CONTRACT

SPECIAL PROVISIONS

Project No.:	**IM-80-4(91)138**
Name:	**I-80 PMSC; M.P. 138.2 to M.P. 144.6 Plant Mix Seal Coat**
County:	**Summit**
Bid Opening:	**April 15, 2003**
	Date

UDOT

GOING THE EXTRA MILE

2002 - U.S. Standard Units (Inch-Pound Units)

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I. 2002 Standard Specifications

The State of Utah Standard Specifications for Road and Bridge Construction, U.S. Standard Units (Inch Pound Units) CSI Format, Edition of 2002 with Changes One and Two included applies on this project.

II. List of Revised Standard Specifications

Change One – Included in 2002 Standard Specifications

Revised August 29, 2002

Section 00570 Articles 1.2 A 69, A 71 b (deleted)
Section 00727 Articles 1.1 D; 1.5 B; 1.9; 1.10; 1.16 B, C; 1.18 B
Section 01574 Articles 1.2 B
Section 02721 Articles 1.2 D (added), H (replaced), I (deleted);1.6 B1; 2.1 A Table 3; 3.2 C
Section 02741 Articles 3.8 E 2 a, b
Section 02821 Articles 3.1 A
Section 02892 Articles 1.5 A, B
Section 02936 Articles 1.4; 1.5 C
Section 03152 Articles 1.2 P, Q; 2.2 A, B
Section 05120 Articles 1.4 A (deleted), 3.3 A
Section 16525 Articles 1.6 A, B

Change Two – Included in 2002 Standard Specifications

Revised December 19, 2002

Section 01561 Article 3.1 A
Section 02075 Article 2.7 A
Section 02372 Article 2.1 A 4
Section 02455 Article 3.3 B 2
Section 02785 Article 3.2 C
Section 02861 Article 3.3 A
Section 03055 Articles 1.2 P (inserted), 2.3 B, 2.4 (deleted), 2.7 A 1 a-e (added), 2.7 B 2 (added), 2.8 A 1 a, 2.8 A 2 (deleted), 2.9 A3, 3.2 A Table, 3.2 C, 3.7 A 3, 3.8 C 1, 3.9 A-B, 3.10, 3.11 B 1, 3.11 B 3
Section 07922 Article 2.1 Table 1

III. List of Revised Standard Drawings

Change One

Revised December 19, 2002

AT 7	Polymer Concrete Junction Box Details	12/19/2002
BA 1A	Precast Concrete Full Barrier Standard Section	12/19/2002
BA 1B	Precast Concrete Full Barrier Standard Section	12/19/2002
BA 3	Cast In Place Constant Slope Barrier	12/19/2002
BA 4B	Beam Guardrail Installations	12/19/2002
BA 4C	Beam Guardrail Anchor Type I	12/19/2002
CC 6	Crash Cushion Type E Sand Barrel Details	12/19/2002
DG 3	Maximum Fill Height and End Sections for HDPE And PVC Pipes	12/19/2002
DG 4	Pipe Culverts Minimum Cover	12/19/2002
EN 4	Temporary Erosion Control (Drop-Inlet Barriers)	12/19/2002
GW 1	Raised Median and Plowable End Section	12/19/2002
PV 2	Pavement Approach Slab Details	12/19/2002
SL 13	Traffic Counting Loop Detector Details	12/19/2002
SN 2	Flashing School Sign	12/19/2002
SN 4	Flashing Stop Sign	12/19/2002
SN 5	Typical Installation For Milepost Signs	12/19/2002
SN 8	Ground Mounted Timber Sign Post (P1)	12/19/2002
ST 1	Object Marker “T” Intersection and Pavement Transition Guidance	12/19/2002
ST 7	Pavement Markings and Signs at Railroad Crossings	12/19/2002
SW 3A	Precast Concrete Noise Wall 1 of 2	12/19/2002
SW 3B	Precast Concrete Noise Wall 2 of 2	12/19/2002
SW 4A	Precast Concrete Retaining/Noise Wall 1 of 2	12/19/2002

IV. 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.dot.utah.gov/esd/Manuals/Materials/MaterialsSampling.htm

For UDOT employees the Manual can also be found on the Shared Drive at: \Shared\Engineering Services\Manuals\Materials (W drive for the Complex and R drive for the Regions)

V. Notice to Contractors

Notice on next page.

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, April 15, 2003, 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 RESURFACING of I-80; MP 138.2 TO 144.6 in SUMMIT County, the same being identified as Federal Aid Project No: IM-80-4(91)138.

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: 6.4 Miles of Route: 80 from R.P. 138+0.20 to R.P. 144+0.60

The principal items of work are as follows (for all items of work see attachment):
Open Graded Surface Course
Asphalt Cement PG 64-34
4 inch Pavement Marking Tape - Yellow

The project is to be completed: in 50 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.dot.utah.gov/cns/bidopeninfo.htm. 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 the Specifications and Plans from the main office, 4501 South 2700 West, Salt Lake City, (801) 965-4346, for a fee of $50.00, 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 a bid bond from an approved surety company on forms provided by the Department; 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 22nd day of March, 2003.

UTAH DEPARTMENT OF TRANSPORTATION
John R. Njord, Director

Revised Date:

VI. 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.

VII. BID CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

"Policy Statement"

It is the policy of the Utah Department of Transportation to take all necessary and reasonable actions to ensure that Disadvantaged Business Enterprises (DBE) 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 Disadvantaged Business Enterprise (DBE) firms owned and controlled by the socially and economically disadvantaged individuals 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 firms owned and controlled by the DBEs shall 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%, 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% 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*: 3.0 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% 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% 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 be 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 Underruns 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 underrun, and the percent of underrun of the individual item. The explanation for the underrun shall include the reasons for the underrun 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. Overruns 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 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

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

   c. Whose size is limited to average annual gross receipts of $17,425,000 over the previous three fiscal years. This amount may be adjusted for inflation from time to time by the Secretary of Transportation.
   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.

   d. That has been certified to DBE status by the DEPARTMENT.

4. DBE Goals mean:

   a. UDOT's annual overall goal on DOT-assisted projects for Federal fiscal year 2003 is 8.0%.

   b. 3.3% 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%) that have subcontracting opportunities. The implied goal is the percent achievable by equal opportunity efforts.

   c. 4.7% 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.

   A DBE joint venture must be approved by the DEPARTMENT's Civil Rights Office prior to bid opening 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. The principle of nondiscrimination requires that individuals 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 which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements.

8. 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.

9. Race Conscious measure or program is one that 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.

10. 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.

11. 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-lessor of equipment being used on the present project.

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

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

12. 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.

13. Reasonable Bid

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

14. 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.

15. 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 bid will be rejected by the DEPARTMENT.

16. Satisfactory Completion of a subcontract occurs when:

a. The work has been satisfactorily completed in all respects 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 work of the subcontract is accepted in writing by the ENGINEER.

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.

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

18. Service Provider means a broker or a middle man. A businessperson who buys or sells for another in exchange for a commission.

19. 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.

20. 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.

21. 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 which includes the required provisions for Federal-aid construction projects.

C. DETERMINATION OF DBE CONTRACTOR'S ELIGIBILITY BY THE DEPARTMENT

1. Any Contractor may apply to the DEPARTMENT for status as a DBE. Applications shall be made on forms provided by UDOT entitled "UTAH DEPARTMENT OF TRANSPORTATION APPLICATION FOR DETERMINING DISADVANTAGED BUSINESS ENTERPRISE (DBE) ELIGIBILITY, SCHEDULE A - UDOT FORM R-816" 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 DEPARTMENT 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 DEPARTMENT has time to review it. The DEPARTMENT will review applications in a timely manner but is not committed to approve DBE status within any given period of time. The Civil Rights Office must have ample lead time to review, evaluate, and verify information provided with a application.

