form of manufacturing or material combinations are used. 5. The ITD-915 applies to Construction Materials only (eight listed items). 6. Besides Fe and CM, no other products/items are considered by the Department to be applicable to these Buy America requirements. 7. Field assembly does not constitute a manufactured process and does not necessarily preclude applicability to Buy America requirements. 8. Wood products, even when treated, are considered Construction Materials. 9. Any justification denying applicability to the Buy America requirements is to be submitted on/with the ITD-915 form. 10. Items consisting of a combination of two or more Construction Materials combined in a manufacturing process are not Construction Materials. 11. Items consisting of one construction material with something else in a manufactured process are not Construction Materials.				

Section 470.01 Exceptions.

In the sixth full paragraph, replace the sentence with:

> Exceptions to the Buy America specification must be presented to FHWA for determination of a resolution, see Section 230.01.02 Buy America.

2023 Quality Assurance Special Provision for State Acceptance (2023 QASP SA) 12/7/2023

ON PAGE13, 15 AND 16, SUBSECTION 101.04 – DEFINITIONS

HMA Paving Quality Control Plan. A quality control plan specific to hot mix asphalt paving.

Quality Assurance. All planned and systematic operations to ensure that the operation, material, and/or end product meets specifications. Quality assurance includes:

1. Approval and oversight of the Contractor's quality control plan.
2. Review of inspector, sampler, tester, and laboratory qualifications.
3. Inspection for conformity with contract requirements.
4. Contractor quality control.
5. Acceptance.
6. Independent assurance.
7. Challenge resolution.

Quality Control Plan. The documentation, approved by the Department, of the program used by the Contractor which specifies the actions, inspection, sampling, and testing necessary to keep production and placement operations within specifications, including provisions to quickly determine when an operation becomes out of control and those actions that the Contractor will take to restore compliance.

ON PAGE 36, SUBSECTION 105.03 – CONFORMITY WITH PLANS AND SPECIFICATIONS

Add after the first sentence:

For the quality characteristics of the items included in QASP SA Table 106.03-1, and subject to quality level analysis, acceptance will be based on the requirements of the 2023 Quality Assurance Special Provision for State Acceptance (2023 QASP SA).

ON PAGE 61, SUBSECTION 106.03 – SAMPLES, TESTS, AND CITED SPECIFICATIONS

Delete this subsection and replace with the following:

106.03 Samples, Tests, and Cited Specifications.

The Engineer will accept material, based on inspection and test results, before the Contractor incorporates material into the work. The Contractor may, with approval, incorporate material the Engineer cannot routinely sample before delivery, at the Contractor's risk. The Department will pay the Contractor for material incorporated into the work if the material meets the sampling, testing, and certification requirements.

Ensure the sampling and testing required by the contract, including references to WAQTC, ASTM, AASHTO, and Idaho standard test methods are from the current edition at time of bid opening, except as modified by the contract.

For testing performed on the Contractor's behalf for plant mix designs, alkali-silica reactivity expansion, and claim or dispute resolution, a professional engineer, licensed in the state where the testing will be performed, will supervise testing reporting.

Ensure a safe means of sampling and testing. If safe means of sampling and testing is not provided, work will be halted, at no additional cost to the Department. No material will be accepted after unsafe conditions have been identified and the Contractor has been notified of the unsafe conditions, until corrective action has been taken and the resumption of work is approved by the Engineer.

Ensure the individuals sampling and testing material and the testing facilities are qualified for the tests performed.

Provide crushing, screening, and mixing plants with approved sampling equipment capable of operating from the ground or a platform. Ensure the sampling equipment is capable of the following:

1. Moving at a constant rate across the width of the material falling from the discharge belt or chute.
2. Taking a representative sample of the material.
3. Conveying (e.g., slide, chute) the sample to the ground level where the sample can be safely and conveniently collected.

The Contractor is responsible for the quality of construction and materials incorporated into the work. The Contractor will perform all necessary quality control inspection, sampling, and testing and the Department is responsible for acceptance testing and independent assurance (IA) testing. Sampling and testing costs are included in the respective contract pay items. The Contractor is allowed to take the acceptance or IA samples as long as the sample collection is witnessed by the Department. The Contractor may employ an independent laboratory. The laboratory must follow the Contractor's approved quality control plan. Make all project records, including test results and all original source documentation for specified contract quality requirements available for review and allow Department representatives immediate access to the testing facilities during delivery and production hours.

