SPECIAL PROVISIONS
&
SUPPLEMENTAL SPECIFICATIONS

CSI-Inch/Pound

Project No:	**NH-STP-0089(105)0**
Name:	**US-89; MP 0 TO MP 10**
	CHIP SEAL
County:	**KANE**
Bid Opening:	**May 10, 2005**
	Date

GOING THE EXTRA MILE

Federal Projects With 8 ½ x 11 Plan Sheets

2005 - U.S. Standard Units (Inch-Pound Units) March 14, 2005

Table of Contents

NH-STP-0089(105)0

I. Statement of 2005 Standard Specifications for Road and Bridge Construction applicability

II. List of Revised Standard Drawings **(March 14, 2005)**

III. Materials Minimum Sampling and Testing

IV. Notice to Contractors

V. Bidding Schedule

VI. Measurement and Payment

VII. PDBS Project Summary Report and Detailed Stationing Summaries Report

VIII. Location Map

IX. Typical Sections or Detail Sheets

X. Standard Drawing Index

XI. Use of Minority or Women Owned Banks

XII. Bid Conditions Disadvantaged Business Enterprise **(March 14, 2005)**

XIII. Attention Contractors

XIV. Specific Equal Employment Opportunity Responsibilities

XV. Required Contract Provisions, Federal-Aid Construction Contracts (PR-1273)

XVI. Wage Rates Applicable/Wage Rates Non-Applicable

Federal Projects With 8 ½ x 11 Plan Sheets

XVII. Special Provisions and Supplemental Specifications **(March 14, 2005)**

1.	00555M	Prosecution and Progress
2.	00725M	Scope of Work
3.	00820M	Legal Relations and Responsibility to the Public
4.	01282M	Payment
5.	01284	Prompt Payment
6.	02742S	Project Specific Surfacing Requirements
7.	02765S	Pavement Marking Paint
8.	02785S	Chip Seal Coat
9.	02785M	Chip Seal Coat
10.	02843	Crash Cushions

I. 2005 Standard Specifications

The State of Utah Standard Specifications for Road and Bridge Construction, U.S. Standard Units (Inch Pound Units), Edition of 2005 applies on this project as a static Specification Book as well as all other applicable specification changes.

Refer Part XVII (Special Provisions and Supplemental Specifications) for other project specific specifications.

II. List of Revised Standard Drawings

Change One

Revised February 24, 2005

AT 1	Legend Sheet	02/24/2005
AT 2	Ramp Meter Details	02/24/2005
AT 3	Ramp Meter Sign Panel	02/24/2005
AT 5	Ramp Meter Loop Installation	02/24/2005
AT 6	Conduit Details	02/24/2005
AT 7	Polymer-Concrete Junction Box Details	02/24/2005
AT 8	ATMS Cabinet	02/24/2005
AT 9	ATMS Cabinet Disconnect And Transformer Frame	02/24/2005
AT 10	CCTV Mounting Details	02/24/2005
AT 11	CCTV Pole Details	02/24/2005
AT 12	CCTV Pole Foundation For Dedicated CCTV Pole	02/24/2005
AT 13	Deleted	N/A
AT 14	Weigh In Motion Piezo Details	02/24/2005
AT 15	RWIS Site And Foundation Details	02/24/2005
AT 16	RWIS Tower Base And Service Pad Layout	02/24/2005
AT 17	Ground Rod Installation And Tower Grounding	02/24/2005
AT 18	TMS Detection Zone Layout	02/24/2005
BA 3	Deleted	N/A
BA 3A	Cast In Place Constant Slope Barrier	02/24/2005
BA 3B	Precast Concrete Constant Slope Transition Section For Crash Cushion And W-Beam Guardrail	02/24/2005
BA 4B	W-Beam Guardrail Transition	02/24/2005
BA 4C	W-Beam Guardrail Transition Curb Section	02/24/2005
CC 7	Deleted	N/A
CC 7A	Grading And Installation Details Crash Cushion Type F Quad Trend 350	02/24/2005
CC 7B	Reserved For Future Use	N/A
CC 8	Deleted	N/A
CC 8A	Grading And Installation Details Crash Cushion Type G	02/24/2005
CC 8B	Grading And Installation Details For “3R” Projects Crash Cushion Type G	02/24/2005
CC 9A	Grading And Installation Details Crash Cushion Type H	02/24/2005
CC 9B	Grading And Installation Details Crash Cushion Type H (Parabolic Flare)	02/24/2005
DD 4	Geometric Design for Freeways (Roadway)	02/24/2005
FG 3	Swing Gates Type I For Gates Less Than 17’	02/24/2005
ST 5	Painted Median And Auxiliary Lane Details	02/24/2005

III. Materials Minimum Sampling and Testing

Follow the requirements of the Current Materials Minimum Sampling and Testing Manual:

Materials Minimum Sampling and Testing Manual reference can be found from the UDOT Web Site at:
http://www.udot.utah.gov/index.php/m=c/tid=645

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Utah Department of Transportation UDOT/DPS Building (4th Floor), 4501 South 2700 West, Salt Lake City, Utah. 84114-8220, until 2 o'clock p.m. Tuesday, May 10, 2005, and at that time the download process of bids from the USERTrust Vault to UDOT will begin, with the public opening of bids scheduled at 2:30 for CHIP SEAL of US-89; MP 0 TO MP 10 in KANE County, the same being identified as Federal Aid Project No: NH-STP-0089(105)0.

Federal Regulations:
In conformity with the Federal-Aid Highway Act of 1968, the U.S. Department of Labor has certified the minimum wage rates to be paid on this contract. These rates are made a part of the contract documents. This Department has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in highway construction work are required to meet the provisions of the Fair Labor Standards Act of 1938, (52 Stat. 1060). This contract is subject to all appropriate Federal Laws, including Title VI of the Civil Rights Act of 1964.

Project Location: 9.4 Miles of Route: 0089 from R.P. 0 to R.P. 9.4

The principal items of work are as follows (for all items of work see attachment):
Chip Seal Coat, Type C
Emulsified Asphalt LMCRS-2
Crash Cushion Type G

The project is to be completed: in 20 Working Days.

Other Requirements:
All project bidding information, including Specifications and Plans, can be viewed, downloaded, and printed from UDOT's Project Development Construction Bid Opening Information website, http://www.udot.utah.gov/index.php/m=c/tid=319. To bid on UDOT projects, bidders must use UDOT's Electronic Bid System (EBS). The EBS software and EBS training schedules are also available on this website.

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

Project Plans cannot be downloaded or printed from the website unless your company is registered with UDOT. Go to UDOT's website to register. Unregistered companies may obtain a **CD**, that contains the Specifications and Plans, from the main office, 4501 South 2700 West, Salt Lake City, (801) 965-4346, for a fee of $20.00, plus tax and mail charge, if applicable, none of which will be refunded.

Prequalification of bidders is required. Prior to submitting a bid, the bidder must have on file with the Utah Department of Transportation a completed and approved contractor's application for prequalification. Department processing time is 10 working days from receipt of properly executed documentation.

As required, a contractor's license must be obtained from the Utah Department of Commerce.

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

The right to reject any or all bids is reserved.

If you need an accommodation under the Americans with Disabilities Act, contact the Construction Division at (801) 965-4346. Please allow three working days.

Additional information may be secured at the office of the Utah Department of Transportation, (801) 965-4346.

Dated this 16th day of April, 2005.

UTAH DEPARTMENT OF TRANSPORTATION
John R. Njord, Director

Revised Date:

Utah Department of Transportation
Bidder's Schedule

Bid Opening Date: 5/10/2005
Project Number: NH-STP-0089(105)0
Project Name: US-89; MP 0 TO MP 10
Concept: CHIP SEAL
Funding: FEDERAL
Bid Items Version#: 1
DBE Goal: 4.00%

Region: REGION 4
County: KANE

10 - ROADWAY

#	Item	Description	Quantity	Unit
1	012850010	Mobilization	1	lump sum
2	013150010	Public Information Services	1	lump sum
3	015540005	Traffic Control	1	lump sum
4	020560010	Borrow	4500	ton
5	022210075	Remove Guardrail	825	foot
6	027650050	Pavement Marking Paint	1720	gallon
7	027850030	Chip Seal Coat, Type C	220000	square yard
8	027850060	Emulsified Asphalt LMCRS-2	378	ton
9	028410010	W-Beam Guardrail	2950	foot
10	028410056	W-Beam Guardrail Curved	67	foot
11	028430035	Crash Cushion Type G	32	each

Note: Item numbers ending with "" or "P" identify a change to the Standard Specification, Supplemental Specifications or Measurement and payment. Read all related documents carefully.

December 15, 2004

CSI Measurement and Payment Instructions

NH-STP-0089(105)0

1	**012850010**	**Mobilization**	**Lump sum**
	Payment	**Amount Paid**	**When Paid**
	First	The lesser of 25% of Mobilization or 2.5% of contract	With first estimate
	Second	The lesser of 25% of Mobilization or 2.5% of contract	With estimate following completion of 5% of contract
	Third	The lesser of 25% of Mobilization or 2.5% of contract	With estimate following completion of 10% of contract
	Fourth	The lesser of 25% of Mobilization or 2.5% of contract	With estimate following completion of 20% of contract
	Final	Amount bid in excess of 10% of contract price.	Project Acceptance-Final

2	**013150010**	**Public Information Services**	**Lump Sum**
	Payment	**Amount Paid**	**When Paid**
	First	25% of bid item amount	With first estimate
	Second	Remaining portion of bid item paid as a percentage of the contract completed	With each estimate

3	**015540005**	**Traffic Control**	**Lump Sum**
	Payment	**Amount Paid**	**When Paid**
	First	25% of the bid item amount	With first estimate
	Second	Remaining portion of bid item paid as a percentage of the contract completed	With each estimate

4	**020560010**	**Borrow**	**Ton**
In place			

5	**022210075**	**Remove Guardrail**	**Feet**
Includes posts, crash cushions, transition elements, and anchorages			

6	**027650050**	**Pavement Marking Paint**	**Gallon**
The Department will not pay for removal of unauthorized, smeared, or damaged markings.			

7	**027850030**	**Chip Seal Coat, Type C**	**Square yard**
In place. Includes cover material, blotter material, and flush coat. Emulsified asphalt paid separately.			

8	**027850060**	**Emulsified Asphalt LMCRS-2**	**Ton**

9	**028410010**	**W-Beam Guardrail**	**Feet**
In place, includes standard w-beam guardrail with posts, blocks, hardware, and barrier reflectors.			

10	**028410056**	**W-Beam Guardrail Curved**	**Feet**
In place, includes shop bent rail elements, CRT posts and blocks with banding, anchor system, specialty bolt hardware, and barrier reflectors.			

11	**028430035**	**Crash Cushion Type G**	**Each**
In place, includes all Crash Cushion Markings – Marker Posts and Plates, Object Markers, and all mounting hardware.			

Summary Report

Project: NH-STP-0089(105)0 **Version: 1**

US-89; MP 0 TO MP 10

Detail	Alt Group	Alt #	Description
10 - ROADWAY	0	0	

Item Number	Description	Qty	Unit
012850010	Mobilization	1	Lump
013150010	Public Information Services	1	Lump
015540005	Traffic Control	1	Lump
020560010	Borrow	4,500	Ton
022210075	Remove Guardrail	825	ft
027650050	Pavement Marking Paint	1,720	gal
027850030	Chip Seal Coat, Type C	220,000	sq yd
027850060	Emulsified Asphalt LMCRS-2	378	Ton
028410010	W-Beam Guardrail	2,950	ft
028410056	W-Beam Guardrail Curved	67	ft
028430035	Crash Cushion Type G	32	Each

Detailed Report

NH-STP-0089(105)0

Version: 1

US-89; MP 0 TO MP 10

10 - ROADWAY **Alt Group: 0** **Alt #: 0**

Item Number	Description	Use Qty	Unit
020560010	**Borrow**	4,500	Ton

Note #	Note
1	Grade pad before installing Guardrail and Crash Cushions according to standard drawing CC 8 and BA 4E and all other applicable standard drawings.

Detailed Report

NH-STP-0089(105)0 **Version: 1**

US-89; MP 0 TO MP 10

10 - ROADWAY **Alt Group: 0** **Alt #: 0**

Item Number	Description	Use Qty	Unit
022210075	**Remove Guardrail**	825	ft

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
SR-89	MP 0.59	LT			25.0	
SR-89	MP 0.63	RT			25.0	
SR-89	MP 1.05	RT			25.0	
SR-89	MP 1.06	LT			25.0	
SR-89	MP 1.11	RT			25.0	
SR-89	MP 1.14	LT			25.0	
SR-89	MP 1.47	LT			25.0	
SR-89	MP 1.56	LT			25.0	
SR-89	MP 3.5	LT			25.0	
SR-89	MP 3.53	RT			25.0	
SR-89	MP 3.62	RT			25.0	
SR-89	MP 3.65	LT			25.0	
SR-89	MP 4.07	LT			25.0	
SR-89	MP 4.07	RT			25.0	
SR-89	MP 4.2	LT			25.0	
SR-89	MP 4.28	RT			25.0	
SR-89	MP 4.64	LT			25.0	
SR-89	MP 4.64	RT			25.0	
SR-89	MP 4.73	LT			25.0	
SR-89	MP 4.81	RT			25.0	
SR-89	MP 4.89	RT			25.0	
SR-89	MP 4.93	LT			25.0	
SR-89	MP 4.96	RT			25.0	
SR-89	MP 4.98	LT			25.0	
SR-89	MP 5.15	RT			25.0	
SR-89	MP 5.19	LT			25.0	
SR-89	MP 5.26	RT			25.0	
SR-89	MP 5.31	LT			25.0	
SR-89	MP 7.0	RT			25.0	
SR-89	MP 7.04	LT			25.0	
SR-89	MP 7.12	RT			25.0	
SR-89	MP 8.27	RT			25.0	
SR-89	MP 8.6	RT			25.0	
					825.0	

Note #	Note
1	Remove Texas Turn Down System.