3. The DEPARTMENT shall maintain a 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 DBE directory representing approved 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/cns/Civil_Rights/dbedir.pdf

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):

www.udot.utah.gov/cns/bidopeninfo.htm

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.

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

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% 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. *Part A* of the DBE Bid Assurance will be completed by the EBS software based upon the entry of the DBE Commitment and/or the Good Faith Documentation into EBS. 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% 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 DEPARTMENT's Disadvantaged Business Enterprise Directory or DBE firms that have been approved by the DEPARTMENT 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 the DEPARTMENT's Disadvantaged Business Enterprise 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. DBE Written Confirmation

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. The reconsideration will be made by an official who did not take part in the original determination.

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 DEPARTMENT prior to bid opening. It is necessary that all bidders refer to the DEPARTMENT's Disadvantaged Business 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):**

www.udot.utah.gov/cns/Civil_Rights/dbedir.pdf

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):

www.udot.utah.gov/cns/bidopeninfo.htm

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 ENGINEER prior to bid opening. It is necessary that all Bidders refer to DEPARTMENT's Disadvantaged Business 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/cns/Civil_Rights/dbedir.pdf

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):

www.udot.utah.gov/cns/bidopeninfo.htm

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 be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

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

c. The DBE receives credit toward the DBE goals for the total value of the transportation services it provides on the contract using trucks it 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 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 lease trucks from a non-DBE, including an owner-operator. The DBE does not receive credit for the total value of the transportation provided by the lessee, because the services are not provided by a DBE. Only the fee or commission received by the DBE counts toward the DBE goals.

f. For purposes of this part (7), 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 which 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. Only the fees, commissions, or transportation performed by the DBE service provider count toward the DBE goals.

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 responsibility 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 - Miscellaneous and flatwork, etc.
      (3) Concrete - Structural
      (4) Demolition
      (5) Electrical
      (6) Engineering - Consultants
      (7) Engineering - Design

(8) Equipment - Purchases
(9) Equipment - Rentals
(10) Excavation
(11) Fence
(12) Grading
(13) Guardrail
(14) Hauling - Earth or Other Materials
(15) Landscaping
(16) Lighting
(17) Miscellaneous
(18) Painting - Striping & Messages
(19) Painting - Structural
(20) Paving - Asphalt, Highway
(21) Paving - Concrete
(22) Paving - Miscellaneous
(23) Paving - Rotomilling
(24) Pipe Culverts
(25) Reconstruction
(26) Saw & Seal
(27) Signs - Permanent
(28) Signs - Temporary or traffic control
(29) Steel - Reinforcing
(30) Steel - Structural
(31) Supplier - Manufacture
(32) Supplier - Regular Dealer
(33) Supplier - Service Providers
(34) Surveying
(35) Traffic Signals

***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.**

K. PROMPT PAYMENT

THIS SECTION APPLIES TO ALL PRIME CONTRACTORS, ALL SUBCONTRACTORS, AND ANY LOWER TIER SUBCONTRACTORS, AND ALL SUPPLIERS. Refer to CFR 49 Part 26.29

PART 1 GENERAL

1.1 SECTION INCLUDES

This Section applies to prime Contractors, all subcontractors, all service providers and all material suppliers, and any lower tier subcontractors, service providers, and suppliers.

1.2 PROMPT PAYMENT TO SUBCONTRACTORS, MATERIAL SUPPLIERS AND SERVICE PROVIDERS - PROGRESS PAYMENTS

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

B. Pay subcontractor, service provider, or material supplier for satisfactory performance of the subcontract, service or material supply agreement no later than 10 work days after receipt of payment.

C. Submit to the Engineer within 5 work days after paying subcontractor(s), service providers, or material supplier(s), a certified payment statement in the form of an affidavit certifying that the total dollar amount paid to each subcontractor, service provider or supplier that the payment has been made promptly, and that the dollar amount paid is the total amount due for work or services performed or materials purchased during the pay period. Contractor is required to submit the affidavit on Contractor's letterhead and include the signature of a responsible official legally representing the Contractor.

1.3 PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS – RETAINED MONEY AND ACCRUED INTEREST

A. Include in subcontract, service or purchase agreement language agreeing to pay retained money and accrued interest upon satisfactory completion of the work of subcontract, service or purchase agreement.

B. Pay retained money and accrued interest to subcontractor, service or material provider no later than 25 work days after satisfactory completion of the work of subcontract. service or purchase agreement.

C. Payment of retained money and accrued interest must be paid even if the Contractor has not received payment from the Department.

D. Submit to the Engineer within 5 work days after paying subcontractor, supplier, or service provider a certified payment statement in the form of an affidavit certifying that the total amount paid is the total amount of retained money and interest due to the subcontractor, service provider or supplier. Provide a signed affidavit by a responsible official legally representing the Contractor, on Contractor's letterhead.

E. A determination of satisfactory completion and payment of retained money and accrued interest does not relieve the Contractor, subcontractor, service provider nor supplier from any contractual obligation.

1.4 DELAY OF PAYMENT

A. Delay payment to subcontractor, service provider, or supplier, only for good cause, with prior written notice to subcontractor, service provider or supplier and with prior written approval of the Engineer.

B. Give subcontractor, service provider or supplier time to correct deficiencies before estimated cut-off date.

C. Not giving notice to subcontractor, service provider, or supplier nor receiving written approval from Engineer will be considered as implied consent to pay promptly.

D. Engineer withholds from progress payment, delayed payments.

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

F. Department holds in escrow disputed funds until the dispute is resolved.

1.5 PENALTIES FOR FAILURE TO MAKE PROMPT PAYMENT

A. Department will not reimburse for work performed by subcontractors, service providers nor materials delivered by suppliers unless and until the Contractor ensures that subcontractors, service providers and suppliers are promptly paid for work performed or materials delivered.
   1. Engineer deducts the dollar amount due but not paid to subcontractor, service provider or supplier from the next progress payment.
   2. Engineer may deduct an equal amount from the Contractor's payment.

B. Department considers the failure to pay promptly an indication of a lack of financial fitness.
   1. Forfeit the privilege of bidding on the Department's projects as a prime Contractor until subcontractors, service providers or suppliers are paid.

2. Forfeit the privilege of having a subcontract, supply or purchase agreement approved to perform as a subcontractor, service provider or supplier on the Department's projects until subcontractors, service providers or suppliers are paid.

C. Department employs other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs, other Contractors, service providers and suppliers are fully and promptly paid.

1.6 OVERPAYMENT BY ENGINEER

A. If the Engineer overpays for work or services performed or materials delivered, the Department deducts the dollar amount of the overpayment from future payments to the Contractor.

B. The subcontractor, service provider or supplier is responsible to keep records and to know the quantity of work or services performed or materials delivered. If overpayment is made to a subcontractor, service provider or material supplier, the subcontractor, service provider or material supplier immediately notifies the Contractor and the Department of the overpayment.

C. If prompt payment results in overpayment, the subcontractor, service provider or supplier promptly repays the Contractor the amount of the overpayment. If prompt repayment is not made to the Contractor, the prompt payment penalties of this specification applies to subcontractor or supplier.

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 which, 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 which, 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 which 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 %, 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 which 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% , complete only Part B and submit *Race Neutral DBE Information*.**

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

VIII. 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%
October 3, 1980	5.1 %	

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.

Federal Purple Book

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 ____Summit_____.

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 has 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

IX. 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.

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 ____1_____ (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.

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X. REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

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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.