The Contractor may observe the Department's sampling and testing activities. If the Contractor observes a deviation from the specified sampling or testing procedures, then the Contractor must describe the deviation to the Department immediately and document the deviation in writing within 24 hours to preserve their ability to challenge the sample.

A. Material Subject to Statistical-Based Acceptance.

When specified in the contract, the Department will use the quality level analysis as specified in 106.03.B to determine quality-based pay adjustments.

The Contractor and the Department will work cooperatively within their respective quality assurance (QA) responsibilities to produce and document a high quality project, meeting or exceeding the quality requirements of the contract.

1. The Department's Quality Assurance Responsibilities.

   The Department is responsible for determining the acceptability of the work, approving and monitoring of the Contractor's quality control plan (QCP). The Department will perform acceptance sampling, testing, and inspection for any element of the work to ensure Contractor compliance with the QCP and contract requirements. The Department may also perform IA and verification sampling and testing at any time.

   Acceptance sampling and testing is the Department's responsibility, unless alternate procedures are specified. The Department is responsible for performing acceptance testing and for evaluating the quality characteristics as specified in the QASP SA Table 106.03-1.

   The Department will obtain all samples by utilizing stratified random sampling in accordance with Idaho IR 148.

   Rounding will not be permitted at any level of calculating acceptance test results. The final reported value will be rounded to the nearest significant figure as specified in the QASP SA Table 106.03-1. ASTM E 29 does not apply.

   The Department will provide official acceptance test results within 24 hours of receipt of the final sample for the lot. The Department will not provide official acceptance test results before the completion of the lot. Acceptance results and all original source documents/datasheets used during material acceptance testing will be made available for review upon request.

   Unofficial results before final review can be shared with the Contractor, if available. These results must not be used for process quality control.

   The Department will complete acceptance sampling, splitting, and testing as specified in the QASP SA Table 106.03-1 using independent, stratified random samples. Approximately ½ of the sample will be used for acceptance testing and the other ½ retained for challenge testing. The challenge samples must be secured with Department provided serialized security tape. All chain of custody information must be documented on Department provided forms and samples must be stored in a location only accessible by Department representatives.

   a. Lot Description.

      A lot is a specific quantity of material from a single source which is produced or placed by the same controlled process. Acceptance tests will be grouped into lots by the Engineer. Lot size will be determined by the Engineer using the following criteria:

      i. The minimum lot size is 3 tests for each quality characteristic. The minimum testing frequency is specified in the QASP SA Table 106.03-1.

      ii. A lot is based on a work shift's production when the minimum lot size is achieved.

         1. If the work shift is represented by less than 3 tests for any quality

characteristic, the work shift will be combined with the following work shift to form a lot.

2. If the final work shift is represented by less than 3 tests for any quality characteristic, the final work shift will be combined with the previous work shift to form a lot. A Superpave HMA acceptance test strip is considered a lot.

2. The Contractor's Quality Control Responsibilities.

The Contractor is responsible for quality control for all work. The Contractor will not rely on the Department's acceptance testing results for their process quality control.

a. Quality Control Plan (QCP). The Contractor will develop, submit, and implement a QCP that meets the requirements of Idaho IR 158, as approved by the Department, for each of the materials included in QASP SA Table 106.03-1. A QCP for each of the materials, will be submitted to the Department at or before the preconstruction conference. The Department will provide the Contractor with approval or rejection of each QCP within 5 business days after receiving the QCP. Rejection of the QCP will require an additional 5 business days for re-evaluation. The QCP must be approved before that material is incorporated into the work/project. The QCP, as approved by the Department in accordance with Idaho IR 159, is binding upon the Contractor as a contract requirement.

i. QCP Amendments. Amend the QCP as necessary to conform to the current operations and submit the amended QCP for the Engineer's approval in accordance with IR 158. The Engineer will review and provide approval or rejection of the QCP amendment in accordance with Idaho IR 159 before the amendment is implemented.

At a minimum, the QCP will consist of plans, procedures, responsibilities, authority, and an organizational structure that demonstrates that an effective level of quality control will exist resulting in the end product complying with the contract requirements. The Contractor will provide all necessary quality control inspection, sampling, and testing to implement the QCP. The QCP will include an organizational structure and reporting requirements that demonstrate that QC personnel have sufficient independence to allow them to be primarily concerned with quality, as opposed to schedule and budget.