Detailed Report

NH-STP-0089(105)0

Version: 1

US-89; MP 0 TO MP 10

027650050 **Pavement Marking Paint** 1,720 gal

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
SR-89	MP 0.0		MP 9.4		600.0	White 2nd Application
SR-89	MP 0.0		MP 9.4		260.0	Yellow 1st Application
SR-89	MP 0.0		MP 9.4		260.0	Yellow 2nd Application
SR-89	MP 0.0		MP 9.4		600.0	White 1st Application
					1,720.0	

027850030 **Chip Seal Coat, Type C** 220,000 sq yd

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
SR-89	MP 0.0		MP 9.4		220,000.0	
					220,000.0	

027850060 **Emulsified Asphalt LMCRS-2** 378 Ton

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
SR-89	MP 0.0		MP 9.4		378.0	
					378.0	

Note #	Note
1	Assumed Application Rate = 0.41 gal/yd2 Assumed Unit Weight = 239 gal/ton

Detailed Report

NH-STP-0089(105)0 **Version: 1**

US-89; MP 0 TO MP 10

10 - ROADWAY **Alt Group: 0** **Alt #: 0**

Item Number	Description	Use Qty	Unit
028410010	**W-Beam Guardrail**	2,950	ft

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
SR-89	MP 0.59	LT			87.5	
SR-89	MP 0.63	RT			225.0	
SR-89	MP 1.05	RT			175.0	
SR-89	MP 1.06	LT			37.5	
SR-89	MP 1.11	RT			37.5	
SR-89	MP 1.14	LT			75.0	
SR-89	MP 1.47	LT			37.5	
SR-89	MP 1.56	LT			100.0	
SR-89	MP 3.53	RT			175.0	
SR-89	MP 3.65	LT			37.5	
SR-89	MP 4.07	LT			37.5	
SR-89	MP 4.07	RT			25.0	
SR-89	MP 4.2	LT			275.0	
SR-89	MP 4.28	RT			37.5	
SR-89	MP 4.64	LT			87.5	
SR-89	MP 4.64	RT			275.0	
SR-89	MP 4.73	LT			225.0	
SR-89	MP 4.89	RT			175.0	
SR-89	MP 4.93	LT			87.5	
SR-89	MP 4.98	LT			175.0	
SR-89	MP 5.15	RT			175.0	
SR-89	MP 5.31	LT			75.0	
SR-89	MP 7.0	RT			100.0	
SR-89	MP 7.04	LT			87.5	
SR-89	MP 8.27	RT			125.0	
					2,950.0	

Note #	Note
1	Length of Need = 305' for Approaching End Length of Need = 125' for Trailing End
2	Field Fit Barrier as needed to make sure Length of Need is met for the delineation of the existing hazard.

Detailed Report

NH-STP-0089(105)0 **Version: 1**

US-89; MP 0 TO MP 10

10 - ROADWAY **Alt Group: 0** **Alt #: 0**

Item Number	Description	Use Qty	Unit
028410056	**W-Beam Guardrail Curved**	67	ft

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
SR-89	MP 4.07	RT			70.0	
					70.0	

Note #	Note
1	Use a Radius of 25' 6" with 8 CRT Posts. See Standard Drawing BA 4L

Detailed Report

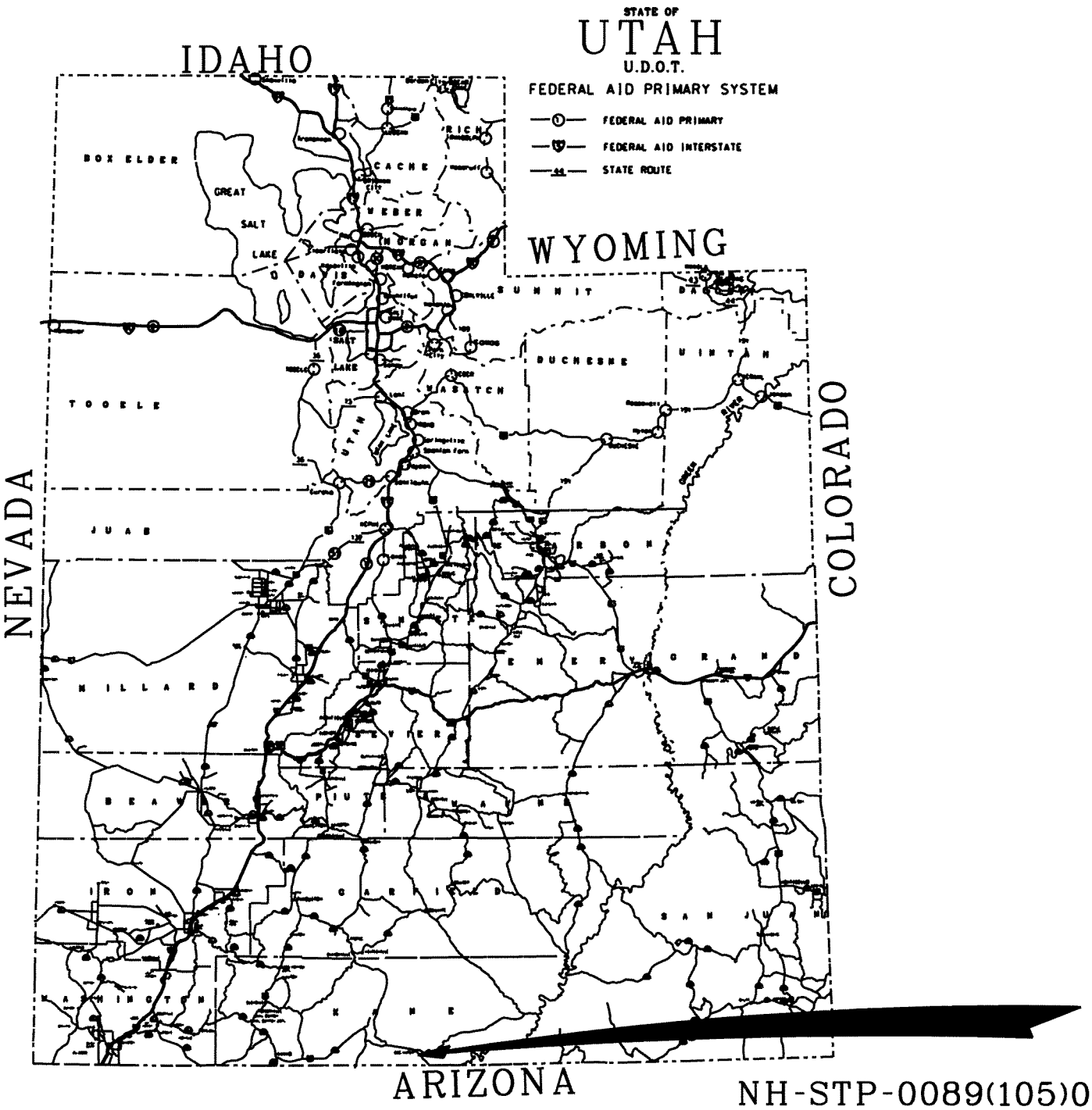
NH-STP-0089(105)0 **Version: 1**

US-89; MP 0 TO MP 10

10 - ROADWAY **Alt Group: 0** **Alt #: 0**

Item Number	Description	Use Qty	Unit
028430035	**Crash Cushion Type G**	32	Each

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
SR-89	MP 0.59	LT			1.0	
SR-89	MP 0.63	RT			1.0	
SR-89	MP 1.05	RT			1.0	
SR-89	MP 1.06	LT			1.0	
SR-89	MP 1.11	RT			1.0	
SR-89	MP 1.14	LT			1.0	
SR-89	MP 1.47	LT			1.0	
SR-89	MP 1.56	LT			1.0	
SR-89	MP 3.5	LT			1.0	
SR-89	MP 3.53	RT			1.0	
SR-89	MP 3.62	RT			1.0	
SR-89	MP 3.65	LT			1.0	
SR-89	MP 4.07	LT			1.0	
SR-89	MP 4.2	LT			1.0	
SR-89	MP 4.28	RT			1.0	
SR-89	MP 4.64	LT			1.0	
SR-89	MP 4.64	RT			1.0	
SR-89	MP 4.73	LT			1.0	
SR-89	MP 4.81	RT			1.0	
SR-89	MP 4.89	RT			1.0	
SR-89	MP 4.93	LT			1.0	
SR-89	MP 4.96	RT			1.0	
SR-89	MP 4.98	LT			1.0	
SR-89	MP 5.15	RT			1.0	
SR-89	MP 5.19	LT			1.0	
SR-89	MP 5.26	RT			1.0	
SR-89	MP 5.31	LT			1.0	
SR-89	MP 7.0	RT			1.0	
SR-89	MP 7.04	LT			1.0	
SR-89	MP 7.12	RT			1.0	
SR-89	MP 8.27	RT			1.0	
SR-89	MP 8.6	RT			1.0	
					32.0	



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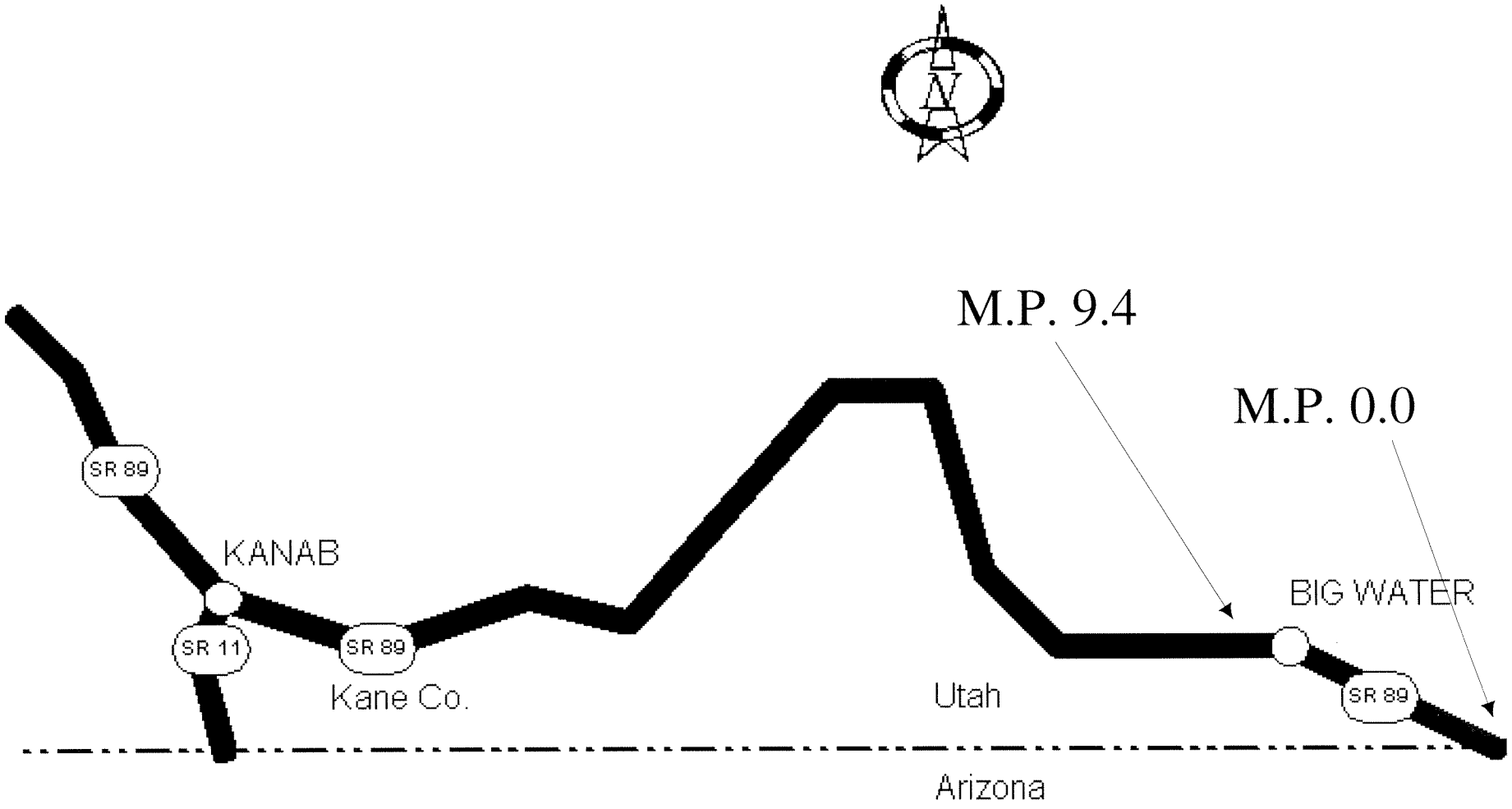

IX. Typical Sections or Detail Sheets

NO TYPICAL OR DETAIL SHEETS

X. Standard Drawings Index

STANDARD DRAWINGS INDEX (Change 1, Dated 03/14/05)