XI. Wage Rates Applicable

Wage rates on next page.

GENERAL DECISION UT020030 01/17/03 UT30

General Decision Number UT020030

Superseded General Decision No. UT010030

State: **Utah**

Construction Type:

HIGHWAY

County(ies):

MORGAN SUMMIT

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	**Publication Date**
0	**03/01/2002**
1	**01/17/2003**

ENGI9993A 07/01/1999

	Rates	Fringes
ENGI0003		
POWER EQUIPMENT OPERATORS:		
Blade, rough	20.99	8.23
Bulldozer, D7 or less	19.05	8.23
Bulldozer, Over D7	20.02	8.23
Crusher	20.02	8.23
Grade Setter	19.05	8.23
Heavy duty repairman	20.02	8.23
Laydown Machine, Asphalt/Concrete	20.02	8.23
Lube Engineer	19.05	8.23

Scrapers, under 35 CY	20.02	8.23
Scrapers, over 35 CY	20.99	8.23

SUUT3007A 03/25/1992

	Rates	Fringes
CARPENTERS	16.13	2.65
CEMENT MASONS	14.43	2.41
ELECTRICIANS	16.50	3.13
IRONWORKERS:		
Reinforcing	16.65	3.50
FLAGGERS	7.10	1.60
LABORERS:		
General Laborer	12.27	2.67
Asphalt Raker Laborer	12.40	2.64
Concrete Laborer (Compaction, underground fine grading, operation of shute or bucket)	13.29	1.62
Landscape Laborer	12.82	2.79
Pipelayer (Smooths sides and bottom of trenches, does rigging of pipe, assemble and install concrete and tile pipe)	12.82	2.66
Laborer, Power Tools Cutting Torch, Operators of gasoline, electric or pneumatic tools, (E.G. compressor, compactor, jackhammer, vibrator, concrete saw, chain saw, and concrete cutting torch)	12.82	2.64
Laborer, Powderman	13.27	2.62
POWER EQUIPMENT OPERATORS:		
Asphalt Plant Operator	16.86	6.93

Backhoe/Loader Comb	17.88	6.93
Backhoe, Tire & Track, under 5 cu. yds.	18.16	6.93
Blade, Smooth/Finish	18.00	6.93
Compactor	17.47	6.93
Cranes - all sizes	17.49	6.06
Loader - all sizes	17.14	6.93
Oiler	10.50	2.22
Paver, Asphalt/Concrete	17.47	6.93
Roller, Asphalt	16.00	6.93
Roller Grader	17.53	6.93
Scraper Tandem	18.16	6.93
Screedman	16.57	6.93
Tractor, Small Rubber Tire	17.22	6.93
Tractor, Small Rubber Tire with Attachments	16.86	6.95
TRUCK DRIVERS:		
Dump Trucks - Water level capacity (Bottom, end and side), Including dumpster truck, turnawagons, turnarockers and dumpcrete):		
Less than 8 cu. yds.	15.65	5.72
8 cu. yds. and less than 14 cu. yds.	14.82	5.72
14 cu. yds. and less than 35 cu. yds.	16.14	5.72
8-14 cu. yds. double	16.24	5.42
Water, Fuel and Oil Trucks:		
2500 gallons to less than 4000 gallons	15.99	4.62

Mixer Truck	16.16	5.72
Transport Truck	16.14	5.42

*** TEAM0222Y 07/01/2000**

	Rates	Fringes
TRUCK DRIVERS:		
Dump Trucks - Water Level Capacity (Bottom, End and Side), Including Dumpster Truck, Turnawagons, Turnarockers and Dumpcrete):		
14 cu. yds. and less than 35 cu. yds., double	16.69	8.69

*** TEAM0222Z 07/01/2000**

	Rates	Fringes
TRUCK DRIVERS (Water, Fuel & Oil Tank):		
Up to 2500 gal.	16.39	8.69
4,000 gal. to less than 6,000 gal.	16.84	8.69
6,000 gal. to less than 10,000 gal.	17.09	8.69
10,000 gal. to less than 15,000	17.34	8.69
15,000 gal. to less than 20,000 gal.	17.59	8.69
20,000 gal. to less than 25,000 gal.	17.94	8.69
Over 25,000 gal.	18.09	8.69

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

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

In the listing above, the "SU" designation means that rates listed under that 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, D. C. 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, D. C. 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, D. C. 20210

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

END OF GENERAL DECISION

XII. Bidding Schedule

Bidding Schedule on next page.

Utah Department of Transportation
Bidder's Schedule

Bid Opening Date: 4/15/2003
Project Number: IM-80-4(91)138
Project Name: I-80; MP 138.2 TO 144.6
Description: RESURFACING
Funding FEDERAL

Region: REGION 2
County SUMMIT

#	Item	Description	Quantity	Unit
10 - ROADWAY				
1	00830001U	Equal Opportunity Training	1000	hour
2	012850010	Mobilization	1	lump sum
3	013150010	Public Information Services	1	lump sum
4	015540005	Traffic Control	1	lump sum
5	01557000*	Maintenance of Traffic (MOT)	1	lump sum
6	015720010	Dust Control and Watering	45626	gallon
7	018920010	Reconstruct Catch Basin	7	each
8	018920050	Reconstruct Manhole	4	each
9	027210070	Untreated Base Course 3/4 inch or 1 inch Max	1749	ton
10	027480040	Emulsified Asphalt CSS-1	297	ton
11	027610020	Longitudinal Rumble Strip	135168	foot
12	027680005	4 inch Pavement Marking Tape - White	117293	foot
13	027680010	8 inch Pavement Marking Tape - White	12005	foot
14	027680015	4 inch Pavement Marking Tape - Yellow	78473	foot
15	027680025	Pavement Message (Tape)	12	each
16	027860010	Open Graded Surface Course	23057	ton
17	027860020	Asphalt Cement PG 64-34	1403	ton
18	028420010	Delineator Type I	200	each
19	029610020	Rotomilling - 1 Inch	4977	square yard

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

XIII. Measurement and Payment

MEASUREMENT AND PAYMENT

IM-80-4(91)138
I-80; MP 138.2 to MP 144.6

The Department will measure and pay for each bid item as detailed in this section. Payment is contingent upon acceptance by the Department.

Items are listed by Specification and in tables as follows:

Item #	Bid item number	Bid Item Name	Unit of measurement and payment
Additional information goes here.			

1	**00830001U**	**Equal Opportunity Training**	**Hour**

2	**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

3	013150010	Public Information Services	Lump Sum

A. Includes compensation for:
   1. All fliers, public information office, telephone lines, and all other labor and materials required to complete the item.
   2. All costs for materials, installation, maintenance, and removal of the public information services signs.

B. The Engineer will monitor the PIM and all public information services.
   1. When the Contractor provides acceptable public information services in accordance with these specifications, partial payments for the pay item "Public Information Services" will be made as the work progresses.
   2. Failure to provide acceptable public information services will result in withholding of payment for this item.
   3. Partial payments made as follows:

% of Original Contract Earned	% of amount bid item
5	25
10	40less all previous payments
25	50less all previous payments
75	75less all previous payments
100	100less all previous payments

C. The term "original Contract amount" as used above means the amount bid for the construction items on this Contract, not including the amounts bid for Public Information Services and Mobilization.

4	015540005	Traffic Control	Lump Sum

A. Include all materials, equipment, labor, flagging, pilot car, temporary traffic striping and/or removal and workmanship required for the design, implementation, and maintenance of the approved Traffic Control Plan in the bid item "Traffic Control."