The Department will not sample or test for process control or assist in controlling the Contractor's production operations. The Contractor will provide QC personnel and testing equipment capable of providing a quality product that meets or exceeds the contract requirements. Continued production of non-conforming work for a reduced price as determined by the Department, instead of making adjustments to bring the work into conformance, is not allowed. The QCP will specifically include:

i. Construction items covered by the QCP as specified in the contract.

ii. Sampling location and techniques.

iii. Sampling plan.

iv. Tests and test methods.

v. Testing frequencies.

vi. Testing forms.

vii. Inspection frequencies.

viii. Detailed description of production and placement equipment and methods.

ix. Detailed calibration processes and procedures for hot plants or mixing plants.

x. Documentation procedures, including:

(1) Inspection and test records.

(2) Temperature measurements.

(3) Accuracy, calibration, or recalibration checks performed on production or testing equipment.

The QCP will identify the Contractor's QC personnel, including the company official ultimately responsible for the quality of the work. The Department's QCP approval process may include inspection of testing equipment and a sampling and testing demonstration by the Contractor's QC personnel to assure an acceptable level of performance.

The Contractor will comply with the approved QCP and will take all other steps necessary to assure a high quality project.

Failure by the Contractor to comply with the approved QCP will result in mandatory work suspension until compliance.

The Contractor will maintain and make available, quality control charts (at a minimum, a run chart as the material is being produced) for each quality characteristic to be used in the statistical analysis. Where applicable, the run chart will be plotted with the material's specification upper and lower limits for statistical analysis.

B. Quality Level Analysis.

Quality level analysis will not be performed if the total quantity of material, except the test strip(s), based on planned quantity, is less than the quantity computed for 3 tests at the frequencies specified in QASP SA Table 106.03-1.

1. Statistical Analysis. Unless otherwise specified, quality levels and pay factors will be computed as specified below:

a. Determine the unrounded arithmetic mean $(\bar{X})$.

$$\bar{X} = \frac{\sum x_i}{n}$$

Where:

Σ = Summation.

x_i = Individual test value.

n = Total number test values.

b. Compute the unrounded sample standard deviation (S).

$$S = \sqrt{\frac{\sum (x_i - \bar{X})^2}{n - 1}}$$

c. Compute the unrounded upper quality index (Q_u).

$$Q_u = \frac{USL - \overline{X}}{S}$$

Where:

USL = Upper specification limit.

S = Standard deviation.

d. Compute the unrounded lower quality index (Q_L).

$$Q_L = \frac{\overline{X} - LSL}{S}$$

Where:

LSL = Lower specification limit.

S = Standard deviation.

e. Determine P_U (percent within the upper specification limit, which corresponds to a given Q_U).

$$P_U = 100 - (100 \times \int_0^A \text{beta}(X; \frac{n}{2} - 1)\, dX)$$

Where:

P_U = Unrounded percent within upper limits.

$A = \text{Maximum}\left[0, 0.5 - Q_U \times \frac{n^{0.5}}{2(n-1)}\right]$ $X = \text{Maximum}\left[0, 0.5 - Q_U \times \frac{n^{0.5}}{2(n-1)}\right]$

$\text{beta}(X; \frac{n}{2} - 1)$ = Beta distribution density with $\alpha = \beta = \frac{n}{2} - 1$ where α and β are parameters of the beta distribution.

If a USL is not specified, P_U will be 100.

f. Determine P_L (percent within lower specification limit, which corresponds to a given Q_L).

$$P_L = 100 - (100 \times \int_0^A \text{beta}(X; \frac{n}{2} - 1)\, dX)$$

Where:

P_L = Unrounded percent within lower limits.

$A = \text{Maximum}\left[0, 0.5 - Q_L \times \frac{n^{0.5}}{2(n-1)}\right]$

$X = \text{Maximum}\left[0, 0.5 - Q_L \times \frac{n^{0.5}}{2(n-1)}\right]$

$\text{beta}(X; \frac{n}{2} - 1)$ = Beta distribution density with $\alpha = \beta = \frac{n}{2} - 1$ where α and β are parameters of the beta distribution.

If a LSL is not specified or the specification is zero, P_L will be 100.

g. Determine the unrounded percent within limits (PWL) (i.e., the total percent within the specification limits).

$$PWL = (P_U + P_L) - 100$$

h. Repeat steps 106.03.B.1.c through 106.03.B.1.g to calculate the PWL for each quality characteristic.