UTAH DEPARTMENT OF TRANSPORTATION

	NUMBER	TITLE	CURRENT DATE
		Advanced Traffic Management System (AT)	
	AT 1	Legend Sheet	**02/24/05**
	AT 2	Ramp Meter Details	**02/24/05**
	AT 3	Ramp Meter Sign Panel	**02/24/05**
	AT 4	Typical Ramp Meter Signal Head Mounting	01/01/05
	AT 5	Ramp Meter Loop Installation	**02/24/05**
	AT 6	Conduit Details	**02/24/05**
	AT 7	Polymer-Concrete Junction Box Details	**02/24/05**
	AT 8	ATMS Cabinet	**02/24/05**
	AT 9	ATMS Cabinet Disconnect And Transformer Frame	**02/24/05**
	AT 10	CCTV Mounting Details	**02/24/05**
	AT 11	CCTV Pole Details	**02/24/05**
	AT 12	CCTV Pole Foundation For Dedicated CCTV Pole	**02/24/05**
	AT 13	Not Used	
	AT 14	Weigh In Motion Piezo Details	**02/24/05**
	AT 15	RWIS Site And Foundation Details	**02/24/05**
	AT 16	RWIS Tower Base And Service Pad Layout	**02/24/05**
	AT 17	Ground Rod Installation And Tower Grounding	**02/24/05**
	AT 18	TMS Detection Zone Layout	**02/24/05**
		Barriers (BA)	
	BA 1A	Precast Concrete Full Barrier Standard Section	01/01/05
	BA 1B	Precast Concrete Full Barrier Standard Section	01/01/05
	BA 1C	Precast Concrete Barrier Terminal For Speed ≤ 40 MPH	01/01/05
	BA 1D	Precast Concrete Full Section Median Installation	01/01/05
	BA 1E	Precast Concrete Full Section Shoulder Applications	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
	BA 2	Precast Concrete Half Barrier Standard Section	01/01/05
	BA 3A	Cast In Place Constant Slope Barrier	**02/24/05**
	BA 3B	Precast Concrete Constant Slope Transition Section For Crash Cushion And W-Beam Guardrail	**02/24/05**
	BA 4A	W-Beam Guardrail Hardware	01/01/05
	BA 4B	W-Beam Guardrail Transition	**02/24/05**
	BA 4C	W-Beam Guardrail Transition Curb Section	**02/24/05**
	BA 4D	W-Beam Guardrail Anchor Type I	01/01/05
	BA 4E	W-Beam Guardrail Installations	01/01/05
	BA 4F	W-Beam Guardrail Typicals Divided Roadways	01/01/05
	BA 4G	W-Beam Guardrail Typical Multilane Arterial	01/01/05
	BA 4H	W-Beam Guardrail Typical 2 Lane 2 Way	01/01/05
	BA 4I	W-Beam Guardrail Buried In Backslope Terminal	01/01/05
	BA 4J	W-Beam Guardrail Buried In Backslope Terminal With Rub Rail	01/01/05
	BA 4K	W-Beam Guardrail Buried In Backslope Terminal Anchor	01/01/05
	BA 4L	W-Beam Guardrail Curve Details	01/01/05
	BA 4M	W-Beam Guardrail Nested Guardrail 12’ 6” Span	01/01/05
	BA 4N	W-Beam Guardrail Nested Guardrail 18’ 9” Span	01/01/05
	BA 4O	W-Beam Guardrail Nested Guardrail 25’ Span	01/01/05
	BA 4P	W-Beam Guardrail With Precast Barrier For Span > 25’	01/01/05
		Catch Basins And Cleanouts (CB)	
	CB 1	Curb and Gutter Inlet	01/01/05
	CB 2	Open Curb Inlet	01/01/05
	CB 3	Shallow Catch Basin	01/01/05
	CB 4	Open Curb Shallow Catch Basin	01/01/05
	CB 5A	Standard Catch Basin and Cleanout Box	01/01/05
	CB 5B	Standard Catch Basin and Cleanout Box Section	01/01/05
	CB 6A	Drop Inlet Type “A”	01/01/05
	CB 6B	Berm Apron With Drop Inlet Type “A”	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
	CB 7A	Drop Inlet Type “B”	01/01/05
	CB 7B	Normal Apron With Drop Inlet Type “B”	01/01/05
	CB 8A	Double Catch Basin	01/01/05
	CB 8B	Double Catch Basin	01/01/05
	CB 9A	Standard Catch Basin And Cleanout Box Situation And Layout	01/01/05
	CB 9B	Standard Catch Basin And Cleanout Box Section Details	01/01/05
	CB 9C	Standard Catch Basin And Cleanout Box Schedule Of Installation 18” to 42” RCP 12” to 48” CMP	01/01/05
	CB 9D	Standard Catch Basin And Cleanout Box Schedule Of Installation 48” to 66” RCP 60” to 78” CMP	01/01/05
	CB 10A	Standard Catch Basin And Cleanout Box Situation And Layout	01/01/05
	CB 10B	Standard Catch Basin And Cleanout Box Section Details	01/01/05
	CB 10C	Standard Catch Basin And Cleanout Box Schedule Of Installation 42” to 60” RCP 48” to 72” CMP	01/01/05
	CB 11	Standard Manhole	01/01/05
		Crash Cushions (CC)	
	CC 1	Crash Cushion Markings	01/01/05
	CC 2	Crash Cushion Drainage Details Guideline A	01/01/05
	CC 3	Crash Cushion Drainage Details Guideline B	01/01/05
	CC 4	Details For Placement Crash Cushions Type A, B, And D	01/01/05
	CC 5	Grading And Placement Details Crash Cushion Type C	01/01/05
	CC 6	Crash Cushion Type E Sand Barrel Details	01/01/05
	CC 7A	Grading And Installation Details Crash Cushion Type F Quad Trend 350	**02/24/05**
	CC 7B	Reserved For Future Use	
	CC 8A	Grading And Installation Details Crash Cushion Type G	**02/24/05**
	CC 8B	Grading And Installation Details For “3R” Projects Crash Cushion Type G	**02/24/05**
	CC 9A	Grading And Installation Details Crash Cushion Type H	**02/24/05**
	CC 9B	Grading And Installation Details Crash Cushion Type H (Parabolic Flare)	**02/24/05**

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
		Diversion Boxes (DB)	
	DB 1A	Standard Diversion Box/Cover Plate/Grating For 18” DIA. or 24” DIA. Pipe	01/01/05
	DB 1B	Standard Diversion Box Hinged Lid Details For 18” DIA. or 24” DIA. Pipe	01/01/05
	DB 1C	Standard Diversion Box Bicycle - Safe Grating Details For 18” DIA. or 24” DIA. Pipe	01/01/05
	DB 1D	Standard Diversion Box Three Gate Box Sections For 18” DIA. or 24” DIA. Pipe	01/01/05
	DB 1E	Standard Diversion Box Three Gate Box Sections For 18” DIA. or 24” DIA. Pipe	01/01/05
	DB 1F	Standard Diversion Box Three Gate Box Sections For 18” DIA. or 24” DIA. Pipe	01/01/05
	DB 2A	Standard Diversion Box w/Interchangeable Walls, Bottom Slab, Walls And Apron Details	01/01/05
	DB 2B	Standard Diversion Box w/Interchangeable Walls, Quantities Schedule	01/01/05
	DB 2C	Standard Diversion Box w/Interchangeable Walls, Hand Slide Gate Details	01/01/05
	DB 2D	Standard Diversion Box Type “G” Hand Slide Gate Details	01/01/05
	DB 2E	Standard Diversion Box Hinged Lid (Solid Cover Plate) Type “A” Details Type I Plan	01/01/05
	DB 2F	Standard Diversion Box Hinged Lid (Solid Cover Plate) Type “A” Details Type II Plan	01/01/05
	DB 2G	Standard Diversion Box Hinged Lid Solid Cover Type “B” Details	01/01/05
	DB 2H	Standard Diversion Box Hinged Lid Solid Cover Type “B” And “C” Details	01/01/05
	DB 3A	Standard Diversion Box With Manhole Cover Situation And Layout	01/01/05
	DB 3B	Standard Diversion Box With Manhole Cover Up To 42” RCP And Up To 54” CMP	01/01/05
	DB 3C	Standard Diversion Box With Manhole Cover 48” to 72” RCP And 60” to 84” CMP	01/01/05
	DB 4	Standard Transition Concrete Lined Ditch To Pipe Or Diversion Box	01/01/05
		Design Drawings (DD)	
	DD 1	Superelevation And Widening	01/01/05
	DD 2	Surface Ditch, Benched Slope, And Cut Ditch Details	01/01/05
	DD 3	Climbing Lanes	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
	DD 4	Geometric Design for Freeways (Roadway)	**02/24/05**
	DD 5	Entrance And Exit Ramps At Crossroads	01/01/05
	DD 6	Entrance And Exit Ramp Geometrics	01/01/05
	DD 7	Freeway Crossover	01/01/05
	DD 8	Structural Geometric Design Standards For Clearances	01/01/05
	DD 9	Structural Geometric Design Standards	01/01/05
	DD 10	Railroad Clearances At Highway Overpass Structures	01/01/05
	DD 11	Rural Multi Lane Highways Other Than Freeways	01/01/05
	DD 12	Rural Two Lane Highways	01/01/05
	DD 13	Frontage And Access Roads (Under 50 ADT)	01/01/05
	DD 14	Typical Rural 2 Lane Road With Median Lane And Deceleration Lane For Intersecting Crossroads	01/01/05
		Drainage (DG)	
	DG 1	Fill Height for Metal Pipe (Steel)	01/01/05
	DG 2	Fill Height for Metal Pipe (Aluminum)	01/01/05
	DG 3	Maximum Fill Height For HDPE And PVC Pipes	01/01/05
	DG 4	Pipe Minimum Cover	01/01/05
	DG 5	Plastic Pipe, Metal Pipe Or Pipe Arch Culvert Bedding	01/01/05
	DG 6	Precast Concrete Pipe Culvert	01/01/05
	DG 7	Gasketted Joints Or Coupling Bands For CMP	01/01/05
	DG 8	Metal Culvert End Section	01/01/05
	DG 9	Miscellaneous Pipe Details	01/01/05
		Environmental Controls (EN)	
	EN 1	Temporary Erosion Control (Check Dams)	01/01/05
	EN 2	Temporary Erosion Control (Silt Fence)	01/01/05
	EN 3	Temporary Erosion Control (Slope Drain And Temporary Berm)	01/01/05
	EN 4	Temporary Erosion Control (Drop Inlet Barriers)	01/01/05
	EN 5	Temporary Erosion Control (Sediment Trap And Curb Inlet Barrier)	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
		Fence And Gates (FG)	
	FG 1A	Right Of Way Fence And Gates (Wood Post)	01/01/05
	FG 1B	Right Of Way Fence And Gates (Wood Post)	01/01/05
	FG 2A	Right Of Way Fence And Gates (Metal Post)	01/01/05
	FG 2B	Right Of Way Fence And Gates (Metal Post)	01/01/05
	FG 3	Swing Gates Type I For Gates Less Than 17’	**02/24/05**
	FG 4	Deer Gates	01/01/05
	FG 5	Swing Gates Type II For Gates Wider Than 17’	01/01/05
	FG 6	Chain Link Fence	01/01/05
		Grates, Frames, And Trash Racks (GF)	
	GF 1	Manhole Frame And Grated Cover	01/01/05
	GF 2	Manhole Frame And Solid Cover	01/01/05
	GF 3	Rectangular Grate And Frame	01/01/05
	GF 4	Directional Flow Grate And Frame	01/01/05
	GF 5	Solid Cover And Frame	01/01/05
	GF 6	Manhole Steps	01/01/05
	GF 7	Standard Screw Gate And Frame	01/01/05
	GF 8	2’ x 2’ Grate And Frame	01/01/05
	GF 9	28” x 24” Directional Flow Grate And Frame	01/01/05
	GF 10	Standard Trash Racks 90 ° X-ing Angle	01/01/05
	GF 11	Standard Trash Racks	01/01/05
	GF 12	Standard Trash Racks	01/01/05
	GF 13	Open Curb Inlet Grate and Frame	01/01/05
	GF 14	Solid Cover For Std Dwg DB 1 MS-18 Loading	01/01/05
	GF 15	Standard Screw Gate And Frame	01/01/05
		General Road Work (GW)	
	GW 1	Raised Median And Plowable End Section	01/01/05
	GW 2	Concrete Curb And Gutter	01/01/05
	GW 3	Concrete Curb And Gutter Details	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
	GW 4	Concrete Driveways And Sidewalks	01/01/05
	GW 5A	Pedestrian Access	01/01/05
	GW 5B	Pedestrian Access	01/01/05
	GW 5C	Pedestrian Access	01/01/05
	GW 6	Right Of Way Marker	01/01/05
	GW 7	Newspaper And Mailbox Stop Layout	01/01/05
	GW 8	Newspaper And Mailbox Support Hardware	01/01/05
	GW 9	Delineation Hardware	01/01/05
	GW 10	Delineation Application	01/01/05
	GW 11	Sidewalks And Shoulders On Urban Roadways	01/01/05
		Paving (PV)	
	PV 1	Joints For Highways With Concrete Traffic Lanes And Shoulders	01/01/05
	PV 2	Pavement/Approach Slab Details	01/01/05
	PV 3	Concrete Pavement Details For Urban And Interstate	01/01/05
	PV 4	Concrete Pavement Details For Urban And Interstate	01/01/05
	PV 5	Urban Concrete Pavement Details	01/01/05
	PV 6	Rumble Strips	01/01/05
	PV 7	Rumble Strips - Typical Application	01/01/05
	PV 8	Note Used	
	PV 9	Dowel Bar Retrofit	01/01/05
		Signals (SL)	
	SL 1A	Traffic Signal Mast Arm Pole And Luminaire Extension	01/01/05
	SL 1B	Traffic Signal Mast Arm Pole And Luminaire Extension	01/01/05
	SL 2	Traffic Signal Mast Arm Details 30’ Thru 75’	01/01/05
	SL 3	Underground Service Pedestal Details	01/01/05
	SL 4	Traffic Signal Mast Arm Pole Foundation	01/01/05
	SL 5	Traffic Signal Pole	01/01/05
	SL 6	Pole Mounted Power Source Details	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
	SL 7	Span Wire Signal Pole Details	01/01/05
	SL 8	Signal Head Details	01/01/05
	SL 9	Pedestrian Signal Assembly	01/01/05
	SL 10	Traffic Signal Controller Base Details	01/01/05
	SL 11	Traffic Signal Loop Detector Details	01/01/05
	SL 12	Traffic Counting Loop Detector Details	01/01/05
	SL 13	Not Used	
	SL 14	Highway Luminaire Pole Ground Mount	01/01/05
	SL 15	Luminaire Slip Base Details	01/01/05
	SL 16	Highway Luminaire Pole Barrier Mount	01/01/05
	SL 17	Highway Luminaire Pole Foundation Extension	01/01/05
	SL 18	Single Transformer Substation Details	01/01/05
		Signs (SN)	
	SN 1	Bridge Load Limits Signs	01/01/05
	SN 2	School Speed Limit Assembly	01/01/05
	SN 3	Overhead School Speed Limit Assembly	01/01/05
	SN 4	Flashing Stop Sign	01/01/05
	SN 5	Typical Installation For Milepost Signs	01/01/05
	SN 6	Speed Reduction Sign Sequence	01/01/05
	SN 7	Placement of Ground Mounted Signs	01/01/05
	SN 8	Ground Mounted Timber Sign Post (P1)	01/01/05
	SN 9	Ground Mounted Tubular Steel Sign Post (P2)	01/01/05
	SN 10	Ground Mounted Square Steel Sign Post (P3)	01/01/05
	SN 11	Slipbase Ground Mounted Tubular Steel Sign Post (P4)	01/01/05
	SN 12A	Ground Mounted Sign Installation Details	01/01/05
	SN 12B	Ground Mounted Sign Installation Details	01/01/05
	SN 12C	Ground Mounted Sign Installation Details	01/01/05
		Striping (ST)	
	ST 1	Object Markers “T” Intersection And Pavement Transition Guidance	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
	ST 2	Freeway Crossover Markings	01/01/05
	ST 3	Typical Pavement Markings	01/01/05
	ST 4	Crosswalks, Parking And Intersection Approaches	01/01/05
	ST 5	Painted Median And Auxiliary Lane Details	**02/24/05**
	ST 6	Passing/Climbing Lanes Traffic Control	01/01/05
	ST 7	Pavement Markings And Signs At Railroad Crossing	01/01/05
	ST 8	Plowable Pavement Markers	01/01/05
	ST 9	School Crossing And School Message	01/01/05
		Structures And Walls (SW)	
	SW 1A	Welded End Guard Unit	01/01/05
	SW 1B	Precast Concrete Cattle Guard	01/01/05
	SW 2	Noise Wall Placement Area	01/01/05
	SW 3A	Precast Concrete Noise Wall 1 Of 2	01/01/05
	SW 3B	Precast Concrete Noise Wall 2 Of 2	01/01/05
	SW 4A	Precast Concrete Retaining/Noise Wall 1 Of 2	01/01/05
	SW 4B	Precast Concrete Retaining/Noise Wall 2 Of 2	01/01/05
		Traffic Control (TC)	
	TC 1A	Construction Zone Channelization Devices	01/01/05
	TC 1B	Construction Zone Signing	01/01/05
	TC 2A	Traffic Control General	01/01/05
	TC 2B	Traffic Control General	01/01/05
	TC 3	Traffic Control Project Limit Signing	01/01/05
	TC 4	Traffic Control Urban Intersections With Roadways Under 50 MPH	01/01/05
	TC 5	Traffic Control Urban Intersections With Roadways Under 50 MPH	01/01/05
	TC 6	Traffic Control Pedestrian Routing	01/01/05
	TC 7	Traffic Control Road Closed, Detour	01/01/05
	TC 8	Traffic Control Lane Closure	01/01/05
	TC 9	Traffic Control Multilane Closure	01/01/05

Federal Projects With 8 ½ x 11 Plan Sheets

	NUMBER	TITLE	CURRENT DATE
	TC 10	Traffic Control Expressway And Freeway Crossover/Turn Around	01/01/05
	TC 11	Traffic Control Exit Ramp Gore	01/01/05
	TC 12	Traffic Control Entrance Ramp Gore	01/01/05
	TC 13	Traffic Control Shoulder-Haul Road	01/01/05
	TC 14	Traffic Control Flagging Operation	01/01/05
	TC 15	Traffic Control 2 Lane/2 Way Seal Coat With Cover Material	01/01/05
	TC 16	Traffic Control Pavement Marking	01/01/05

XI. Use of Minority or Women Owned Banks

SPECIAL PROVISION

In the spirit of Federal Department of Transportation regulations the Utah Department of Transportation encourages all contractors and suppliers to thoroughly investigate the services offered by banks controlled and/or owned by minorities or women and to utilize their services as deemed feasible.