B. Partial Payment: Based on the percentage of the project completed, excluding the cost of the traffic control.

C. Price Adjustment:
   1. The DEPARTMENT will reduce payment if the Traffic Control Plan does not comply with the approved traffic control plans as determined by the ENGINEER.
   2. The DEPARTMENT will use the daily charge for Calendar Day in the Schedule of Liquidated Damages (Section 00555, Table 1) to calculate the payment reduction. This value constitutes the amount per day by which the CONTRACTOR's compensation will be reduced.
   3. Payment for Change in Scope: Negotiate the price adjustment with the ENGINEER if the ENGINEER orders a change in the scope of work which requires a modification of the Traffic Control Plan.

D. The Project superintendent will not be the traffic control supervisor/maintainer.

5	01557000*	Maintenance of Traffic (MOT)	Lump Sum

A. Partial Payments - Based on the percentage of the project completed, excluding the cost of MOT.
   1. Failure to comply with any of the requirements of this special provision will result in non-compliance.

B. Price Adjustments:
   1. The Department reduces payment if the MOT implemented is not in compliance with the approved MOT plan, as determined by the Engineer.
   2. The amount per day by which the Contractor's compensation will be reduced is calculated using the daily charge in the Schedule of Liquidated Damages in Table 1 of Section 00555 or the Contract lump sum bid price for MOT divided by the number of Contract days, whichever is greater.

C. Payment for change in scope: Negotiate a price adjustment for MOT if the Engineer orders a change in the scope of work which requires modification to the approved MOT

D. For this project it is anticipated that we will need 5 Variable message boards.

E. For this project a wrecker will be on standby to remove stranded vehicles or semis during the paving operation, on the uphill sections. The wrecker should be able to respond within 15 minutes.

6	015720010	Dust Control and Watering	Gal

7	018920010	Reconstruct Catch Basin	Each

In place. The cost for this item includes the lowering and raising of the catch basin.

8	018920050	Reconstruct Manhole	Each

In place. The cost for this item includes the lowering and raising of the manhole.

9	027210070	Untreated Base Course 3/4 inch or 1 inch Max	Ton

In place

10	**027480040**	**Emulsified Asphalt CSS-1**	**Ton**
Do not measure water added in excess of the specified amount in Standard Specification 02745.			

11	**027610020**	**Longitudinal Rumble Strip**	**Feet**
Measure along the edge of the shoulder. All pavement will be placed full width before the rumble strips are constructed.			

12	**027680005**	**4 inch Pavement Marking Tape - White**	**Feet**
A. Do not measure the gap in the skip line. B. Include all costs for the Manufacturer"s Service Representative and other technical assistance in the contract unit price.			

13	**027680010**	**8 inch Pavement Marking Tape - White**	**Feet**
A. Do not measure the gap in the skip line. B. Include all costs for the Manufacturer"s Service Representative and other technical assistance in the contract unit price.			

14	**027680015**	**4 inch Pavement Marking Tape - Yellow**	**Feet**
A. Do not measure the gap in the skip line. B. Include all costs for the Manufacture's Service Representative and other technical assistance in the contract unit price.			

15	**027680025**	**Pavement Message (Tape)**	**Each**
Measurement - Painted Pavement Messages: A. Letter = one message. B. Arrow = one message. C. Multi-head arrow = one message per arrow. D. School crossbars = one message per 24 inch x 10 ft. bar E. Crosswalk = two message per lane and two messages per shoulder F. Stop Bar = one message per lane and one message per shoulder. G. Railroad crossing markings = seven messages per lane. 1. 'R' = one message each (two required). 2. 'X' = two messages 3. Transverse Bar = one message each (two required). 4. Stop Bar = one message. H. Include all costs for the Manufacturer's Service Representative and other technical assistance in the contract unit price.			

16	**027860010**	**Open Graded Surface Course**	**Ton**
Measurement: In place A. Include aggregates and all additives including hydrated lime. Provide additional measurement for Asphalt Binder.			

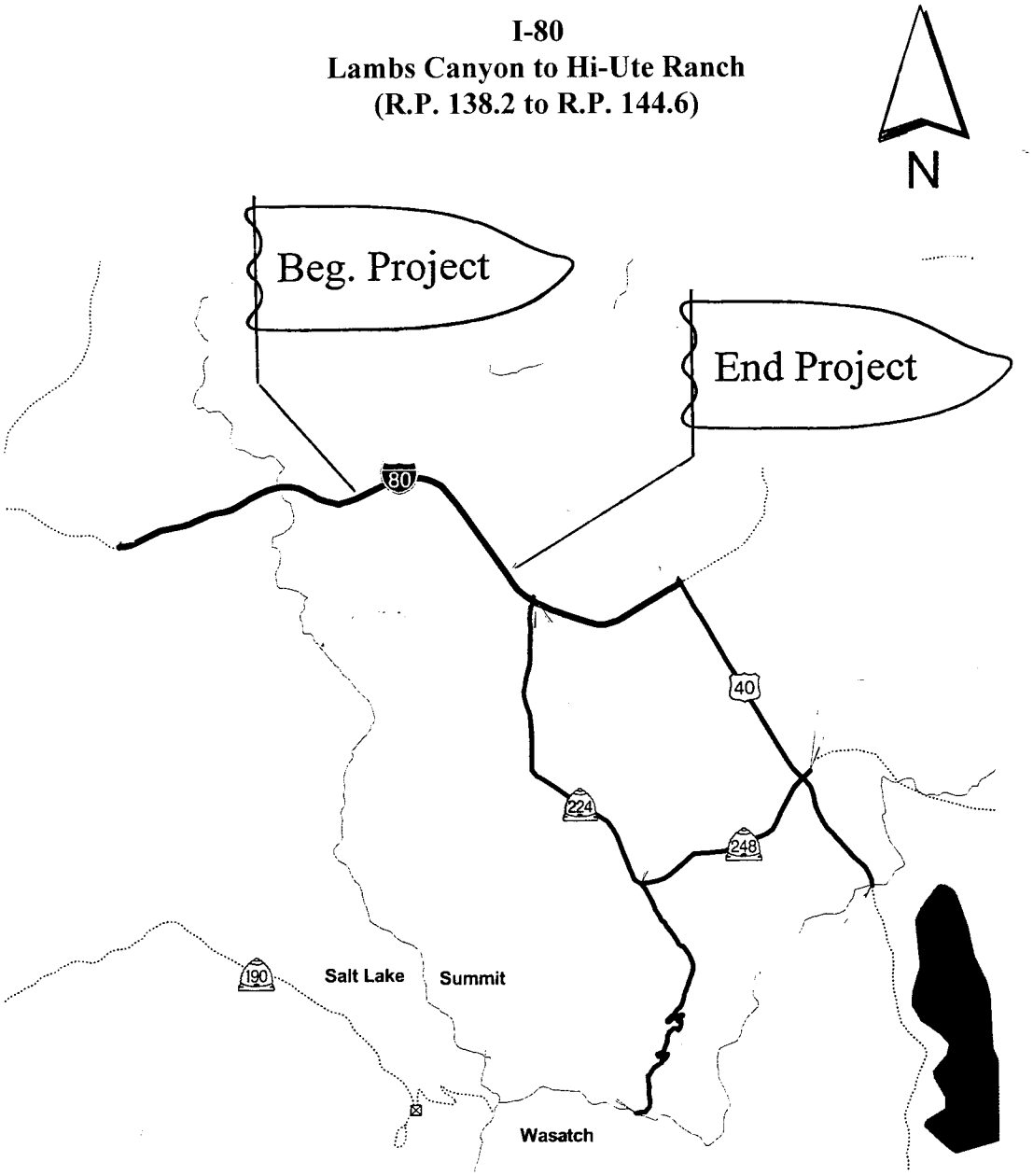
17	**027860020**	**Asphalt Cement PG 64-34**	**Ton**

18	**028420010**	**Delineator Type I**	**Each**
In place			

19	**029610020**	**Rotomilling - 1 inch**	**Sq Yd**
The tailings will be delivered to Maintenance station 235, contact Darrell Roberts at 910-2350.			