2. Acceptance Criteria. The Engineer will accept a lot containing material that does not meet specifications if the PWL is at least 40 for each of the quality characteristics. The Engineer must reject a lot containing non-specification material, which does not obtain at least a PWL of 40 for each quality characteristic. Remove rejected material, including those portions of the work in which that material was incorporated, at no additional cost to the Department. The Contractor may reuse the removed material if adjustments are made so the material meets the specifications.

   If the PWL of a lot falls below 60 for any quality characteristic, stop production and/or delivery. A corrective action plan must be submitted to the Engineer and approved. Production and/or delivery may resume after the Contractor takes effective and acceptable actions to improve the production quality as outlined in the approved corrective action plan. If resuming production involves a significant change to the production process, as determined by the Engineer, stop the current lot and begin a new lot.

   The Contractor may elect to remove defective material and replace it with new material on an entire lot basis, at no additional cost to the Department. The Department and the Contractor must re-sample, retest, and re-evaluate the new lot for acceptance.

   The Engineer may isolate and reject obviously defective material without regard to testing procedures. The Contractor may isolate and reject obviously defective material during delivery and production before acceptance testing.

3. Materials.

   a. 301, 303, and 635 Materials. The upper and lower specification limits (USL and LSL) for gradations will be set based on the applicable requirements of 703 except as specified below:

      (1) Test results will not be included in the quality level analysis for fracture, sand equivalent, cleanness value, 100 percent passing, or for any sieves where the upper specification limit is 100 percent passing and the lower specification limit is 95 percent passing or greater.

      The Engineer will use the lowest PWL computed for any 1 sieve as the basis of acceptance for that lot. The average PWL will be used for payment.

   b. 404 Material. When the lower specification limit is 0 percent and the upper specification limit is less than 3 percent, the upper specification limit will be 3 percent for statistical analysis. A 2 percent tolerance will be given for the percentage retained on the maximum sized sieve provided that 100 percent of the material passes the next larger sieve size. Only #4 and #8 sieves will be used for quality level analysis.

   c. 405 Superpave Material. The upper and lower specification limits for Superpave quality characteristics will be set by the limits established in 405.

(1) For SP 2 aggregates, the lowest PWL for any 1 sieve will be used for acceptance and pay factor calculations.

ON PAGE 62, SUBSECTION 106.07 – TEST RESULT CHALLENGE RESOLUTION

Delete this subsection and replace with the following:

106.07 Test Result Challenge Resolution.

The Contractor and the Department may enter into a challenge resolution when the quality of a lot is believed to be misrepresented.

The test result challenge process as specified in 106.07 will be exhausted in its entirety before other dispute or claims processes are initiated as specified in 105.16, 105.17, 105.18, and 105.19. The intent of challenge resolution is to resolve testing issues early, efficiently, and as close to the project level as possible. The Contractor will waive their right to challenge test results if they fail to comply with the requirements set forth in this subsection.

A. Initiation of a Challenge.

To request a challenge of acceptance test results, provide written notice, including all quality characteristics and copies of original quality control source documentation, within 3 business days after receipt of the acceptance test results. Failure to comply with these requirements in this subsection will bar either party from any further administrative, equitable, or legal remedy.

1. The Contractor will waive their right to challenge if either of the following conditions occur:
    i. The Engineer does not receive a written notice as specified within the time requirements (i.e., 3 business days).
    ii. The Contractor does not obtain the required number of the Contractor's quality control tests reported on forms established in the QCP at the frequency specified in QASP SA Table 106.3-1.
2. The Department will review the written notice and quality control documentation.

B. Challenge Resolution Process.

1. The Department and the Contractor will identify differences in procedures and equipment.
2. The Department and the Contractor will agree to a work plan for initiating resolution by a challenge laboratory as specified in 106.07.C. or 106.07.D.
3. The Contractor can witness challenge testing.

C. Challenge of Material <u>Not</u> Subject to Statistical-Based Acceptance.

The challenge lab is the Department Central Materials Laboratory or a Department District Materials Laboratory not associated with the District in which the acceptance testing is being performed. Splits of the Department's acceptance samples for the entire lot will be used for challenge testing. The challenge samples will be tested for all quality characteristics used in the quality level analysis by the challenge laboratory. The challenge laboratory results are final and the Engineer will use the challenge laboratory's test results for all quality characteristics for acceptance.