XII. Bid Conditions
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

POLICY

"Policy Statement"

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

"Objectives"

The objectives of this policy are to:

1. Ensure nondiscrimination in the award and administration of DOT assisted contracts;

2. Create a level playing field on which DBEs can compete fairly for DOT assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet *49 CFR 26* eligibility standards are permitted to participate as DBEs;

5. Remove barriers to the participation of DBEs in Federal aid contracts;

6. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

7. Provide appropriate flexibility in establishing and providing opportunities for DBEs.

"Responsibilities"

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

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

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

DBE BID AND PERFORMANCE CONDITIONS

"Obligations"

The contractor, subcontractor, service provider, or supplier at any lower tier 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 DEPARTMENT deems appropriate.

"Assurances"

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

> The contractor, sub recipient 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 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.

A. CONTRACT GOAL

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

   a. If the indicated DBE percent of the *CONTRACT DBE GOAL* is greater than 0.0 percent, complete Part A of the DBE BID ASSURANCE. Refer to Bidding Requirements, Section D, Subsection 1,a, of this Special Provision. (The commitment dollar amount up to the amount of the assigned goal is Race Conscious DBE participation. Any commitment dollar amount in excess of the assigned goal is Race Neutral Participation.)

b. If the indicated DBE percent of the *CONTRACT DBE GOAL* is 0.0 percent complete Part B of the DBE BID ASSURANCE. Refer to Bidding Requirements, Section D, Subsection 1,b, of this Special Provision. (Any commitment to a DBE is Race Neutral Participation.)

CONTRACT DBE GOAL: _____4_____ Percent

2. GOALS

a. GOAL FOR BID EVALUATION

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

b. RACE CONSCIOUS GOAL

DBE participation on projects that are assigned a Goal for Bid Evaluation that is greater than 0.0 percent is *race conscious* and the DBE commitment becomes a contract specification upon award. The Bidder must submit with its Bid Proposal a *DBE Commitment*, prepared within the EBS software, that indicates:

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

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

c. RACE NEUTRAL GOAL

DBE participation on projects that are assigned 0.0 percent Goal for Bid Evaluation is *race neutral* and does not become a contract specification upon award. The Bidder must take equal opportunity action to allow DBEs to compete for and perform on subcontracts. Only work classifications that the Bidder will subcontract need to be considered in evaluating equal opportunity action in the bid preparation. Contacts that have been made with DBE firms regarding potential work to be subcontracted and the results of such contacts are to be submitted with the EBS prepared Bid Proposal in *Race Neutral DBE Documentation* which contains:

(1) The work classifications that will be subcontracted.
(2) DBE firms contacted.
(3) Result of contact
(4) Name of anticipated DBE subcontractor(s)
(5) Anticipated work items to be performed by DBEs.
(6) Anticipated dollar amount of subcontract(s).

NOTE: In the EBS (Electronic Bidding System):
Use the Quote Comparison to document item (1).
Use the DBE Contact Log to document items (2) and (3).
Use the DBE Commitment to document items (4), (5), and (6).

The *Race Neutral DBE Documentation* is required to document equal opportunity action and to assist UDOT with DBE reporting and DBE goal setting. Use the EBS functions in above NOTE as the Race Neutral DBE Documentation.

d. GOAL FOR CONTRACT PERFORMANCE

The Bidder's *DBE Commitment* becomes an attachment to the Bid Proposal and is a condition of award, and thereby becomes a contract specification. Upon award, this Race Conscious DBE Commitment also becomes the minimum goal for contract performance.

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

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

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

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

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

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

Any change by the Contractor in the DBE Commitment requires that the change is approved by a Change Order.

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

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

e. GOAL FOR FINAL COMPLIANCE

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

B. DEFINITIONS

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

1. Contract means a legally binding relationship obligating a seller to furnish supplies or services including but not limited to, construction and professional services) and the buyer to pay for them.
2. Contractor means one who participates, through a contract or subcontract (at any tier).

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

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

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

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

   d. Whose size is limited to average annual gross receipts of $17,425,000 over the previous three fiscal years. The Secretary of Transportation may adjust this amount from time to time for inflation.

OR

Whose size is limited to the current SBA Business size standard(s) found in 23 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.

4. DBE Goals mean:

   a. UDOT's annual overall goal on DOT-assisted projects for Federal fiscal year

   b. 2005 is 8.9 percent. 3.9 percent of the overall goal is a race neutral goal and reflects the level of DBE participation that would be expected absent the effects of discrimination. There is an implied DBE goal on projects with no goals (0.0 percent) that have subcontracting opportunities. The implied goal is the percent achievable by equal opportunity efforts.

   c. 5.0 percent of the goal is a race conscious goal and reflects the level of DBE participation that will be achieved in response to assigned DBE goals.

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

   The DEPARTMENT's Civil Rights Office prior to bid opening must approve a DBE joint venture in order to be utilized for the satisfaction of contract DBE goals. A DBE Joint Venture application must be submitted allowing ample lead-time for the Civil Rights Office to review, evaluate, and verify information provided for in the application. An interview of the applicant may be necessary at the discretion of the DEPARTMENT prior to approval of the application. If an interview is deemed necessary it will be scheduled at the convenience of all parties.

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

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

7. Good Faith Efforts means efforts to achieve a DBE goal or other requirements of this part that by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements.

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

9. Prompt Payment means payment made no later than ten (10) work days after receipt of payment by the Contractor or Subcontractor, Service Provider or Supplier at any lower tier.

10. Race Conscious measure or program is focused specifically on assisting only DBEs, including women-owned DBEs. UDOT must establish contract goals to meet any portion of its overall DBE goal that it does not project being able to meet using race neutral means. To ensure that the DBE program continues to be narrowly tailored to overcome the effects of discrimination, UDOT must adjust the use of contract goals as follows:

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

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

11. Race Neutral measure or program is one that is, or can be, used to assist all small businesses. UDOT must meet the maximum feasible portion if its overall DBE goal by using race -neutral means of facilitating DBE participation. Race neutral DBE participation includes:

    a. Any time a DBE wins a prime contract through customary competitive procurement procedures,

    b. Is awarded a subcontract on a prime contract that does not carry a DBE goal,

    c. Is awarded a subcontract from a prime contractor that did not consider its DBE status in making the award even if there is a DBE goal.
    For the purposes of this part, race-neutral includes gender-neutrality.

12. Regular Employee is a person who:

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

    b. Is a permanent employee of the DBE firm

       Or

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

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

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

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

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

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

    Or

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

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

    d. The equipment cannot belong to:

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

    e. The equipment cannot come from another contractor fully operated.

14. Reasonable Bid

This is a bid the DEPARTMENT would accept if it were the only bid submitted. Generally, this is a bid within 10 percent of the Engineer's Estimate.

15. Responsible Bidder

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

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

16 Responsive Bidder

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

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

17. Satisfactory Completion of a subcontract occurs when:

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

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

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

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

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

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

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

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

20. Socially and Economically Disadvantaged Individuals means any individual who is a citizen (or lawful admitted permanent resident) of the United States and who is:

a. Any individual who the DEPARTMENT finds to be a socially and economically disadvantaged individual on a case-by-case basis.

b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(1) “Black Americans,” which includes persons having origins in any of the black racial groups of Africa;

(2) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(3) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S.Trust Territories of the Pacific Islands, (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.

(6) Women.

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

21. Subcontractor

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

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

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

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

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

All conditions involved shall be considered and no one condition alone will normally determine whether a subcontract actually exists. In all cases, a DBE subcontractor must be an independent organization, and the ownership and control by the socially and economically disadvantaged individual(s) must be real and continuing. The prime contractor, a subcontractor, or a supplier shall not be responsible for the various operating and management activities of a DBE firm.

22. Supplier

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

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

C. DETERMINATION OF DBE CONTRACTOR'S ELIGIBILITY BY UUCP

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

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

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

http://www.udot.utah.gov/index.php?m=c&tid=198

An electronic file of the UUCP DBE Directory is available for downloading to use in the Electronic Bidding System (EBS) at the following URL (click on this link):

http://www.udot.utah.gov/index.php/m=c/tid=317

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

   The UUCP prior to bid opening must grant DBE status to any DBE Contractor or DBE Joint Ventures. DBE credit will not be allowed toward *race conscious* goals for a firm or joint venture that has not been DBE certified by the UUCP.

D. BIDDING REQUIREMENTS

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

1. DBE Bid Assurance

   a. Race Conscious Goal
   For a bid with a DBE goal greater than 0.0 percent to be considered responsive, *Part* A of the DBE Bid Assurance must be completed and included in the BID PROPOSAL, certifying that they will meet or exceed the Goal for Bid Evaluation established in Subsection A, or that they fail to meet the goal but have and will put forth good faith effort to meet or exceed the goal of the DBE program. *The EBS software based upon the entry of the DBE Commitment and/or the Good Faith Documentation into EBS will complete part A of the DBE Bid Assurance*. In either event, the Contractor shall continue efforts to consider and utilize DBE firms during the performance of the contract.

   b. Race Neutral Goal
   For a bid with a DBE goal of 0.0 percent to be considered responsive, *Part B* of the DBE Bid Assurance must be included in the BID PROPOSAL certifying that the Bidder has utilized equal opportunity action to allow DBE's to compete for and perform on subcontracts. *Part B* of the DBE Bid Assurance will be completed based upon the following information entered into EBS:

      (1) Bids with no subcontracting opportunities
      Bidders who intend to do all the work with their own organization will indicate this in EBS on the Bid Submission Checklist and Forms window. EBS will subsequently indicate on Part B of the DBE Bid Assurance that the Bidder does not intend to sublet a portion of the contract work.

After the award of the bid, in the event that a Contractor indicates that he does not intend to sublet any work and subsequently determines to sublet a portion of the work, the Contractor:

(a) must justify why subcontract quotes were not a part of the Bid Proposal,

(b) must utilize equal opportunity action to allow DBEs to compete for and perform on the work to be sublet,

(c.) must submit the required Race Neutral Documentation with the proposed subcontract.

NOTE: The Contractor may use the 'DBE Contact Log' and 'Quote Comparison' functions in EBS to develop the above requirements for documentation.

(2.) Bids with subcontracting opportunities
Race Neutral measure or program is one that is, or can be, used to assist all small businesses. UDOT must meet the maximum feasible portion if its overall DBE goal by using race -neutral means of facilitating DBE participation.

Bidders who solicit non-DBE subcontract quotes will utilize equal opportunity action to allow DBEs to compete for and perform on subcontracts. If the Bidder has selected 'Intend to Sublet' on the 'Bid Submission Checklist and Forms' window in the EBS software, Part B of the DBE Bid Assurance will indicate that the Bidder intends to sublet a portion of the contract work.

The results of the equal opportunity actions will be included with the EBS prepared Bid Proposal as a *Race Neutral Documentation*. Part B of the Bid Assurance Form will indicate the existence of any of the following types of Race Neutral Documentation that the Bidder has entered into EBS:

(a) DBE Commitment

(b) DBE Contact Log

(c) Quote Comparison

In either event, the Contractor shall continue efforts to consider and utilize DBE firms during the performance of the contract.

2. DBE Commitment

For a bid to be considered responsive, Bidders shall submit the following information regarding DBE compliance with the EBS prepared Bid Proposal:

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

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

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

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

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

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

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

d. If the contract goal is not met, evidence of good faith efforts.

The DBE Commitment is to be included in the bid prepared within, and said information will be kept confidential and will not be reviewed unless the Contractor is otherwise determined to be the low Bidder or the DEPARTMENT elects to review said information in making its determination as to award of the contract.

3. Race Neutral Commitment

For a bid to be considered responsive, Bidders shall submit the following information regarding equal opportunity compliance with their EBS prepared Bid Proposal:

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

a. The bid item(s) or work classification(s) that will be subcontracted;

b. The DBE firms that have been contacted. A reasonable number of DBEs available to perform the anticipated subcontract work must be contacted. The DBE firms must be given a reasonable amount of time to develop subcontract quotes.

c. The results of the contacts with the DBE firms

d. Name(s) of anticipated DBE subcontractor(s)

e. Anticipated work items to be performed by DBE(s)

f. Anticipated dollar amount of subcontract(s).

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

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

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

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

NOTE: In the EBS (Electronic Bidding System):
Use the quote comparison to document item (a)
Use the contact log to document items (b) and (c).
Use the DBE commitment to document items (d), (e), and (f).

The *Race Neutral Documentation* submitted in the EBS prepared bid, will be kept confidential and not reviewed unless the Contractor is otherwise determined to be the low Bidder or the DEPARTMENT elects to review said information in making their determination as to award of the contract.

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

Low Bidder shall submit to the Director of Construction & Materials within three (3) work days after the bid opening written confirmation from each DBE that it is participating in the contract as provided in the Prime Contractor's DBE Commitment or Race Neutral Documentation. The written confirmation shall include the following information:

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

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

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

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

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

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

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

5. Good Faith Efforts

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

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

6. Award of the Contract

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

7. Administrative Reconsideration

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

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

b. The Bidder will have the opportunity to provide to written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

c. The Bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

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

e. The reconsideration decision is administratively final and is not appealable to FHWA nor to the DOT.

E. COUNTING DBE PARTICIPATION TOWARD GOALS FOR BID EVALUATION

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

http://www.udot.utah.gov/index.php?m=c&tid=198

An electronic file of the DBE Directory is available for downloading to use in the Electronic Bidding system (EBS) at the following URL (click on this link):

http://www.udot.utah.gov/index.php/m=c/tid=317

2. The DEPARTMENT will grant DBE credit toward *race neutral* goals for work performed by firms who are not DBE certified prior to bid opening or who bid types of work for which DBE certification has not been granted by the DEPARTMENT prior to bid opening but subsequently are granted DBE certification.