XIV. Location Map

I-80
Lambs Canyon to Hi-Ute Ranch
(R.P. 138.2 to R.P. 144.6)



XV. Typical Sections or Detail Sheets

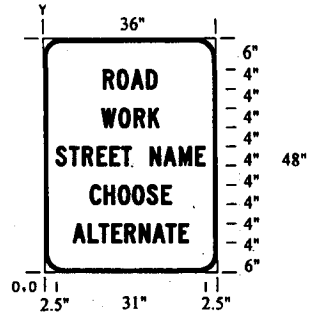
MAINTENANCE OF TRAFFIC (MOT) CONCEPT

NOTES :

1. VMS WILL BE PLACED ONE INTERSECTION IN ADVANCE OF WORK ZONE.
2. MOT WILL BE CUSTOMIZED FOR EACH LOCATION.
3. THE NUMBER & LOCATION OF VMS & STATIC SIGNS SHALL BE ADJUSTED TO SUIT ACTUAL FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
4. VMS PLACED ON 4 LANE CROSS STREETS. STATIC SIGNS PLACED ON 2 LANE CROSS STREETS.
5. VMS SIGNS SHALL BE IN PLACE 1 WEEK BEFORE CONSTRUCTION BEGINS.
6. PROVIDE OVERLAY PANEL FOR STREET NAME FOR EACH LOCATION

STATIC SIGN

B/O 36" X 48"



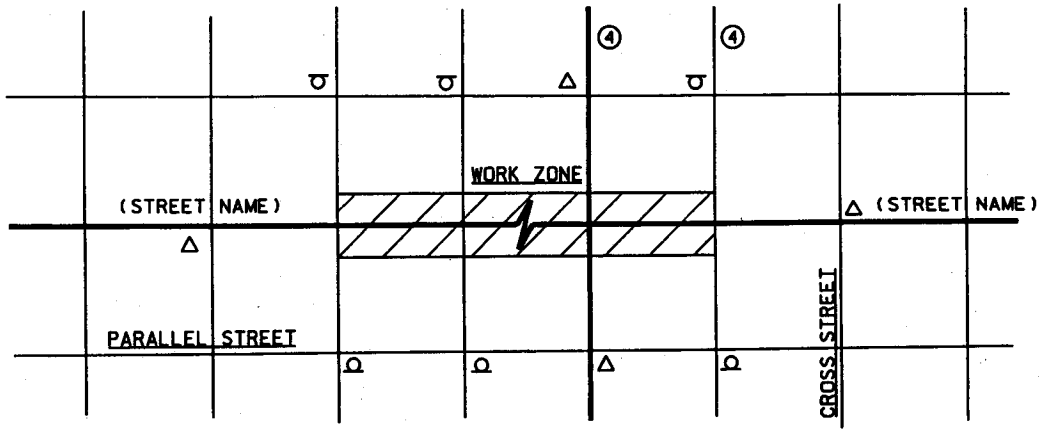
LETTERS FOR STATIC SIGN ARE SERIES "C"

STATIC SIGN MESSAGE
PLACED AT CROSS STREETS

LEGEND

△ VARIABLE MESSAGE SIGN (VMS)

ᑭ STATIC SIGN



Federal Purple Book

XVI. STANDARD DRAWINGS INDEX

(Change One, Dated 02/19/03)

UTAH DEPARTMENT OF TRANSPORTATION

Y	NUMBER	TITLE	CURRENT DATE
		Advanced Traffic Management System (AT)	
	AT 1	Legend Sheet	07/03/02
	AT 2	Ramp Meter Details	07/03/02
	AT 3	Ramp Meter Sign Panel	07/03/02
	AT 4	Typical Ramp Meter Signal Head Mounting	07/03/02
	AT 5	Loop Installation	07/03/02
	AT 6	Conduit Details	07/03/02
	AT 7	Polymer-Concrete Junction Box Details	12/19/02
	AT 8	ATMS Cabinet w/120V Disconnect	07/03/02
	AT 9	ATMS Cab With Stepdown Transformer	07/03/02
	AT 10	Domed CCTV Details	07/03/02
	AT 11	CCTV Pole Detail	07/03/02
	AT 12	CCTV Pole Foundation For Dedicated CCTV Pole	07/03/02
	AT 13	120V VMS Cab Foundation Details	07/03/02
	AT 14	Weigh In Motion Piezo Detail	07/03/02
		Barriers (BA)	
	BA 1A	Precast Concrete Full Barrier Standard Section	12/19/02
	BA 1B	Precast Concrete Full Barrier Standard Section	12/19/02
	BA 2	Precast Concrete Half Barrier Standard Section	07/03/02
	BA 3	Cast In Place Constant Slope Barrier	12/19/02
	BA 4	Beam Guardrail Hardware	07/03/02
	BA 4A	Guardrail Transition	07/03/02
	BA 4B	Beam Guardrail Installation	12/19/02
	BA 4C	Beam Guardrail Anchor Type I	12/19/02
	BA 5	Traffic Control Cable	07/03/02

Y	NUMBER	TITLE	CURRENT DATE
		Catch Basins and Cleanouts (CB)	
	CB 1	Standard Catch Basin	07/03/02
	CB 2	Curb Inlet Catch Basin	07/03/02
	CB 3	Standard Transition Concrete Lined Ditch To Pipe Or Diversion Box	07/03/02
	CB 4	Solid Cover For Standard Drawing DB 1 MS-18 Loading	07/03/02
	CB 5	Standard Screw Gate And Frame	07/03/02
	CB 6A	Standard Drop Inlet Details General Notes And Installation Detail	07/03/02
	CB 6B	Standard Catch Basin And Cleanout Box Drop Inlet Type "A" Details	07/03/02
	CB 6C	Standard Catch Basin And Cleanout Box Drop Inlet Type "B" Details	07/03/02
	CB 6D	Standard Catch Basin And Cleanout Box Drop Inlet Type "C" Details	07/03/02
	CB 6E	Standard Catch Basin And Cleanout Box Drop Inlet With Attached Apron Details	07/03/02
	CB 6F	Standard Catch Basin And Cleanout Box Drop Inlet With Attached Apron Details	07/03/02
	CB 6G	Standard Catch Basin And Cleanout Box Drop Inlet Type "D" Details	07/03/02
	CB 6H	Standard Catch Basin And Cleanout Box Drop Inlet Type "D" Tables	07/03/02
	CB 7	Standard Curb And Gutter Drop Inlet	07/03/02
	CB 8A	Double Catch Basin	07/03/02
	CB 8B	Double Catch Basin	07/03/02
	CB 9A	Standard Catch Basin and Cleanout Box Situation & Layout	07/03/02
	CB 9B	Standard Catch Basin and Cleanout Box Section Details	07/03/02
	CB 9C	Standard Catch Basin and Cleanout Box Schedule Of Installation 18" to 42" RCP 12" to 48" CMP	07/03/02
	CB 9D	Standard Catch Basin and Cleanout Box Schedule Of Installation 48" to 66" RCP 60" to 78" CMP	07/03/02
	CB 10A	Standard Catch Basin and Cleanout Box Situation & Layout	07/03/02
	CB 10B	Standard Catch Basin and Cleanout Box Section Details	07/03/02
	CB 10C	Standard Catch Basin and Cleanout Box Schedule Of Installation 42" to 60" RCP 48" to 72" CMP	07/03/02