1. If the Department's acceptance test results indicate reject level material, and:

i. The challenge laboratory test results indicate acceptable material, then the Department will bear the cost of challenge laboratory testing.

ii. The challenge laboratory test results indicate reject level material, then the costs of challenge laboratory testing will be deducted from any monies due or that may come due the Contractor under the contract at the rate of $500.00 per sample.

For challenging of density properties, the Department's acceptance cores will be retained for retesting. The Contractor may request to observe challenge testing.

D. Challenge Laboratory Resolution of Material Subject to Statistical-Based Acceptance.

The challenge laboratory is the Department Central Materials Laboratory. The Central Materials Laboratory may elect to choose another challenge laboratory as needed to accommodate testing timelines. Upon challenge notification, the Department will arrange for testing of all challenged acceptance samples of the lot in question. Splits of the Department's acceptance samples will be used for challenge testing. The challenge samples for the entire lot will be tested for all quality characteristics used in the quality level analysis by the challenge laboratory. The challenge laboratory test results are final and the Engineer will use the challenge laboratory test results of all quality characteristics for acceptance for the entire lot.

The Contractor may use challenge resolution for density when the density pay factor is less than 1.00. The entire lot will be retested for density and used in the quality level analysis. A challenge resolution test will be performed by obtaining cores in new, stratified random sample locations equal to the same number of original acceptance tests. Sample locations will be identified by the Department using Idaho IR 148. Sampling of cores will be performed by the Contractor and must be witnessed by the Engineer. Traffic control and sampling will be performed by the Contractor. Challenge resolution may be performed regardless of the sampling location being exposed to traffic. The challenge test results are final and the Engineer will use the challenge test results for acceptance of the entire lot.

1. If the new composite pay factor results in a lower or equal composite pay factor for the lot in question, then the costs of challenge testing, in addition to the cost of any work related to traffic control performed for retesting at unit bid prices for the costs incurred, will be deducted from any monies due or that may come due the Contractor under the Contract at the rate shown in Table 106.07-1 per sample in the challenged lot.
2. If the new composite pay factor results in a higher composite pay factor for the lot in question, then the Department will bear the costs associated with the challenge testing, and the cost of any work related to traffic control performed for retesting at unit bid prices for the costs incurred.

Table 106.07-1 – Challenge Laboratory Testing Rates

Material	Rate Per Sample
301 Granular Subbase	$200
303 Aggregate Base	$250
404 Cover Coat Material	$300
635 Anti-Skid Material in Stockpile	$300
405 SP 2 Mix Quality Characteristics	$600
405 SP 2 Roadway Quality Characteristics	$400
405 SP 3 Mix Quality Characteristics	$600

Material	Rate Per Sample
405 SP 3 Roadway Quality Characteristics	$400
405 SP 5 Mix Quality Characteristics	$600
405 SP 5 Roadway Quality Characteristics	$400

ON PAGE 91, SUBSECTION 108.04 – PRECONSTRUCTION AND PREOPERATIONAL CONFERENCES

Delete #4 and replace with the following: :

4. A quality control plan as specified in 106.03.A.2.

ON PAGE 115, NEW SUBSECTION 109.09 – PAY FACTOR EQUATIONS

Insert with the following new subsection:

109.09 Pay Factor Equations.

The Engineer will determine a pay factor for each quality characteristic in an individual lot not rejected and replaced, except as otherwise specified, for use in the basis of payment calculations.

With the exception of 405 pay items or reject quality level material, if any quality characteristic used in calculating the pay factor for the lot falls below 60 PWL, all quality characteristics will be paid corresponding to the lowest, unrounded PWL.

For 405 pay items, with the exception of reject quality level material, if any two quality characteristic used in calculating the pay factor for the lot fall below 60 PWL, all quality characteristics will be paid corresponding to the average two lowest, unrounded PWL.

A. 405 Mainline Density.

For mainline density, calculate the pay factor for each lot using the following formula:

$$\mathrm{PF}_{MLD} = \frac{55 + 0.5\times \left(PWL_{92} - \frac{(\mathrm{PWL}_{92} - 90) + |PWL_{92} - 90|}{2}\right)}{100} + \frac{((PWL_{92} - 90)) + |(PWL_{92} - 90)|}{1000} + \frac{(PWL_{93} - 90) + |PWL_{93} - 90|}{1000} + \frac{(PWL_{94} - 90) + |PWL_{94} - 90|}{2000}$$

Where:

PWL_{92} is the percent of material between 92.0 to 100.0% compaction.