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

F. COUNTING DBE PARTICIPATION TOWARD GOALS FOR PERFORMANCE

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

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

1. Only the value of the work actually performed by the DBE will count toward DBE goals.

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

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

   http://www.udot.utah.gov/index.php?m=c&tid=198

   An electronic file of the DBE Directory is available for downloading to use in the Electronic Bidding system (EBS) at the following URL (click on this link):

   http://www.udot.utah.gov/index.php/m=c/tid=317

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

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

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

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

5. Contractors may not count toward the DBE goals:

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

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

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

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

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

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

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

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

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

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

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

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

e. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit *for the total value of the transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.*

Example: *Leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. CONTRACTOR’S RESPONSIBILITY

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

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

H. DBE SUBCONTRACTOR'S FAILURE TO PERFORM SUCCESSFULLY

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

The Contractor shall not substitute DBE subcontractor(s), work item(s), nor decrease dollar amount(s) as indicated in the Contractor's DBE Commitment without prior submission of written justification to the ENGINEER and without prior approval of the ENGINEER and the Civil Rights Manager. The Contractor shall not substitute DBE subcontractor(s), work item(s), nor decrease dollar amount(s) as indicated in the Contractor's DBE Commitment Substitutions without prior submission of a written statement from the DBE consenting to the substitution or decrease and holding the ENGINEER harmless for approving the substitution. Unauthorized substitutions of the DBE(s), underruns of work item(s), or decreases in dollar amount(s) may result in the imposition of sanctions as allowed under Section I.

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

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

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

I. SANCTIONS

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

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

Exceptions:

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

b. Race neutral participation.

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

J. RECORD KEEPING

1. DBEs shall maintain records of payment received under this bid condition. DBEs shall submit to the ENGINEER within 10 work days after receipt copies of progress payments received from the prime Contractor or subcontractor if the DBE is a lower tier subcontractor:

a. For each committed bid item:

(1) The quantity committed toward the DBE goal

(2) The quantity performed by the DBE to the date of the payment

b. Total dollar amount earned to the date of the payment

c. The total amount paid to the date of the payment.

2. The Contractor shall maintain records of payment under this bid condition. At the completion of the project, the Contractor will submit to the ENGINEER a certificate in the form of an affidavit for each DBE firm participating on the Project. The Affidavit will be in the form of a spread sheet and will include for each committed DBE subcontractor:

a. For each committed bid item:

(1) The quantity committed toward the DBE goal

(2) The total quantity performed on the project

(3) The quantity performed by the DBE

(4) The dollar amount paid to the DBE

b. Total dollar amount committed toward the DBE goal

c. Total dollar amount earned

d. Interest earned from escrow and from late payment`

e. The total amount paid

f. The dollar amount of money retained.

If it appears that the DBE goals will not be met, the Contractor's retained amount may not be reduced to one and one half percent. The DEPARTMENT shall retain necessary funds until the Contractor complies with this contract specification.

DBE firms listed in the original DBE Commitment or later modified with the DEPARTMENT approval shall be paid in full prior to the DEPARTMENT processing the final payment. The Contractor shall submit with the signed, final estimate invoice, a certificate in the form of an affidavit listing all DBEs that engaged in this contract and report the total dollar amount paid to each. The affidavit(s) must be submitted to the DEPARTMENT on the Contractor's letterhead and must be dated and signed by a responsible official legally representing the Contractor.

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

a. Firm name

b. Firm address

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

d. Age of firm

e. Annual gross receipts of the firm.

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

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

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

   a. Firm Name

   b. Firm address

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

      (1) Building
      (2) Concrete: Curb & gutter, Flatwork, Inlet Boxes, etc.
      (3) Concrete: Structural
      (4) Consulting firms
      (5) Demolition
      (6) Electrical: Hwy lighting, signals & fiber optics
      (7) Equipment rentals and sales
      (8) Excavation
      (9) Fencing
      (10) Grading
      (11) Guardrail
      (12) Landscaping & erosion control
      (13) Miscellaneous
      (14) Painting: Highway structures
      (15) Painting: Highway striping & painted messages
      (16) Paving: Asphalt highway & runway, etc.
      (17) Paving: Concrete
      (18) Paving: Miscellaneous
      (19) Pipe Culverts, drainage, sewer & water
      (20) Reconstruction : Manholes, etc.
      (21) Rotomilling
      (22) Sawing & sealing
      (23) Signs permanent
      (24) Steel reinforcing
      (25) Steel structural
      (26) Surveying
      (27) Traffic Control: Flagging
      (28) Traffic Control: Temp. Signs and Devices
      (29) Trucking
      (30) Supplier: Manufacturer
      (31) Supplier: Regular Dealer
      (32) Supplier: Service Provider

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

Exhibit A

Suggested Actions and Required Documentation to Demonstrate
Good Faith Efforts to Comply With DBE Requirements

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

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

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

GUIDANCE CONCERNING GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

D. Negotiating in good faith with interested DBEs.

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: The DBE 'Contact Log' in EBS, submitted as part of the Bid Proposal, can be used to document the following efforts:

IV. A.
IV. C.
IV. D. (1)

The 'Quote Comparison' in EBS, submitted as part of the Bid Proposal, can be used to document the following efforts:

IV. B.
IV. D. (3)

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

Submit with the Bid Proposal documentary evidence to prove that good faith efforts were accomplished:

1. Submit copies of all solicitations: correspondence, faxes, advertisements, telephone logs with dates, times, names of persons contacted, nature of conversation, DBEs' responses, and etc.

2. If DBEs submitted quotes that were not used because the range of additional costs was determined to be excessive or unreasonable, submit the range that has been determined by the Bidder to be a reasonable range of additional costs and explain how that range was determined.

3. As a part of demonstrating a reasonable range of additional costs, submit copies of all subcontractor quotes, copies of spread sheet(s) which compare all DBE quotes with non-DBE quotes and which include bid item(s) quoted, work classifications, quantities, prices, and dollar amounts.

4. Submit a narrative of specific names and types of information, assistance, considerations given, and efforts to assist DBEs under Item IV, subparts C through F.

DBE BID ASSURANCE
COMPLETE ONLY PART A. OR PART B.

PART A. RACE CONSCIOUS DBE PARTICIPATION SPECIFIC ASSIGNED *CONTRACT DBE GOAL* FOR BID EVALUATION_____PERCENT

If the DBE goal which is indicated in Section A, CONTRACT GOAL, of APPENDIX A, BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE (DBE) is greater than 0.0 percent, complete only Part A, and submit *DBE Commitment*, and if applicable, *Documentation of Good Faith Efforts*.

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

Indicate intended DBE commitment.

_____ We intend to meet or exceed the contract goals as per the DBE Commitment which is submitted with the Bid Proposal.

RACE CONSCIOUS AND RACE NEUTRAL COMMITMENT _____ PERCENT

_____ We fail to meet the advertised goal. This firm commits to DBE participation as per the DBE Commitment that is submitted with the EBS Bid Proposal and to continue Good Faith Efforts throughout the performance of the project. Documentation of Good Faith Efforts is submitted with the Bid Proposal, including:

1. DBE Contact Log Report
2. Quote Comparison Report

PART B. RACE NEUTRAL DBE PARTICIPATION ASSIGNED *CONTRACT DBE GOAL* FOR BID EVALUATION _____ PERCENT

If the DBE goal, which is indicated in Section A, CONTRACT GOAL, of APPENDIX A, BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE (DBE) is 0.0 percent, complete only Part B and submit *Race Neutral DBE Information*.

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By signing the BID REPORT (either manually or electronically), it is understood that those individuals who sign as owners or authorized representatives of the Bidder, have read and are familiar with APPENDIX A, SPECIAL PROVISION, BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE and hereby certify that equal opportunity action has been utilized to allow DBEs to compete for and perform on subcontracts.

_____ We do not intend to sublet a portion of the contract work.

_____ We intend to sublet a portion of the contract work. Our firm has taken equal opportunity action to allow DBEs to compete for and perform on subcontracts. Documentation of Race Neutral efforts is submitted with the Bid Proposal, including:

_____ 1. RACE NEUTRAL DBE COMMITMENT _____ PERCENT

_____ 2. DBE Contact Log Report

_____ 3. Quote Comparison Report

XIII. Attention Contractors

E.E.O. Affirmative Action Requirements on Federal and Federal-Aid Construction Contracts

Changes in Hometown Plan and Special Bid Conditions

All imposed Plans and the Philadelphia Plan approvals have been rescinded.

The use of Special Bid Conditions will discontinue.

New Requirements

Effective immediately all requests for bids/solicitations on all contracts and subcontracts of $10,000 or more, will include the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, (Executive Order 11246), (Appendix A) and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), (Appendix B). The provisions of FHPM 6-4-1-2 will continue to be used.

We recognize that there will be some duplicate material in the contracts as a result of incorporating the new OFCCP requirements. But we cannot discontinue use of Special Provision (Attachment 1 of FHPM 6-4-1-2) as it is regulatory material that requires an amendment by the Secretary of Transportation and publishing in the Federal Register. We have been informed by our Washington Office that FHPM 6-4-1-2 will be amended to eliminate any duplication in the contract provisions.

Appendix A, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, must include the goals for minority and female participation in each craft on all contracts and subcontracts.

As indicated in the final rulemaking published in the October 3, 1980, Federal Register by the Office of Federal Contract Compliance Programs, standards and goals for minority utilization, throughout the country, have now been implemented. Goals for minority representation in each trade are shown in Attachment A for the Contractor's use and guidance. (As previously indicated, the goals for female utilization will apply to all contracts and subcontracts irrespective of their geographical location.)

Paragraph 3, of Appendix A points out that the Contractor will provide written notification to OFCCP of award of any subcontract in excess of $10,000. The Contractors must be advised that their notification will continue, as our regular reporting procedures, by making such notification to the Utah Department of Transportation that will then report it to the FHWA, that will then report to OFCCP.

APPENDIX A

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
April 1, 1980 until March 31, 1981		6.9 percent
October 3, 1980	12.6 percent	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. See Attachment A. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federal involved construction.

The Contractor's compliance with the Executive Order and the regulations is 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and their efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of their projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is, State of Utah, County of ____KANE_____.

APPENDIX B

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

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

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

   d. "Minority" includes:

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

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

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

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

2. Whenever the Contractor, or any at any tier, subcontracts a portion of the work involving any construction trade, they shall physically include in each subcontract in excess of $10,000 the provision of these specifications and the Notice that contains the applicable goals for minority and female participation and that is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, their affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor participating in an approved Plan is individually required to comply with its obligations under the E.E.O. clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonable be able to achieve in each construction trade in which they have employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the federal register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting their goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities, Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon their effort to achieve maximum results from their actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or their union have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have take.

   d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's E.E.O. policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting their E.E.O. obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company E.E.O. policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's E.E.O. policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's E.E.O. policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by ANY recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the E.E.O. policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's E.E.O. policies and affirmative action obligation.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group, has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved their goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative actions standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor in fulfilling their obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from their efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company E.E.O. policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer,) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE

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

XIV. Specific Equal Employment Opportunity Responsibilities

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions that are imposed pursuant to Section 140 of Title 23, U.S.C. as established by Section 22 of the Federal Highway Act of 1968. The requirements set forth in these Special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. Contractors will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of contractor activities under the contract.

   c. Contractors and all their Subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as Contractors and Subcontractors.) The Contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

2. Equal Employment Opportunity Policy

   Contractors will accept as operating policy the following statement that is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. 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, apprenticeship, and/or on-the-job training."

3. Equal Employment Opportunity Officer

Contractors will designate and make known to the State highway agency contracting officers an equal employment opportunity officer (hereinafter referred to as the E.E.O. Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity 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:

(1) 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 equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the E.E.O. Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the E.E.O. Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the E.E.O. Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The Contractor's equal employment opportunity 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.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. 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 minority group applicants, including, but not limited to, State employment agencies, schools, colleges, and minority group organizations. To meet this requirement, the Contractor will, through his E.E.O. Officer, identify sources of potential minority group employees, and establish with such identified sources of procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, they are expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions, (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. Contractors will encourage their present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. 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, or national origin. The following procedures shall be followed:

a. Contractors 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. Contractors will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. Contractors 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. Contractors will promptly investigate all complaints of alleged discrimination made to them in connection with their 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 avenues of appeal.

7. Training and Promotion

a. Contractors will assist in locating, qualifying, and increasing the skill of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the training Special provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

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

d. Contractors will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If Contractors rely in whole or in part upon unions as a source of employees, Contractors will use their best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by Contractors either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. Contractors will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. Contractors will use their best efforts to incorporate an equal employment opportunity 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, or national origin.

c. Contractors are 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 State Highway Department 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 minority and women 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, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 State highway agency.

9. Subcontracting

a. Contractors will use their best efforts to solicit bids from and to utilize minority group Subcontractors or Subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. Contractors will use their best efforts to ensure Subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. Contractors will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:

(1) the number 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 to increase employment opportunities for minority and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of minority group Subcontractors or Subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. Contractors will submit to the State highway agency a monthly E.E.O. report for each month 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 PR-1391. Each covered Subcontractor will submit the reports for the life of the Subcontractor's agreement and indicate last month of work. When no work is performed during a month indicate this on the report as NO WORK.

Federal Projects With 8 ½ x 11 Plan Sheets

Training Special Provisions

This Training Special Provisions supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C.C.140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provision will be _____0_____ (amount to be filled in by the State Highway Department).

In the event that a Contractor subcontracts a portion of the contract work, they shall determine how many, if any, of the trainees are to be trained by the Subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for off-site training indicated above may only be made to the Contractor where they do one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wages during the off-site training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. Contractors will have fulfilled their responsibilities under this Training Special Provision if they have provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

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

Contractors shall furnish the trainee a copy of the program the Contractor will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.

FHWA-1273 Electronic version -- March 10, 1994

XV. Required Contract Provisions

FEDERAL-AID CONSTRUCTION CONTRACTS

Page
I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

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

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

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his 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 his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

d. The contractor will periodically review the training and promotion potential of minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA 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 minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter “the wage determination”) which is attached hereto and made a part hereof, regardless of any contractual

relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said 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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality

other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

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

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the

standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

> *"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans,*

maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;
Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

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

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

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

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

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

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

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she 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.