Y	NUMBER	TITLE	CURRENT DATE
		Crash Cushions (CC)	
	CC 1	Crash Cushion Markings	07/03/02
	CC 2	Crash Cushion Drainage Details Guideline A	07/03/02
	CC 3	Crash Cushion Drainage Details Guideline B	07/03/02
	CC 4	Details For Placement Crash Cushions Type A, B, & D	07/03/02
	CC 5	Grading And Placement Detail Crash Cushion Type C	07/03/02
	CC 6	Crash Cushion Type E Sand Barrel Details	12/19/02
	CC 7	Grading & Installation Details Crash Cushion Type F, Type G	07/03/02
	CC 8	Grading & Installation Detail Crash Cushion Type H	07/03/02
		Diversion Boxes (DB)	
	DB 1A	Standard Diversion Box/Cover Plate/Grating For 18" DIA. or 24" DIA. Pipe	07/03/02
	DB 1B	Standard Diversion Box Hinged Lid Details For 18" DIA. or 24" DIA. Pipe	07/03/02
	DB 1C	Standard Diversion Box Bicycle - Safe Grating Details For 18" DIA. or 24" DIA. Pipe	07/03/02
	DB 1D	Standard Diversion Box Three Gate Box Sections For 18" DIA. or 24" DIA. Pipe	07/03/02
	DB 1E	Standard Diversion Box Three Gate Box Sections For 18" DIA. or 24" DIA. Pipe	07/03/02
	DB 1F	Standard Diversion Box Three Gate Box Sections For 18" DIA. or 24" DIA. Pipe	07/03/02
	DB 2A	Standard Diversion Box w/Interchangeable Walls, Bottom Slab, Walls and Apron Detail	07/03/02
	DB 2B	Standard Diversion Box w/Interchangeable Walls, Quantities Schedule	07/03/02
	DB 2C	Standard Diversion Box w/Interchangeable Walls, Hand Slide Gate Details	07/03/02
	DB 2D	Standard Diversion Box Type "G" Hand Slide Details	07/03/02
	DB 2E	Standard Diversion Box Hinged Lid (Solid Cover Plate) Type "A" Details Type I Plan	07/03/02
	DB 2F	Standard Diversion Box Hinged Lid (Solid Cover Plate) Type "A" Details Type II Plan	07/03/02
	DB 2G	Standard Diversion Box Hinged Lid Solid Cover Type "B" Details	07/03/02
	DB 2H	Standard Diversion Box Hinged Lid Solid Cover Type "B" & "C" Details	07/03/02

Y	NUMBER	TITLE	CURRENT DATE
	DB 3A	Standard Diversion Box With Manhole Cover Situation And Layout	07/03/02
	DB 3B	Standard Diversion Box With Manhole Cover Up To 42" RCP and Up To 54" CMP	07/03/02
	DB 3C	Standard Diversion Box With Manhole Cover 48" - 72" RCP and 60" to 84" CMP	07/03/02
		Drainage (DG)	
	DG 1	Fill Height for Metal Pipe (Steel)	07/03/02
	DG 2	Fill Height for Metal Pipe (Aluminum)	07/03/02
	DG 3	Maximum Fill Height and End Sections For HDPE and PVC Pipes	12/19/02
	DG 4	Pipe Culverts Minimum Cover	12/19/02
	DG 5	Plastic Pipe, Metal Pipe or Pipe Arch Culvert Bedding	07/03/02
	DG 6	Precast Concrete Pipe Culvert	07/03/02
	DG 7	Gasketted Joints or Coupling Bands for C.M.P.	07/03/02
	DG 8	Metal Culvert End Sections	07/03/02
	DG 9	Miscellaneous Pipe Details	07/03/02
		Environmental Controls (EN)	
	EN 1	Temporary Erosion Control (Check Dams)	07/03/02
	EN 2	Temporary Erosion Control (Silt Fence)	07/03/02
	EN 3	Temporary Erosion Control (Slope Drain and Temporary Berm)	07/03/02
	EN 4	Temporary Erosion Control (Drop Inlet Barriers)	12/19/02
	EN 5	Temporary Erosion Control (Sediment Basin)	07/03/02
		Fence and Gates (FG)	
	FG 1A	Right-of-Way Fence and Gates (Wood Posts)	07/03/02
	FG 1B	Right-of-Way Fence and Gates (Wood Posts)	07/03/02
	FG 2A	Right-of-Way Fence and Gates (Metal Posts)	07/03/02
	FG 2B	Right-of-Way Fence and Gates (Metal Posts)	07/03/02
	FG 3	Swing Gates Type I for Gates Less Than 17'	07/03/02
	FG 4	Deer Gates	07/03/02
	FG 5	Swing Gates Type II for Gates Wider Than 17'	07/03/02

Y	NUMBER	TITLE	CURRENT DATE
	FG 6	Chain Link Fence	07/03/02
		Grates, Frames, and Trash Racks (GF)	
	GF 1	Manhole Frame And Grated Cover	07/03/02
	GF 2	Manhole Frame And Solid Cover	07/03/02
	GF 3	Rectangle Grate & Frame	07/03/02
	GF 4	Directional Flow Grate & Frame	07/03/02
	GF 5	Solid Cover & Frame	07/03/02
	GF 6	Manhole Steps	07/03/02
	GF 7	Standard Screw Grate & Frame	07/03/02
	GF 8	2' x 2' Grate & Frame	07/03/02
	GF 9	28" x 24" Directional Flow and Frame	07/03/02
	GF 10	Standard Trash Racks 90E X-ing L	07/03/02
	GF 11	Standard Trash Racks	07/03/02
	GF 12	Standard Trash Racks	07/03/02
		General Road Work (GW)	
	GW 1	Raised Median and Plowable End Section	12/19/02
	GW 2	Concrete Curb and Gutter	07/03/02
	GW 3	Concrete Curb and Gutter Details	07/03/02
	GW 4	Concrete Driveways and Sidewalks	07/03/02
	GW 5	Pedestrian Access	07/03/02
	GW 6	Right-of-Way Marker	07/03/02
	GW 7	Newspaper and Mailbox Stop Layout	07/03/02
	GW 8	Newspaper and Mailbox Support Hardware	07/03/02
T	GW 9	Delineation Hardware	07/03/02
T	GW 10	Delineation Application	07/03/02
		Paving (PV)	
	PV 1	Joints for Highways with Concrete Traffic Lanes and Shoulders	07/03/02
	PV 2	Pavement/Approach Slab Details	12/19/02
	PV 3	Concrete Pavement Details for Urban and Interstate	07/03/02

Y	NUMBER	TITLE	CURRENT DATE
	PV 4	Concrete Pavement Details for Urban and Interstate	07/03/02
	PV 5	Urban Concrete Pavement Details	07/03/02
T	PV 6	Rumble Strips	07/03/02
T	PV 7	Rumble Strips - Typical Application	07/03/02
		Signals (SL)	
	SL 1	Traffic Signals Mast Arm Pole and Luminaire Extension	07/03/02
	SL 2	Traffic Signals Mast Arm Detail 25' Thru 65'	07/03/02
	SL 3	Underground Service Pedestal Details	07/03/02
	SL 4	Traffic Signals Mast Arm Pole Foundation	07/03/02
	SL 5	Breakaway Post Mounted Traffic Signal Pole	07/03/02
	SL 6	Power Source Details	07/03/02
	SL 7	Span Wire Signal Pole Detail	07/03/02
	SL 8	Signal Head Details	07/03/02
	SL 9	Pedestrian Signal Assembly	07/03/02
	SL 10	Controller Base Details	07/03/02
	SL 11	Traffic Signals Loop Detector Detail	07/03/02
	SL 12	Junction Box Details	07/03/02
	SL 13	Traffic Counting Loop Detector Detail	12/19/02
	SL 14	Light Pole Breakaway Base	07/03/02
	SL 15	Luminaire Breakaway Base Detail	07/03/02
	SL 16	Single Transformer Substation Details	07/03/02
	SL 17	Light Pole Anchor Base	07/03/02
	SL 18	Light Pole Foundation Extension	07/03/02
		Signs (SN)	
	SN 1	Bridge Load Limit Signs	07/03/02
	SN 2	Flashing School Sign	12/19/02
	SN 3	Overhead School Flasher	07/03/02
	SN 4	Flashing Stop Sign	12/19/02
	SN 5	Typical Installation for Milepost Signs	12/19/02