PWL_{93} is the percent of material between 93.0 to 100.0% compaction.

PWL_{94} is the percent of material between 94.0 to 100.0% compaction.

B. All Other Quality Characteristics.

For all other quality characteristics calculate the unrounded pay factors for each lot using the following equation:

$$PF = \frac{55 + 0.5 \times (PWL)}{100}$$

ON PAGE 184, SUBSECTION 301.05 – BASIS OF PAYMENT

Add the following:

A. Granular Subbase Pay Factor. All acceptable material will be paid at contract unit price.

When RAP material is included in acceptable subbase, the natural material will be tested as specified in 301 and the blended material will be paid at contract unit price.

ON PAGE 188, SUBSECTION 303.05 – BASIS OF PAYMENT

Delete this subsection and replace with the following:

Calculation of Incentive/Disincentive. The incentive/disincentive dollar amount to be paid or deducted for all ____aggregate type _____for base accepted by the Department will be computed using the following formula:

$$PA_{303} = (PF_{303} - 1) \times Q_i \times P$$

Where:

PA_{303} = Pay adjustment for all _____aggregate type _____for base in dollars.

PF_{303} = Per 106.B.3 and 109.09.

Q_i = Quantity represented by individual lot (n).

P = Contract unit price.

The incentive/disincentive dollar amount to be paid or deducted for all _____aggregate type _____for base in stockpile accepted by the Department will be computed using the following formula:

$$PA_{STKPL\,303} = (PF_{STKPL\,303} - 1) \times Q_i \times P$$

Where:

$PA_{STKPL303}$ = Pay adjustment for all _____aggregate type _____for base in stockpile in dollars.

$PF_{STKPL303}$ = Per 106.B.3 and 109.09.

Q_i = Quantity represented by individual lot (n).

P = Contract unit price.

Note: The incentive may be a negative amount (i.e., a deduction from the total amount bid for the item).

ON PAGE 208, SUBSECTION 404.05 – BASIS OF PAYMENT

Add the following:

If the aggregate pay factor is less than 0.75, the material may be allowed to be left in place with a price adjustment if the finished product is found to be capable of performing its intended purpose. The price adjustment will be 50 percent of the contract unit bid price multiplied by the total quantity of material with a pay factor less than 0.75.

For surface treatment aggregate, the Engineer will use the lowest pay factor computed for any 1 sieve as the pay factor for that lot.

Calculation of Incentive/Disincentive. The incentive/disincentive dollar amount to be paid or deducted for

all cover coat material class _____accepted by the Department, excluding material in stockpile and material with a pay factor less than 0.75 allowed to remain in place with a price adjustment, will be computed using the following formula:

$PA_{404} = (PF_{404} - 1) \times Q_i \times P$

Where:

PA_{404} = Pay adjustment for all cover coat material class _____in dollars.

PF_{404} = Per 106.B.3 and 109.09.

Q_i = Quantity represented by individual lot (n).

P = Contract unit price.

The incentive/disincentive dollar amount to be paid or deducted for all cover coat material class _____in stockpile accepted by the Department will be computed using the following formula:

$PA_{STKPL404} = (PF_{STKPL404} - 1) \times Q_i \times P$

Where:

$PA_{STKPL404}$ = Pay adjustment for all cover coat material class _____in stockpile in dollars.

$PF_{STKPL404}$ = Per 106.B.3 and 109.09.

Q_i = Quantity represented by individual lot (n).

P = Contract unit price.

Note: The incentive may be a negative amount (i.e., a deduction from the total amount bid for the item).

ON PAGE 556, SUBSECTION 635.05 – BASIS OF PAYMENT

Add the following:

For anti-skid material, the Engineer will use the lowest pay factor computed for any 1 sieve as the pay factor for that lot.

Calculation of Incentive/Disincentive. The incentive/disincentive dollar amount to be paid or deducted for all anti-skid material accepted by the Department, excluding anti-skid defined as small quantity, will be computed for each lot using the following formula:

$$PA_{635} = (PF_{635} - 1) \times Q_i \times P$$

Where:

PA_{635} = Pay adjustment in dollars.

PF_{635} = Per 106.B.3 and 109.09.

Q_i = Quantity represented by individual lot (n).

P = Contract unit price.

Note: The incentive may be a negative amount (i.e., a deduction from the total amount bid for the item).