GENERAL DECISION: **UT20030003** 12/03/2004 UT3

Date: December 3, 2004
General Decision Number: **UT20030003** 12/03/2004

Superseded General Decision Number: UT020003

State: **Utah**

Construction Types: **Highway**

Counties: **Beaver, Garfield, Grand, Iron, Kane, Piute, San Juan, Washington and Wayne Counties in Utah.**

Modification Number	**Publication Date**
0	**06/13/2003**
1	**12/03/2004**

*** ENGI9993-005 07/01/2004**

	Rates	Fringes
Power Equipment Operator		
Compactor	$ 17.65	10.44

SUUT1992-012 03/26/1992

	Rates	Fringes
Carpenter	$ 16.13	2.80
Cement Mason	$ 15.39	2.30
Flagger	$ 7.05	1.71
Ironworkers; Structural, Reinforcing and Ornamental	$ 16.65	3.65
Laborers:		
General Laborer, Asphalt Raker, Fence Erection Laborer	$ 12.18	2.60
Grade Laborer (Uses hand held level to check grade, inserts grade, inserts grade stakes in concrete)	$ 12.18	2.60
Laborer, Power Tools Cutting Torch, Operator of gasoline, electric or pneumatic tools, (E.G. compressor, compactor, jackhammer, vibrator, concrete saw, chain saw, and concrete cutting torch)	$ 12.52	2.94
N/A	$ 13.27	2.94
Power equipment operators:		
Backhoe, Tire & Track, over 5 cu. yds	$ 21.35	5.33
Backhoe, Tire & Track, under 5 cu. yds	$ 18.05	6.99
Batch plant, concrete/asphalt	$ 14.20	5.10

Blade, Smooth/Finish	$ 18.09	6.29
Bulldozer, all sizes	$ 17.32	6.00
Cranes, all sizes	$ 19.05	7.63
Grade Setter	$ 17.15	7.08
Heavy Duty Repairman	$ 17.95	7.13
Loader, 2 1/2 to 10 cu. yds.	$ 18.05	6.41
Loader, under 2 1/2 to 10 cu. yds	$ 13.04	
Lube and Service Engineer	$ 16.71	5.80
Oiler	$ 14.32	2.71
Paver, Concrete/Asphalt	$ 13.81	4.97
Roller, Asphalt	$ 15.82	5.70
Roller, Grade/Compaction	$ 14.11	5.17
Scraper, Single engine	$ 18.35	7.63
Screedman	$ 15.88	5.65
Tractor, small rubber tire with attachments	$ 19.52	7.08
Tractor, small rubber tire	$ 17.93	7.22
Truck Driver, Dump (Dump Trucks - Water level capacity (Bottom, End and Side), Including Dumpster Truck, Turnawagons, Turnarockers and Dumpcrete:)		
8 cu. yds. and less than 14 cu. yds	$ 14.69	4.47
14 cu yds and less than 35 cu yds, double	$ 16.39	5.72
14 cu yds and less than 35 cu yds	$ 15.30	4.96
Less than 8 cu. yds	$ 16.38	5.88
Truck Driver		
Pickup Truck	$ 15.67	5.87
Water, Fuel and Oil trucks:		
1,200 gallons to less than 2,500 gallons	$ 14.01	3.35
2,500 gallons to less than 4,000 gallons	$ 15.46	6.12
4,000 gallons to less than 6,000 gallons	$ 16.59	6.12
6,000 gallons to less than 10,000 gallons	$ 16.54	5.87
10,000 gallons to less than 150,000 gallons	$ 17.09	6.12

TEAM2220-002 07/01/1990

	Rates	Fringes
Truck drivers:		
Oiler Spreader Operator where bootman is not required	$ 17.09	6.52
Trucks (Carrying Capacity):		
10 tons & less than 15 tons	$ 16.44	6.52
15 tons & less than 20 tons	$ 16.54	6.52
20 tons & over	$ 16.69	6.52
Less than 10 tons	$ 16.29	6.52

Employees driving tranport trucks equipped with a winch, hoist attachment or A-frame shall receive ($.12) per hour additional. When employees are loading or unloading sack lime or cement, creosoted timber or similar materials injurious to employees health or clothing, they shall receive ($.15) per hour additional.

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

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

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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) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

12/15/04

SPECIAL PROVISION
NH-STP-0089(105)0

SECTION 00555 M

PROSECUTION AND PROGRESS

Add the following to , Article 1.9, "Limitation of Operations":

1. Limit lane closures to a maximum total length of 3.5 miles for Chip Seal Coat operations.

2. a. Shorten lengths of lane closures, if necessary, to allow for complete clearing of traffic queues for each cycle of flagging and/or pilot car operations.

   b. Do not stop traffic at flagging stations for longer than 15 minutes.

3. Clean up and remove waste daily.

Delete Article 1.9, Paragraph B and replace with the following:

B. Saturdays, Sundays, or holidays or holiday weekends (holiday weekend is defined as a Friday, Saturday and Sunday in consecutive sequence with a holiday): Perform no work without written approval except repair or servicing of equipment, protection, protection of work, maintenance or curing of concrete, or maintenance of traffic.

Add the following paragraph to Article 1.9:

D. Provide the Region Four Public Involvement Coordinator, with two (2) weeks notice of beginning and ending construction.
Phone: (435) 893-4702
FAX: (435) 896-6458

12/01/04

SPECIAL PROVISION
NH-STP-0089(105)0

SECTION 00725 M

SCOPE OF WORK

(Add the following Article)

1.20 GENERAL INFORMATION

A. This project includes a Chip Seal Coat from M.P. 0.0 to M.P. 9.4 on SR-89.

B. Two (3) application of Pavement Marking Paint will be required. The first application will be on the day of the Flush Coat application and the second as directed by the engineer.

C. The Utah Department of Transportation reserves the right to cancel all or portions of the contract.

February 24, 2005

SPECIAL PROVISION

NH-STP-0089(105)0

SECTION 00820M

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Delete Article 1.16 and replace with the following:

1.16 INSURANCE REQUIREMENTS

A. Workers' Compensation Insurance
   1. Provide Workers' Compensation Insurance to cover full liability. As a minimum, comply with the statutory limits defined by the State of Utah.

B. General Liability Insurance
   1. Provide General Liability insurance with the following minimum limits of liability:
      a. $1,000,000 Bodily Injury and Property Damage – Each Accident
      b. $2,000,000 General Aggregate
      c. $2,000,000 Products and Complete Operations Annual Aggregate

C. Excess General Liability Insurance
   1. Provide Excess Liability Insurance with the following minimum limits:
      a. $1,000,000 Each Claim

D. Automobile Liability Insurance
   1. Provide Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of motor vehicles involved in project work with the following minimum limits:
      a. $1,000,000 Combined single Limit Bodily Injury and Property Damage per Occurrence

E. Provide the following for all required liability insurance policies:
   1. Where and when applicable, name as insured, only in respect to work to be performed under this Contract, the State of Utah and all institutions, agencies, departments, authorities, and instrumentalities, and while acting within the scope of their duties, all volunteers as well as members of governing bodies, boards, commissions, and advisory committees.
   2. Coverage for the above insured is primary and not contributing.

3. Incorporate into the insurance policy this statement: “Insurance coverage is extended to include claims reported up to one year beyond the date of substantial completion of this Contract.”

F. Provide UDOT with certificates of insurance showing coverage as required above at the time the contract is executed and maintain the policy in force during the entire period of the Contract. The certificates will also state that the policies required are endorsed to give UDOT (the Engineer) not less than 30 days prior notice in the event of cancellation or change in coverage.

G. Regardless of the Contractor insurance requirements required in this section, insolvency, bankruptcy, or failure of any insurance company to pay all claims accrued does not relieve Contractor of any obligations.

H. Endorse all policies to include waivers of subrogation in favor of UDOT.

Supplemental Specification
2005 Standard Specification Book

SECTION 01282M

PAYMENT

Add the following to Part 1, Article 1.1:

D. Section 01284: Prompt Payment

Delete Article 1.14, paragraph E and replace with the following:

E. From the total value of work, the Department deducts and retains five percent until after the entire Contract has been completed in an acceptable manner, with the following exceptions:
   a. Retention for subcontracted work paid upon satisfactory completion and acceptance by the Department. Refer to Section 01284.
   b. When no less than 95 percent of the work has been completed, and with the consent of the Surety, the Engineer may prepare a semi-final estimate from which the Department retains 1½ percent of the original contract amount. The Department certifies the remainder for payment, less all previous payments.

Supplemental Specification
2005 Standard Specification Book

SECTION 01284

PROMPT PAYMENT

Add Section 01284:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This section applies only to Federal-Aid Contracts.

B. Requirements applicable to Contractors, subcontractors, service providers, material suppliers, and all tier subcontractors, service providers, and suppliers.

1.2 PROGRESS PAYMENTS

A. Include in subcontract, service, or purchase agreement language agreeing to pay promptly as required by this specification.

B. Pay subcontractors for satisfactory performance of sublet work, no later than 10 working days after receipt of payment by the Department.
   1. Certify that payment has been made to all subcontractors for the work performed and paid for on the most recent Department pay estimate.
   2. Provide documentation showing Department estimate number, bid item, quantities, and dollar amounts paid to subcontractors, including payments for contract bid items that are partially sublet.

C. Pay Material Suppliers and Service Suppliers within 30 calendar days after receipt of payment for work that includes materials and or services.

D. Submit the following to the Engineer within five working days after paying subcontractor(s), service provider(s), or material supplier(s):
   1. A certified statement in the form of an affidavit on letterhead, including the signature of a legally responsible official, certifying:

a. That payment of the total dollar amount paid to each entity has been made in accordance with all requirements of the contract and special provisions, and

b. That the dollar amount paid is the total amount due for work or services performed or materials purchased through the most current pay estimate.

1.3 RETAINED MONEY

A. Include in subcontract, service, or purchase agreement language agreeing to pay retained money for subcontract, service, or purchase agreement upon satisfactory completion of the work and acceptance by the Department.

B. For purposes of this Section, a subcontractor's work is considered satisfactorily completed when all work included in the subcontract is complete, in accordance with all requirements of the contract, and documented as required by the recipient. When a recipient has partially accepted a portion of the work, that portion of work performed is considered to be satisfactorily completed.

C. Require written notification from the subcontractor when all subcontract items are complete.

1. Notify the Engineer in writing within two working days after written notification from the subcontractor.
2. The Engineer schedules and coordinates an inspection for acceptance of the work within three working days.
3. Receive notification from the Department in writing when the work is considered to be satisfactorily complete and accepted. Acceptance of the work includes all requirements of the contract and agreement on pay quantities.
4. Upon acceptance of the work, the Department releases an amount equal to the subcontractor's retainage. Submit to the Engineer a certified statement:
   a. In the form of an affidavit on letterhead, including the signature of a legally responsible official, and the signature of a legally responsible official for the subcontractor, certifying that the total amount due is the total retention.

D. Pay retained money owed to the subcontractor for satisfactory completion of the accepted work no later than 30 calendar days after receipt of payment from the Department.

E. Submit to the Engineer within five workdays after making payment a certified statement:
   1. In the form of an affidavit on letterhead, including the signature of a legally responsible official, certifying that the total amount paid is the total amount of retained money paid.

F. A determination of satisfactory completion and payment of retained money does not relieve any contractual obligation.

1.4 DELAY OF PAYMENT

A. Delay payment only for cause, with prior written notice to all parties, to include the Department.

B. Provide subcontractor 10 working days from date of written notification to correct deficiencies.
   1. Release payment upon receipt of documentation demonstrating correction of deficiencies within 10 working days.

C. Engineer may withhold dollar amount of delayed payment from future estimates.

D. Include in subcontract, service, and purchase agreements, language providing for the use of appropriate alternative dispute resolution mechanisms to resolve time of payment disputes.

E. Department may hold disputed funds in escrow until the dispute is resolved.

1.5 LIQUIDATED DAMAGES

A. Upon determination by the Department of failure to make prompt payment the Engineer will provide written notification to the Contractor. Resolve the failure and make prompt payment within three working days.

B. Failure to resolve prompt payment results in the assessment of $250 per each working day, per violation, commencing from the date of the written notification until proof of payment is received.

C. Proof of payment is defined as providing confirmation from the subcontractor that payment has been received.

D. Department considers the failure to make prompt payment an indication of a lack of financial fitness. The following additional measures may be imposed as necessary:
   1. Forfeit the privilege of bidding on Department projects until payment covered by this Section is made.
   2. Forfeit the privilege of having a subcontract, supply or purchase agreement approved to perform work or supply materials on Department projects until payment covered by this Section is made.

E. Department employs other mechanisms, consistent with this Section and applicable state and local law, so payment is fully and promptly made.

1.6 CONTRACTOR INCENTIVE ENTITLEMENT

A. Two hundred fifty dollars will be paid to Prime Contractor for each subcontractor provided the following criteria is met:
   1. Worked on the project.
   2. All prompt payment statements submitted to the project office within five working days after payment to subcontractors.
   3. Department received no valid complaints regarding prompt payment.
   4. Payment within 30 days after project has reached physical completion.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END SECTION

January 1, 2005

SPECIAL PROVISION

NH-STP-0089(105)0

SECTION 02742S

PROJECT SPECIFIC SURFACING REQUIREMENTS

Add Section 02742:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Required PG Asphalt or emulsion.

B. Number of gyrations to use for Superpave Mix Design.

PART 2 PRODUCTS

2.1 MIXES

A. Hot Mix Asphalt (HMA): (Refer to bid item for size)

1. PG _____ Asphalt.

2. $N_{initial}$ _____ N_{design}_____ N_{final}_____

B. Open-Graded Surface Course:

1. PG _____ Asphalt.

C. Chip Seal

1. Type of asphalt emulsion ____LMCR-2___

PART 3 EXECUTION **Not used**

END OF SECTION

January 1, 2005

SPECIAL PROVISION

NH-STP-0089(105)0

SECTION 02765S

PAVEMENT MARKING PAINT

Delete Section 02765 in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Furnish Acrylic Water Based pavement marking paint meeting Federal Specification TTP-1952 D and refer to 2.2 for resin requirement.

B. Apply to hot mix asphalt or Portland cement as edge lines, center lines, broken lines, guidelines, contrast lines, symbols and other related markings.

C. Remove pavement markings.

1.2 REFERENCES

A. AASHTO M 247: Glass Beads Used in Traffic Paint

B. ASTM D 562: Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using the Stormer-Type Viscometer

C. ASTM D 2205: Selection of Tests for Traffic Paints

D. ASTM D 2743: Uniformity of Traffic Paint Vehicle Solids by Spectroscopy and Gas Chromatography

E. ASTM D 2805: Hiding Power of Paints by Reflectometry

F. ASTM D 3723: Pigment Content of Water-Emulsion Paints

G. ASTM D 3960: Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings

H. ASTM D 4451: Pigment Content of Paints

I. ASTM D 5381: X-Ray Fluorescence (XRF) Spectroscopy of Pigments and Extenders

J. ASTM E 1347: Standard Test Method for Color and Color-Difference Measurement by Tristimulus (Filter) Colorimetry

K. Federal Standards

1.3 ACCEPTANCE

A. Provide fixtures (ball valves, gate valves or other) on paint truck for the purposes of obtaining field samples.

B. Agitate the paint to allow for thorough mixing. Follow paint manufacturer's recommendation for agitation and mixing times.

C. Stop all agitation before sample is drawn.

D. All meters on the paint truck must be calibrated annually and certified for application rate verification. Calibration tolerances for meters must be +/- 0.5 pounds per gallon. Keep a clean, legible copy of calibration report with the paint truck. Certifications performed by company personnel, meter calibration companies or UDOT Equipment Certification Unit.