Y	NUMBER	TITLE	CURRENT DATE
	SN 6	Not Used	
	SN 7	Placement of Ground Mounted Signs	07/03/02
	SN 8	Ground Mounted Timber Sign Post (P1)	12/19/02
	SN 9	Ground Mounted Tubular Steel Sign Post (P2)	07/03/02
	SN 10	Ground Mounted Square Steel Sign Post (P3)	07/03/02
	SN 11	Slipbase Ground Mounted Tubular Steel Sign Post (P4)	07/03/02
	SN 12A	Ground Mounted Sign Installation Details	07/03/02
	SN 12B	Ground Mounted Sign Installation Details	07/03/02
	SN 12C	Ground Mounted Sign Installation Details	07/03/02
		Striping (ST)	
	ST 1	Object Markers "T" Intersection & Pavement Transition Guidance	12/19/02
	ST 2	Freeway Turn Around Markings	07/03/02
T	ST 3	Typical Pavement Markings	07/03/02
	ST 4	Crosswalks, Parking and Intersection Approaches	07/03/02
	ST 5	Painted Median & Auxiliary Lane Details	07/03/02
	ST 6	Passing/Climbing Lanes Traffic Control	07/03/02
	ST 7	Pavement Markings & Signs at Railroad Crossing	12/19/02
	ST 8	Plowable Pavement Markers	07/03/02
		Structures and Walls (SW)	
	SW 1A	Welded End Guard Unit	07/03/02
	SW 1B	Precast Concrete Cattle Guard	07/03/02
	SW 2	Noise Wall Placement Area	07/03/02
	SW 3A	Precast Concrete Noise Wall 1 of 2	12/19/02
	SW 3B	Precast Concrete Noise Wall 2 of 2	12/19/02
	SW 4A	Precast Concrete Retaining/Noise Wall 1 of 2	12/19/02
	SW 4B	Precast Concrete Retaining/Noise Wall 2 of 2	07/03/02
		Traffic Control (TC)	
T	TC 1A	Construction Zone Channelization Devices	07/03/02

Y	NUMBER	TITLE	CURRENT DATE
T	TC 1B	Construction Zone Signing	07/03/02
T	TC 2A	Traffic Control General	07/03/02
T	TC 2B	Traffic Control General	07/03/02
T	TC 3	Traffic Control Project Limit Signing	07/03/02
T	TC 4	Traffic Control Urban Intersections With Roadways Under 50 MPH	07/03/02
T	TC 5	Traffic Control Urban Intersections With Roadways Under 50 MPH	07/03/02
T	TC 6	Traffic Control Pedestrian Routing	07/03/02
T	TC 7	Traffic Control Road Closed, Detour	07/03/02
T	TC 8	Traffic Control Lane Closure	07/03/02
T	TC 9	Traffic Control Multilane Closure	07/03/02
T	TC 10	Traffic Control Expressway And Freeway Crossover/Turn-Around	07/03/02
T	TC 11	Traffic Control Exit Ramp Gore	07/03/02
T	TC 12	Traffic Control Entrance Ramp Gore	07/03/02
T	TC 13	Traffic Control Shoulder-Haul Road	07/03/02
T	TC 14	Traffic Control Flagging Operation	07/03/02
T	TC 15	Traffic Control 2 Lane/ 2 Way Seal Coat With Cover Material	07/03/02
T	TC 16	Traffic Control Pavement Marking	07/03/02

XVII. PDBS Project Summary Report

Summary Report

Project: IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

Detail	Alt Group	Alt #	Description
10 - ROADWAY	0	0	

Item Number	Description	Qty	Unit
00830001U	Equal Opportunity Training	1,000	Hour
012850010	Mobilization	1	Lump
013150010	Public Information Services	1	Lump
015540005	Traffic Control	1	Lump
01557000*	Maintenance of Traffic (MOT)	1	Lump
015720010	Dust Control and Watering	45,626	gal
018920010	Reconstruct Catch Basin	7	Each
018920050	Reconstruct Manhole	4	Each
027210070	Untreated Base Course 3/4 inch or 1 inch Max	1,749	Ton
027480040	Emulsified Asphalt CSS-1	297	Ton
027610020	Longitudinal Rumble Strip	135,168	ft
027680005	4 inch Pavement Marking Tape - White	117,293	ft
027680010	8 inch Pavement Marking Tape - White	12,005	ft
027680015	4 inch Pavement Marking Tape - Yellow	78,473	ft
027680025	Pavement Message (Tape)	12	Each
027860010	Open Graded Surface Course	23,057	Ton
027860020	Asphalt Cement PG 64-34	1,403	Ton
028420010	Delineator Type I	200	Each
029610020	Rotomilling - 1 Inch	4,977	sq yd

XVIII. PDBS Detailed Stationing Summaries Report

Detailed Report

IM-80-4(91)138

Version: 1

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
015720010	**Dust Control and Watering**	45,626	gal

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
I-80	138.2		140.0		3,470.544	WB Mainline 19.80 Gal/Ton for UTBC
I-80	138.2		140.0		3,420.65	EB Mainline 19.80 Gal/Ton for UTBC
I-80	140.0		142.0		3,808.13	EB Mainline 19.80 Gal/Ton for UTBC
I-80	140.0		142.0		3,823.18	WB Mainline 19.80 Gal/Ton for UTBC
I-80	142.0		144.3		4,109.29	EB Mainline 19.80 Gal/Ton for UTBC
I-80	142.0		144.6		4,180.97	WB Mainline 19.80 Gal/Ton for UTBC
					22,812.764	

Note #	Note
1	Quantity doubled

018920010	**Reconstruct Catch Basin**	7	Each

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					1.0	WB truck brake test area
I-80					4.0	EB Mainline next to barrier
I-80					2.0	WB Mainline next to barrier
					7.0	

018920050	**Reconstruct Manhole**	4	Each

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					4.0	Cross street under Jeremy Ranch Int.
					4.0	

Detailed Report

IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
027210070	**Untreated Base Course 3/4 inch or 1 inch Max**	1,749	Ton

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					74.73	Summit Park Int. WB on ramp
					50.1	Jeremy Ranch EB off ramp
					62.1	Summit Park Int. WB off ramp
					96.18	Summit Park Int. EB on ramp
					108.65	Summit Park Int. EB off ramp
					72.81	Jeremy Ranch WB on ramp
					51.74	Jeremy Ranch WB off ramp
					80.63	Jeremy Ranch EB on ramp
I-80	138.2		140.0		172.76	EB Mainline shoulder grading
I-80	138.2		140.0		175.28	WB Mainline shoulder grading
I-80	140.0		142.0		193.09	WB Mainline shoulder grading
I-80	140.0		142.0		192.33	EB Mainline shoulder grading
I-80	142.0		144.6		211.16	WB Mainline shoulder grading
I-80	142.0		144.6		207.54	EB Mainline shoulder grading
					1,749.1	