QASP SA Table 106.03-1 – Material Subject to Statistical Based Acceptance

Material	Quality Characteristic	Test Method	Quality Characteristic Reported to	Quality Control Plan by the Contractor	Acceptance by the Department	
				Minimum Testing Frequency [a]	Minimum Testing Frequency [a]	Point of Sampling
301 Granular Subbase [f]	Gradation – 703.11	FOP for AASHTO T 27	0.01%	1 test per 5,000 Tons 1 test per 5,000 Tons	1 test per 5,000 Tons	From windrow or roadway
	Sand Equivalent	FOP for AASHTO T 176 (Alt. Method #2), Mechanical	See Note 2.	1 test per 5,000 Tons 1 test per 5,000 Tons	1 test per 5,000 Tons (pass/fail, no statistical analysis)	From windrow or roadway
303 Aggregate Base [f]	Gradation – 703.04	FOP for AASHTO T 27 with FOP for AASHTO T 11 (use wash method for all gradation measurements)	0.01%	1 test per 1,000 Tons 1 test per 1,000 Tons	1 test per 1,000 Tons	From windrow or roadway
	Sand Equivalent	FOP for AASHTO T 176 (Alt. Method #2), Mechanical	See Note 2.	1 test per 1,000 Tons	1 test per 1,000 Tons (pass/fail, no statistical analysis)	From windrow or roadway
	Fracture Count	FOP for AASHTO T 335, Method 1	See Note 2.	1 test per 1,000 Tons	1 test per 1,000 Tons (pass/fail, no statistical analysis)	From windrow or roadway
404 Cover Coat Material [f]	Gradation – 703.06	FOP for AASHTO T 27 with FOP for AASHTO T 11 (use wash method for all gradation measurements)	0.01%	1 test per 400 Tons 1 test per 400 Tons	1 test per 400 Tons	At point of loading to the roadway
	Cleanness Value	Idaho IT 72	See Note 2.	1 test per 400 Tons 1 test per 400 Tons	1 test per 400 Tons (pass/fail, no statistical analysis)	At point of loading to the roadway
	Fracture Count	FOP for AASHTO T 335, Method 1	See Note 2.	1 test per 400 Tons 1 test per 400 Tons	1 test per 400 Tons (pass/fail, no statistical analysis)	At point of loading to the roadway

Continued –QASP SA Table 106.03-1 – Material Subject to Statistical Based Acceptance						
Material	Quality Characteristic	Test Method	Quality Characteristic Reported to	Quality Control Plan by the Contractor	Acceptance by the Department	
				Minimum Testing Frequency [a]	Minimum Testing Frequency [a]	Point of Sampling
405 Superpave Class SP2 [f] [g]	Asphalt Content, P_b [e]	FOP for AASHTO T 168[c] and FOP for AASHTO R 47 and FOP for AASHTO T 308 and FOP for AASHTO T 329	0.01%	1 test minimum per 750 Tons	1 test per 750 Tons	FOP for AASHTO R 97 [c]
	Gradation[e	FOP for AASHTO T 168[c] and FOP for AASHTO R 47 and FOP for AASHTO T 30 (use wash method for all gradation measurements)	0.01%	1 test minimum per 750 Tons	1 test per 750 Tons	FOP for AASHTO R 97 [c]
	Fracture Count	FOP for AASHTO T 335, Method 1	See Note 2.	By the Contractor as needed to control the operation. 1 test minimum per 1,500 Ton	N/A	N/A
	Sand Equivalent	FOP for AASHTO T 176 (Alt. Method #2), Mechanical	See Note 2.	By the Contractor as needed to control the operation. 1 test minimum per 1,500 Tons	N/A	N/A
	Mainline Density, MLD [d]	FOP for AASHTO T 355 [b] or FOP for AASHTO T 343	0.01%	1 test minimum per 375 Tons	1 test per 375 Tons [b]	FOP for AASHTO R 97 [c]
	Recycled Asphalt Pavement	FOP for AASHTO T 308 and FOP for AASHTO T 30	See Note 2.	1 test minimum per 1,500 Tons	N/A	N/A