E. UDOT ENGINEER:
   1. Visually inspects each line to verify bead adhesion and compliance with specified line dimensions requirements.
   2. Verifies that the paint and beads are being applied within specified tolerances a minimum of once each production day.
   3. Verifies quantities used by either method:
      a. Measuring both paint and bead tanks prior to and after application.
      b. Witnessing the meter readings prior to and after application.
   4. Randomly sample each color of pavement marking paint used, minimum of one sample each per project.
      a. Use a clean one-pint metal paint can.
      b. Sample paint immediately after the paint has been completely agitated. (Stop all agitation before drawing the sample)
      c. Allow a minimum of 10 gallons to be applied prior to taking sample.
      d. Fill the sample container to within ½ inch of full.
      e. Seal the containers immediately by tightly attaching the container's lid.
      f. Submit paint samples to Central Chemistry Lab for acceptance.

g. For each sample include:

- Project Number
- Project Name
- Paint Manufacturer
- Batch Number
- Striping Company
- Color of Paint
- Est. Quantity
- Date Sampled
- Sampler's name

F. Repaint any line or symbol failing to meet bead adherence and dimensional requirements.

G. Price Reductions for Pavement Markings installed below the specified wet mil thickness are outlined in Table I.

Table I - Price Reduction for Wet Mil Thickness	
	Pay Factor
At the specified mil thickness	1.00
1-10 percent below the Specified wet mil thickness	0.75
11-15 percent below the Specified wet mil thickness	0.50
More than15 percent below the Specified wet mil thickness	Repaint Pavement Markings

H. Price reductions for pavement markings that fail to meet the requirements of Table III are outlined in Table II. When more than one of the requirements of Table III are deficient. The result with the highest price reduction governs.

Table II - Price Reductions	
	Pay Factor
At the specified requirements	1.00
Up to1 percent deficient	0.90
Up to 2 percent deficient	0.80
Up to 3 percent deficient	0.70
Up to 4 percent deficient	0.60
Up to 5 percent deficient	0.50
More than 5 percent below specified quantitative requirements	Repaint Pavement Markings

PART 2 PRODUCTS

2.1 Manufacturers

A. Select an acrylic water based pavement marking paint manufacturer, from the Accepted Products Listing (APL) maintained by the UDOT Research Division.

2.2 Paint

A. Follow Federal Standards 595B, 37875, 33538, and 11105. Meet the following requirements for Acrylic Water Based Paint as listed in Table III:

Table III - Paint Requirements

Property	White	Yellow (lead free)	Black	Test
Pigment: Percent by weight	62.0	62.0	62.0	ASTM D 3723
Total Solids: Percent by weight, minimum	77.0	77.0	77.0	ASTM D 2205
Nonvolatile vehicle: Percent by weight vehicle, minimum*	40.0	40.0	40.0	ASTM D 2205
Viscosity, KU @ 77 degrees F	80 – 95	80 - 95	80 - 95	ASTM D 562
Volatile Organic Content (VOC): lbs/gal, maximum	1.25	1.25	1.25	ASTM D 3960
Titanium Dioxide Content, lbs/gal	1.0 min	0.2 max	N/A	ASTM D 5381
Directional Reflectance : Minimum	92.0	50.0	N/A	ASTM E 1347
Dry Opacity: Minimum (5 mils wet)	0.95	0.95	N/A	ASTM D 2805

* The binder shall be 100 percent acrylic, a minimum of 40 percent, by weight, as determined by infrared analysis and other chemical analysis available to UDOT (ASTM D 2205). Consisting of either Rohm and Haas Fastrack HD- 21A or Dow DT-400NA.

B. Additional requirements:
   1. Free of lead, chromium, or other related heavy metals ASTM D 5381.
   2. ASTM D 2743, ASTM D 4451 and ASTM D 5381: Tests used to verify paint samples meet Accepted Products Listing.

2.3 GLASS SPHERE (BEADS) USED IN PAVEMENT MARKING PAINT

A. Specific Properties: Meet AASHTO M 247 with the following exceptions.
   1. Gradation:

Passing a No. 14 sieve, percent	95 - 100
Passing a No. 16 sieve, percent	80 - 95
Passing a No. 18 sieve, percent	10 - 40
Passing a No. 20 sieve, percent	0 - 5
Passing a No. 25 sieve, percent	0 - 2

   2. Beads having a Silane adhesion coating.
   3. Roundness - The glass beads will have a minimum of 80 percent true spheres.

B. Beads used in Temporary Pavement Markings meet AASHTO M 247 Type II uniform gradation.

PART 3 EXECUTION

3.1 PREPARATION

A. Line Control.
   1. Establish control points at 100 ft intervals on tangent and at 50 ft intervals on curves.
   2. Maintain the line within 2 inches of the established control points and mark the roadway between control points as needed.
      a. Remove paint that is not placed within tolerance of the established control points and replace at no expense to the Department. Refer to article 3.4.
      b. Maintain the line dimension within 10 percent of the width and length dimensions defined in Standard Drawings.

B. Remove dirt, loose aggregate and other foreign material and follow manufacturer’s recommendations for surface preparation.

3.2 APPLICATION

A. Apply Pavement marking paint at the following Wet mil thickness requirements.
1. 20 – 25 wet mils for all markings.

Example Calculation: (Verify wet mil thickness)

$$\text{Wet Mils} = \frac{(0.133681\ ft^3/gal)}{(X\ ft/gal)(Z\ ft)} * 12000\ mil/ft$$

Where,
X = application rate. (Meter readings or dipping tanks).
Z = line width measured in feet.
12000 = conversion from ft to mil
0.133681 = conversion from gallons to cubic feet.

For information only: Approximate application rate for required mil thickness requirements.
1. 4 inch Solid Line: From 190 to 240 ft/gal
2. 4 inch Broken Line: From 760 to 960 ft/gal
3. 8 inch Solid Line: From 95 to 120 ft/gal

B. Refer to Table I for pavement markings that are less than 20 wet mils in thickness.

C. No additional payment for pavement markings placed in excess of 25 wet mils in thickness or exceeding dimensional requirements outlined in Article 3.1 paragraph A.

D. Painted Legends and Symbols 1 gallon per 80 square feet. Provide Engineer calculations of legends and symbols for pay determination.

E. Glass Sphere (Beads): Apply a minimum of 8 lbs/gal of paint, the full length and width of line and pavement markings.
1. Do not apply glass beads to contrast lines (black paint).

F. Begin striping operations no later than 24 hours after ordered by the Engineer.

G. At time of application apply lines and pavement markings only when the air and pavement temperature are:
1. 50 degrees F and rising for Acrylic Water Based Paint.

H. Comply with Traffic Control Drawings.

3.3 CONTRACTOR QUALITY CONTROL

A. Application Rate: Verify that the paint and beads are being applied within specified tolerances prior to striping.

B. Curing: Protect the markings until dry or cured. In the event that the uncured marking is damaged the marking will be reapplied and track marks left on the pavement will be removed at no additional cost to the Department.

3.4 REMOVE PAVEMENT MARKINGS

A. Use one of these removal methods:
   1. Grinding
   2. High pressure water spray
   3. Sand blasting
   4. Shot blasting.

B. Do not eliminate or obscure existing striping, in lieu of removal, by covering with black paint or any other covering material.

C. Use equipment specifically designed for removal of pavement marking material.

END OF SECTION

February 14, 2005

SPECIAL PROVISION

NH-STP-0089(105)0

SECTION 02785S

CHIP SEAL COAT

Delete Section 02785 in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials and procedures for applying emulsified asphalt on a cleaned surface followed with an application of cover material and bituminous flush coat.

B. Cover materials.

1.2 RELATED SECTIONS

A. Section 01558: Temporary Pavement Markings

B. Section 02745: Asphalt Material

C. Section 02748: Prime Coat/Tack Coat

1.3 REFERENCES

A. AASHTO M 140: Emulsified Asphalt

B. AASHTO M 208: Cationic Emulsified Asphalt

C. AASHTO MP 1: Performance Graded Asphalt Binder

D. AASHTO T 11: Materials Finer Than 75 Fm (No. 200) Sieve in Mineral Aggregates by Washing

E. AASHTO T 19: Unit Weight and Voids in Aggregate

F. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates

G. AASHTO T 40: Sampling Bituminous Materials

H. AASHTO T 96: Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine

I. AASHTO T 104: Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

J. AASHTO T 278: Surface Frictional Properties Using the British Pendulum Tester

K. AASHTO T 279: Accelerated Polishing of Aggregates Using the British Wheel

L. ASTM D 4791: Flat Particles Elongated Particles or Flat and Elongated particles in Coarse Aggregate

M. ASTM D 5821: Determining the Percentage of Fractured Particles in Coarse Aggregate

N. UDOT Materials Manual of Instruction

1.4 ACCEPTANCE

A. Emulsified Asphalt
   1. Refer to UDOT Materials Manual of Instruction 986, Sampling Chip Seal Emulsions. Do not use dip-sampling devices
      a. Provide each delivery truck and/or trailer with a permanently installed sampling valve meeting the requirements of AASHTO T 40.
         1) Waste a minimum of 1 gallon of emulsion before taking each sample.
         2) Take the sample, comprised of two 1-quart plastic containers, in the presence of a UDOT representative.
      b. Alternatively, furnish a detachable valve fitting, meeting the requirements of AASHTO T 40 or similar to UDOT Materials Manual of Instruction 986, figure 1.
         1) Transfer approximately 1/3 of the emulsion from the delivery unit into an empty tank or distributor before using the detachable valve fitting to obtain the sample.
         2) Waste a minimum of 1 gallon of emulsion before taking each sample.
         3) Take the sample, comprised of two 1-quart plastic containers, in the presence of a UDOT representative.
      c. Accumulate and dispose all sampling waste in accordance with all applicable environmental regulations.

d. Do not place emulsified asphalt prior to verification the respective viscosity test results meet the requirements of Section 02745.

B. Cover Material

1. The Department samples and tests cover material at the source of supply and/or the project stockpile.
   a. Determine lot size and number of tests in accordance with Table 1.
   b. Sample and retest for acceptance at the project stockpile at the Engineer's discretion when material is sampled for acceptance at the source of supply.
   c. Determine acceptance and pay factors in accordance with Table 2.

Table 1

Lot Quantity* (Tons)	**Number of Tests**
≥ 2500	5
1500 to 2500	4
≤ 1500	3

* Individual lots may include material from one or more stockpiles.

Table 2

Cover Material Acceptance Schedule For Gradation (Percent passing)				
Sieve Size	Pay Factor*	Type A Acceptance Band**	Type B Acceptance Band**	Type C Acceptance Band**
1/2 inch	1.00 0.95 0.90 0.85 Reject	100.0 99.0 98.0 97.0 < 96.9		100.0 99.0 98.0 97.0 <96.9
3/8 inch	1.00 0.95 0.90 0.85 Reject	85.0 - 100 84.0 - 84.9 83.0 - 83.9 82.0 - 82.9 < 81.9		70.0 - 90.0 69.5 - 91.5 69.2 - 92.0 68.0 - 92.0 < 67.9 and > 92.1
No. 4	1.00 0.95 0.90 0.85 Reject	0 - 20 20.1 - 21 21.1 - 22 22.1 - 23 > 23.1	100.0 99.0 98.0 97.0 < 96.9	0 - 5.0 5.1 - 5.5 5.6 - 6.0 6.1 - 7.0 > 7.1
No. 8	1.00 0.95 0.90 0.85 Reject	0 - 5 5.1 - 5.5 5.6 - 6.0 6.1 - 7.0 > 7.1	85.0 - 100 84.0 - 84.9 83.0 - 83.9 82.0 - 82.9 < 81.9	0.0 - 3.0 3.1 - 3.5 3.6 - 4.0 4.1 - 5.0 > 5.1
No. 16	1.00 0.95 0.90 0.85 Reject		10.0 - 25.0 9.5 - 25.5 9.0 - 26.0 8.5 - 26.5 < 8.4 and > 26.6	
No. 50	1.00 0.95 0.90 0.85 Reject		0.0 - 5.0 5.1 - 5.5 5.6 - 6.0 6.1 - 7.0 > 7.1	
No. 200	1.00 0.75 0.50 Reject	0.0 - 1.0 1.1 - 1.5 1.6 - 2.0 >2.1	0.0 - 2.0 2.1 - 2.5 2.6 - 3.0 > 3.1	0.0 - 1.0 1.1 - 1.5 1.6 - 2.0 >2.1

* Use the lowest individual pay factor for combined gradation

** Average of tests

PART 2 PRODUCTS

2.1 PERFORMANCE GRADED PG BINDER - AASHTO MP 1

A. PG58-22 per Section 02745.

B. PG64-22 per Section 02745.

2.2 ANIONIC EMULSIONS

A. RS-2 per AASHTO M 140.

2.3 CATIONIC EMULSIONS - AASHTO M 208

A. CRS-2A per Section 02745.

B. CRS-2B per Section 02745.

C. CRS-2P per Section 02745.

D. LMCRS-2 per Section 02745.

2.4 HIGH FLOAT EMULSIONS

A. HFRS-2P per Section 02745.

B. HFMS-2 per AASHTO M 140.

C. HFMS-2P per Section 02745.

2.5 FLUSH COAT

A. Use one of the following emulsions agreed upon by the Engineer, per Section 02745, diluted two parts concentrate to one part water by the Manufacturer:
   1. CSS-1
   2. CSS-1h
   3. SS-1
   4. SS-1h
   5. HFMS-2P

2.6 COVER MATERIAL

A. Use crusher processed virgin aggregate consisting of natural stone, gravel, or slag meeting the requirements of Table 3.

Table 3

Chip Seal Cover Material Properties		
Unit Weight	AASHTO T 19	100 lb/ft^3, max
One Fractured Face	ASTM D 5821	95% min.
Two Fractured Faces	ASTM D 5821	90% min.
LA wear, see Note 1	AASHTO T 96	30% max.
Soundness	AASHTO T 104	10% max.
Flats & Elongates, 1:3 ratio	ASTM D 4791	5% max.
Stripping, see Note 1	Materials MOI 8-945	10% max.
Polishing, see Note 1	AASHTO T 278, T 279	31 min.
Note 1: The Department has the right to waive this requirement if the aggregates have proven acceptable through successful past performance as determined by the Engineer.		

B. Grade with the following limits to meet the specified test standard in AASHTO T 27 and T 11.

Table 4

	Percent Passing		
Sieve Size	**Type A**	**Type B**	**Type C**
1/2 in	100		100
3/8 in	85-100		70-90
No. 4	0-20	100	0-5
No. 8	0-5	85-100	0-3
No. 16		10-25	
No. 50		0-5	
No. 200	0-1	0-2	0-1

2.7 BLOTTER MATERIAL

A. Refer to Section 02748.

2.8 TEMPORARY PAVEMENT MARKERS

A. Refer to Section 01558.

PART 3 EXECUTION

3.1 PREPARATION

A. Clean the surface of all dirt, sand, dust, and other objectionable material to the satisfaction of the Engineer.

B. Protect all structures from being spattered or marred including guardrail, guideposts, concrete barriers, parapet walls, etc.

3.2 LIMITATIONS

A. Complete all work between May 15 and August 31.

B. Provide a minimum of 0.5-lbs/yd^2 blotter material meeting the requirements of Section 02748 and application equipment at the project site prior to beginning seal coat work. Application equipment is subject to inspection and approval by the Engineer.