Continued –QASP SA Table 106.03-1 – Material Subject to Statistical Based Acceptance						
Material	Quality Characteristic	Test Method	Quality Characteristic Reported to	Quality Control Plan by the Contractor	Acceptance by the Department	
				Minimum Testing Frequency [a]	Minimum Testing Frequency [a]	Point of Sampling
405 Superpave HMA Class SP 3, and SP 5 [f] [g]	Asphalt Content, P_b [e]	FOP for AASHTO T 168[c] and FOP for AASHTO R 47 and FOP for AASHTO T 308 and FOP for AASHTO T 329	0.01%	1 test minimum per 750 Tons	1 test minimum per 750 Tons	FOP for AASHTO R 97 [c]
	Gradation [e]	FOP for AASHTO T 30 (use wash method for all gradation measurements)	0.01%	1 test minimum per 750 Tons	1 test minimum per 750 Ton	FOP for AASHTO R 97 [c]
	Maximum Specific Gravity, G_{mm} [e]	FOP for AASHTO T 168[c] and FOP for AASHTO R 47 and FOP for AASHTO T 209 (Bowl Method)	0.001	1 test minimum per 750 Tons	1 test minimum per 750 Ton	FOP for AASHTO R 97 [c]
	Bulk Specific Gravity of Compacted Mix, G_{mb} [e]	FOP for AASHTO T 168[c] and FOP for AASHTO R 47 and FOP for AASHTO T 312 and FOP for AASHTO T 166 (Method A)	0.001	1 test minimum per 750 Tons	1 test minimum per 750 Tons	FOP for AASHTO R 97 [c]
	Effective Specific Gravity of Combined Aggregate, G_{se} [e]	WAQTC TM 13	0.001	1 test minimum per 750 Tons	1 test minimum per 750 Tons	FOP for AASHTO R 97 [c]
	Air Voids @ N_{design}, P_a [e]	WAQTC TM 13	0.01%	1 test minimum per 750 Tons	1 test minimum per 750 Tons	FOP for AASHTO R 97 [c]
	VMA @ N_{design} [e]	WAQTC TM 13	0.01%	1 test minimum per 750 Tons	1 test minimum per 750 Tons	FOP for AASHTO R 97 [c]
	Dust Proportion, DP [e]	WAQTC TM 13	0.001	1 test minimum per 750 Tons	1 test minimum per 750 Tons	FOP for AASHTO R 97 [c]
	Mainline Density [d] [e]	FOP for AASHTO T 355 [b] or FOP for AASHTO T 343 For cores: FOP for AASHTO R 67; FOP for AASHTO T 166 Method A or FOP for AASHTO T 331	0.01%	1 test minimum per 375 Tons	1 test per 375 Tons [b]	Roadway [c]
	Recycled Asphalt Pavement	FOP for AASHTO T 308 and FOP for AASHTO T 30	See Note 2.	1 test minimum per 1,500 Tons	N/A	N/A
635 Anti-Skid Material in Stockpile [f]	Gradation – 703.10	FOP for AASHTO T 27 with FOP for AASHTO T 11 (use wash method for all gradation measurements)	0.01%	1 test per 1,000 Tons By the Contractor as needed to control the operation	1 test per 1,000 Tons	From crusher or if previously crushed, final stockpile location.

Note: 1. Refer to the QA Manual minimum test requirements for minimum testing not included in QASP SA Table 106.03-1.

[a] If the total quantity of material is less than the minimum testing frequency for 1 test from QASP SA Table 106.03-1, acceptance will be as specified in the QA Manual Section 270.04.

[b] When a test strip is not required, density acceptance is based on cores as specified in 405.L.

[c] Sampling from the plant is not permitted unless the planned quantity is less than 750 tons or during the acceptance test strip.

[d] The Department will use nuclear gauges. The Contractor may use nuclear or non-nuclear (i.e., electronic) gauges.

[e] Calculated value based on unrounded results.

[f] This material requires an approved quality control plan.

[g] If the total quantity of material is between 750 and 2,250 tons, the entire quantity of material will be considered a single lot and will be accepted as specified in 405.03.I.

2. This quality characteristic is not subject to statistical based acceptance. Refer to the QA Manual Table 275.01.1 for calculating and reporting requirements.

Title VI Special Provisions

In compliance with the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A):

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

During the performance of work covered by this Contract, the Contractor for themselves, their assignees and successors in interest agree as follows to adhere to Appendix A and E of the USDOT Standard Title VI/Non-Discrimination Assurances:

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 2 l.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration **(**FHWA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company** **Farmington Casualty Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Liliana Castrejon Perez of Spokane, WA , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March**, **2024.**

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **4th** day of **March**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this December 8, 2025 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.