C. Do not place any chip seal coat if the Engineer determines that excess moisture is present in the pavement structure.

D. Place seal coat when:
   1. Pavement temperature is between 70 degrees F and 136 degrees F.
   2. Air temperature is 70 degrees F and rising in the shade.

E. Complete all chip seal operations, including sweeping, during daylight hours.

F. On interstate routes, do not open to traffic the same day chip seal coat is placed.
   1. Sweep and open to traffic no earlier than 14 hours after placing cover material.

G. Apply bituminous flush coat material no earlier than 14 days after the application of the cover material, or as directed by the Engineer.
   1. Apply bituminous flush coat material when the air temperature in the shade is 50 degrees F and rising.
   2. Do not apply bituminous flush coat material during fog, rain, or other adverse conditions.

3.3 COVER MATERIAL STOCKPILE

A. Construct on a clean area to minimize contamination.

B. Construct to facilitate uniform dampening. Avoid excess moisture.

3.4 TEMPORARY PAVEMENT MARKER APPLICATION

A. Refer to Section 01558.

3.5 ASPHALT MATERIAL /COVER MATERIAL APPLICATION

A. Use a distributor equipped with a hydrostatic system capable of maintaining a tolerance of ± 0.03 gal/yd^2.
   1. Apply at a rate sufficient to obtain 50 percent chip embedment before the rolling operation.
   2. Application rates may vary throughout the project depending on existing conditions.
   3. Equipment is subject to inspection and approval by the Engineer.

B. Apply the asphalt emulsion at a minimum temperature of 145 degrees F.

C. Place building paper adjacent to the transverse construction joint prior to starting each spraying operation. Maintain the control valve to act instantaneously, both in start-up and cut-off.

D. Locate longitudinal joints within 6 inches of the traffic lane line location. Construct meet lines with no skip or voids between adjacent passes. Do not place a double thickness of cover material.

E. Spread the cover material maintaining a tolerance of ± 1.0 lb/yd^2.
   1. Equipment is subject to inspection and approval by the Engineer.

F. Calibrate the spreader at the beginning of each day and as often as required.

Table 5

Approximate Spread Rates	
Unit Weight lbs/ft^3	**Application Rate lbs/yd^2**
60 - 65	17.0
65 - 70	18.4
70 -75	19.8
75 - 80	20.7
80 - 85	22.1
85 - 90	23.5
90 - 95	24.9
95 - 100	25.8

3.6 SURFACE ROLLING

A. Use a minimum of two pneumatic-tire rollers in a longitudinal direction to roll surface after the cover material has been spread.

B. Use a minimum of three passes to seat the cover material.
   1. A pass is defined as traveling in one direction only. Two passes is rolling forward and back.

C. Control bleeding with blotter material and as directed by the Engineer.

D. Set the roller speed to prevent bouncing or skidding. Reduce roller speeds during directional changes to prevent tearing of the surface. Repair all damage done to the seal coat by the rollers.

E. Synchronize the speed of the distributor and chip spreader with that of the rolling operation.

F. Sweep excess cover material off the roadway after the emulsion has set. Remove excess cover material to the satisfaction of the Engineer before opening the roadway to traffic.

3.7 BITUMINOUS FLUSH COAT APPLICATION

A. Clean the surface of all dirt, sand, dust, lose chips, and other objectionable material to the satisfaction of the Engineer.

B. Apply the bituminous flush coat at a rate of 0.11 gal/yd^2. Keep traffic off the flushed surface until the bituminous material has set sufficiently to prevent tracking or pick-up.

C. Provide vendor's bill of lading certifying the material was diluted in accordance with article 2.5.

3.8 TRAFFIC CONTROL

A. Refer to Section 01554.

END OF SECTION

Supplemental Specification
2005 Standard Specification Book

Section 02785M

CHIP SEAL COAT

Delete article 2.6, Table 1 and replace with the following:

Table 1

Chip Seal Cover Material Properties		
Unit Weight	AASHTO T 19	100 lb/ft^3, max
One Fractured Face	ASTM D 5821	95% min.
Two Fractured Faces	ASTM D 5821	90% min.
LA wear, see Note 1	AASHTO T 96	30% max.
Soundness	AASHTO T 104	10% max.
Flats & Elongates, 1:3 ratio	ASTM D 4791	5% max.
Stripping, see Note 1	Materials MOI 8-945	10% max.
Polishing, see Note 1	AASHTO T 278, T 279	31 min.
Note 1: The Department has the right to waive this requirement if the aggregates have proven acceptable through successful past performance as determined by the Engineer.		

Supplemental Specification
2005 Standard Specification Book

SECTION 02843

CRASH CUSHIONS

Delete Section 02843 and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Furnish and install crash cushions

B. Furnish and install crash cushion markings

1.2 RELATED SECTION

A. Section 02324: Compaction

1.3 REFERENCES

A. ASTM D 4956: Standard Specification for Retroreflective Sheeting for Traffic Control

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

C. UDOT Guidelines for Crash Cushions and Barrier End Treatments, current edition

1.4 SUBMITTALS

A. Installer Certification.
   1. Manufacturer certified installer.
   2. Provide proof of certification prior to installation.

B. Provide a letter of certification for each system location, affirming that each system is installed according to Department's and the manufacturer's specifications.
   1. Reference Project Number and describe Station/location indicating median, left or right shoulder or gore area application.

PART 2 PRODUCTS

2.1 CRASH CUSHION

A. Select from the current approved products list, UDOT Guidelines for Crash Cushions and Barrier End Treatments.
   1. Refer to the current UDOT Guidelines for Crash Cushions and Barrier End Treatments for specific uses and requirements for each approved system type. The UDOT Guidelines for Crash Cushion and Barrier End Treatments and Barrier End Treatments is maintained by the Division of Traffic and Safety and available through the UDOT Internet home page. Refer to http://www.udot.utah.gov/index.php/m=c/tid=719.
      a. Systems tested under NCHRP-350 requirements and a letter of acceptance issued by FHWA.
      b. Supply three sets of shop drawings and installation drawings for each system type supplied.
         1) Distribute drawings to Contractor, installation contractor, and Engineer or designated representative.
   2. Refer to CC series Standard Drawings for each approved system type.

B. Types:
   1. Type A: Protect fixed hazards greater than 3 ft wide within 15 ft of traveled way, with less than 100 ft of longitudinal space in front of the hazard.
      a. Supply system(s) with an adequate width as specified in plan set.
      b. Supply system(s) as per manufacturer's requirements for design speed as specified in plan set.
         1) Supply the minimum NCHRP-350 Test Level 3 system for roadways greater than 55 MPH.
      c. Galvanize all steel parts as per manufacturer's requirements.
      d. Supply transition element, for the approach of opposing traffic, when system is installed with bi-directional traffic and the system is within 1.2 times the required minimum clear zone.
         1) Two transition elements required when system is installed with w-beam median barrier.
      e. Install system on concrete pad as per manufacturer's requirements.
      f. Supply crash cushion markings as per CC series Standard Drawings.

2. Type B: To protect fixed hazards up to 3 ft wide or less and within 15 ft of traveled way, with less than 100 ft of longitudinal space in front of the hazard.
    a. Supply system with an adequate width as specified in plan set.
    b. Supply system as per manufacturer's requirements for design speed as specified in plan set.
        1) Supply the minimum NCHRP-350 Test Level 3 system for roadways greater than 55 MPH.
    c. Galvanize all steel parts as per manufacturer's requirements.
    d. Supply transition element, for the approach of opposing traffic, when system is installed with bi-directional traffic and the system is within 1.2 times the required minimum clear zone.
        1) Two transition elements required when system is installed with w-beam median barrier.
    e. Install system on concrete pad as per manufacturer's requirements.
    f. Supply crash cushion markings as per CC series Standard Drawings.
3. Type C: To protect fixed objects 3 ft wide or less within 15 ft of traveled way, and longitudinal space in front of the hazard greater than 100 ft.
    a. Galvanize all steel parts as per manufacturer's requirements.
    b. Supply double-sided w-beam transition element when system is installed in conjunction with concrete barrier or bridge parapet.
    c. Supply crash cushion markings as per CC series Standard Drawings.
4. Type D: To protect fixed hazards within 15 ft of traveled way. Use in areas where one impact per year is anticipated or when repair history indicates two or more impacts over a three-year period.
    a. Supply system with an adequate width as specified in plan set.
    b. Supply system as per manufacturer's requirements for design speed as specified in plan set.
    c. Supply the minimum NCHRP-350 Test Level 3 system for roadways greater than 55 MPH.
    d. Galvanize all steel parts as per manufacturer's requirements.
    e. Supply transition element, for the approach of opposing traffic, when system is installed with bi-directional traffic and the system is within 1.2 times the required minimum clear zone.
        1) Two transition elements required when system is installed with w-beam median barrier.
    f. Install system on concrete pad as per manufacturer's requirements.
    g. Supply crash cushion markings as per CC series Standard Drawings.

5. Type E - Sand Barrel Arrays: To protect fixed hazards outside of 15 ft from the traveled way and there is an unlimited amount of space. Refer to the UDOT Guidelines for Crash Cushion and Barrier End Treatments for specific uses and requirements of sand barrel arrays.
    a. Design sand barrel array using Energite® III/Fitch® Universal Module Systems design manual.
    b. Certify sand barrels and components meet NCHRP-350 for nonredirective, gating crash cushions.
    c. Sand barrels will be constructed using a frangible polyethylene material, which will shatter upon impact.
        1) Use yellow sand barrels.
        2) Permanently apply manufactured date, month, and year to each piece of the barrel system.
        3) Use one or two-piece barrel construction.
        4) Interface cones with the barrel to prevent leakage of sand but allow for the drainage of excess water for sand barrel systems that use barrel and cone configuration.
        5) Provide lids for each sand barrel. Fasten lid securely to barrel.
    d. Provide sand barrels that hold the required amounts of sand as per requirements of the typical sand barrel array.
        1) 200 lbs., 400 lbs, 700 lbs., 1400 lbs, and 2100 lbs.
        2) Mark each barrel in a manner that the amount of sand required for the nominal weight is visible for systems that are designed using barrels for multiple sand weight requirements.
    e. Use dry sand to fill modules, 2 percent or less moisture.
    f. Supply crash cushion markings and construct pad as per CC series Standard Drawings.
6. Type F: Use to protect concrete barrier or bridge parapets with less than 150 ft of longitudinal space in front of the hazard. Used in a unidirectional application.
    a. Galvanize all steel parts as per manufacturer's requirements.
    b. Install system on concrete pad, when specified by manufacturer, and to the manufacturer's specifications.
    c. Supply crash cushion markings as per CC series Standard Drawings.
7. Type G: Use to protect the approach end of single face w-beam guardrail or approach ends of bridge parapet and concrete barrier with unlimited longitudinal space (greater than 125 ft) in front of the hazard in a unidirectional application, and is installed where a tangent system is desired. W-beam transition element is required when system is installed at the end of bridge parapet or the end of concrete barrier.
    a. Supply one of the approved post options as described in UDOT Guidelines for Crash Cushion and Barrier End Treatments.

b. Supply system with 12-½ ft galvanized w-beam rail elements as per manufacturer's requirements.
c. Supply manufacturer approved impact head and hardware.
d. Galvanize all steel parts as per manufacturer's requirements.
e. Supply crash cushion markings as per CC series Standard Drawings.

8. Type H: Use to protect the approach end of single face w-beam guardrail or approach end of bridge parapet and concrete barrier with unlimited longitudinal space (greater than 125 ft) in front of the hazard in a unidirectional application, and is installed where a flared system is desired. W-beam transition element is required when system is installed at the end of a bridge parapet or the end of concrete barrier.
   a. Supply one of the approved post options as described in UDOT Guidelines for Crash Cushion and Barrier End Treatments.
   b. Supply system with 12-½ ft galvanized w-beam rail elements as per to manufacturer's requirements.
   c. Supply manufacturer approved impact head or end section and hardware.
   d. Galvanize all steel parts as per manufacturer's requirements.
   e. Supply crash cushion markings as per CC series Standard Drawings.

2.2 CRASH CUSHION MARKINGS

A. Marker plate: Per CC series Standard Drawings.
   1. Construct marker plate 18 inches x 18 inches using 0.032-gage aluminum with appropriate object marker sheeting.
      a. Drill a 7/16-inch hole in each corner of plate.
      b. Use ASTM D 4956 Type III sheeting with encapsulated glass bead retroreflective material, or greater. Use appropriate sheeting type for the substrate sheeting is placed on.
      c. Use a 24 inch x 14 inch object marker plate or self-adhesive object marker sheeting ASTM D 4956 Type III sheeting with encapsulated glass bead retroreflective material, or greater for Type C systems. Use appropriate sheeting type for the substrate sheeting is placed on.
      d. Substitution of self-adhesive object marker sheeting ASTM D 4956 Type III sheeting with encapsulated glass bead retroreflective material, or greater, 18 inches x 18 inches or 24 inches x 14 inches placed directly on system for Marker Plate is acceptable.
      e. Accept object markers supplied by the manufacturer that exceed the above requirements.

B. Marker Post: Per CC series Standard Drawings
   1. Construct marker post, 60 inches long and 2 inches OD, using black polyethylene material.
      a. Close top of marker post.
      b. Drill three 7/16-inch mounting holes.
      c. Apply three 4-inch bands of yellow sheeting ASTM D 4956 Type III sheeting with encapsulated glass bead retroreflective material, or greater.

PART 3 EXECUTION

3.1 INSTALLATION

A. Prepare site to finished grade prior to installation of crash cushion or barrier end treatment.
   1. Construct approach areas and recovery areas to meet UDOT Standards and system requirements prior to installation of system.
      a. Refer to CC series Standard Drawings for system requirements.
   2. Construct concrete pad, when applicable, to meet system requirements.
      a. Use manufactures specification for concrete pad construction.
      b. Refer to CC series Standard Drawings for Type E - sand barrel detail, for pad requirements.
   3. Obtain Engineer's approval of site grading, approach and recovery areas, and layout, prior to system installation.
   4. Compact backfill material around posts and foundation tubes to minimum 96 percent of maximum laboratory density and dispose of excess material. Refer to Section 02324.

B. Install in accordance with:
   1. UDOT Guidelines for Crash Cushion and Barrier End Treatments.
   2. Manufacturer's specifications and recommendations.
   3. Use manufacturer certified installer to perform the installation.

C. Complete repair or replacement of any crash cushion damaged during construction within 24 hours of notification of damage.

1. Contractor is responsible for the cost of repair or replacement of any permanent system damaged for any reason until final acceptance.

   a. Exception:

      1) Damage is caused by an errant vehicle, AND

      2) Damage occurs after Traffic has been established in the final lane configuration with shoulders as established in the project plans.

   b. Payment will be made using a Force Account basis for the cost of repair or replacement of the damaged system when the Engineer determines the conditions described under the exception above apply.

END OF SECTION