Note #	Note
1	2" thick by 3' in width on mainline 1" thick by 3' on ramps
2	Quantity doubled for inside and outside shoulder Assumed weith 163.4 lb/cu ft

Detailed Report

IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
027480040	**Emulsified Asphalt CSS-1**	297	Ton

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					1.1	EB truck brake test area
					3.05	cross street under
					2.08	WB truck brake test area
					2.79	EB on ramp view area
					1.28	EB off ramp view area
					5.96	EB off ramp at Summit Park Int
					5.28	EB on ramp at Summit Park Int
					3.41	WB off ramp at Summit Park Int
					4.1	WB on ramp at Summit Park Int
					2.8	cross street under
					2.75	EB off ramp at Jeremy Ranch Int
					4.42	EB on ramp at Jeremy Ranch Int
					2.84	WB off ramp at Jeremy Ranch Int
					3.99	WB on ramp at Jeremy Ranch Int
I-80	138.2		140.0		38.68	EB Mainline, length = 9625, width =56.0
I-80	138.2		140.0		39.24	WB Mainline, length = 9765, width = 56
I-80	140.0		142.0		41.68	WB Mainline, length = 10757, width = 54
I-80	140.0		142.0		41.52	EB Mainline, length = 10715, width = 54.00
I-80	142.0		144.6		45.59	WB Mainline, length = 11764, width = 54
I-80	142.0		144.6		44.8	EB Mainline, length = 11562, width = 54.00
					297.36	

027610020	**Longitudinal Rumble Strip**	135,168	ft

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					58,932.0	WB I-80
					58,020.0	EB I-80
					116,952.0	

Detailed Report

IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
027680005	**4 inch Pavement Marking Tape - White**	117,293	ft

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					1,237.0	WB truck brake test area
					805.0	EB truck brake test area
					800.0	EB on ramp view area
					740.0	EB off ramp view area
					1,814.0	View area (white)
					2,900.0	EB off rmap Summit Park Int. solid white
					1,262.0	EB on rmap Summit Park Int. solid white
					1,720.0	WB off rmap Summit Park Int. solid white
					1,933.0	WB on ramp Summit Park Int. solid white
					1,500.0	cross street under solid white
					1,485.0	EB off ramp Jeremy Ranch Int. solid white
					2,075.0	EB on ramp Jeremy Ranch Int. solid white
					1,495.0	WB off ramp Jeremy Ranch Int. solid white
					1,896.0	WB on ramp Jeremy Ranch Int. solid white
					1,517.0	cross street under solid white
I-80	138.2		140.0		14,258.0	EB Mainline, 9445 solid, 4813 skip
I-80	138.2		140.0		14,243.0	WB Mainline, 9110 solid, 5133 skip
I-80	140.0		142.0		15,591.0	WB Mainline, 10212 solid, 5379 skip
I-80	140.0		142.0		16,073.0	EB Mainline, 10715 solid, 5358 skip
I-80	142.0		144.6		17,146.0	WB Mainline, 11264 solid, 5882 skip
I-80	142.0		144.6		16,803.0	EB Mainline, 11022 solid, 5781 skip
					117,293.0	

Detailed Report

IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
027680010	**8 inch Pavement Marking Tape - White**	12,005	ft

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					645.0	WB truck brake test area
					1,010.0	EB truck brake test area
					460.0	EB off ramp view area
					646.0	EB on ramp view area
					390.0	EB off ramp Summit Park Int.
					1,078.0	EB on ramp Summit Park Int.
					810.0	WB off ramp Summit Park Int.
					1,006.0	WB on ramp Summit Park Int.
					180.0	cross street under
					400.0	EB off ramp Jeremy Ranch Int.
					1,045.0	EB on ramp Jeremy Ranch Int.
					490.0	WB off ramp Jeremy Ranch Int.
					980.0	WB on ramp Jeremy Ranch Int.
					208.0	cross street under
I-80	138.2		140.0		892.0	WB Mainline
I-80	138.2		140.0		180.0	EB Mainline
I-80	140.0		142.0		545.0	WB Mainline
I-80	142.0		144.6		500.0	WB Mainline
I-80	142.0		144.6		540.0	EB Mainline
					12,005.0	

Detailed Report

IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
027680015	**4 inch Pavement Marking Tape - Yellow**	78,473	ft

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					1,960.0	cross street under
					916.0	WB on ramp Jeremy Ranch Int.
					157.0	EB on ramp view area
					140.0	EB off ramp view area
					890.0	View area
					2,480.0	EB off ramp Summit Park Int.
					1,205.0	EB on ramp Summit Park Int.
					910.0	WB off ramp Summit Park Int.
					845.0	WB on ramp Summit Park Int.
					1,662.0	cross street under
					1,085.0	EB off ramp Jeremy Ranch Int.
					1,030.0	EB on ramp Jeremy Ranch Int.
					1,005.0	WB off ramp Jeremy Ranch Int.
I-80	138.2		140.0		9,625.0	EB Mainline
I-80	138.2		140.0		9,765.0	WB Mainline
I-80	140.0		142.0		10,757.0	WB Mainline
I-80	140.0		142.0		10,715.0	EB Mainline
I-80	142.0		144.6		11,764.0	WB Mainline
I-80	142.0		144.6		11,562.0	EB Mainline
					78,473.0	

027680025	**Pavement Message (Tape)**	12	Each

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					6.0	4 - left arrows, 2 - stop bars Jeremy Ranch Int.
					6.0	4 - left arrows, 2 - stop bars Summit Park Int.
					12.0	

Detailed Report

IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
027860010	**Open Graded Surface Course**	23,057	Ton

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					158.15	WB truck brake test area
					83.62	EB truck brake test area
					212.46	EB on ramp view area
					97.24	EB off ramp view area
					431.99	View area, sq ft = 79083
					453.4	EB off ramp Summit Park Interchange
					401.39	EB on ramp Summit Park Interchange
					259.19	WB off ramp Summit Park Interchange
					311.78	WB on ramp Summit Park Interchange
					212.71	Cross street under
					209.05	EB off ramp Jeremy Ranch Int.
					336.52	EB on ramp Jeremy Ranch Int.
					215.85	WB off ramp Jeremy Ranch Int.
					303.79	WB on ramp Jeremy Ranch Int.
					231.95	Cross street under
I-80	138.2		140.0		2,943.11	EB Mainline, length = 9625, width = 56
I-80	138.2		140.0		2,985.92	WB Mainline, length = 9765, width = 56
I-80	140.0		142.0		3,171.78	WB Mainline, length = 10757, width = 54
I-80	140.0		142.0		3,159.39	EB Mainline, length = 10715, width = 54
I-80	142.0		144.6		3,468.7	WB Mainline, length = 11764, width = 54
I-80	142.0		144.6		3,409.14	EB Mainline, length = 11562, width = 54
					23,057.13	

Note #	Note
1	Assumed weight 131.1 lb/cu ft

Detailed Report

IM-80-4(91)138 **Version: 1**

I-80; MP 138.2 TO 144.6

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

Item Number	Description	Use Qty	Unit
027860020	**Asphalt Cement PG 64-34**	1,403	Ton

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
					5.18	EB truck brake test area
					14.38	Cross street under
					9.81	WB truck brake test area
					13.17	EB on ramp view area
					6.03	EB off ramp view area
					28.11	EB off ramp at Summit Park Int
					24.89	EB on ramp at Summit Park Int
					16.07	WB off ramp at Summit Park Int
					19.33	WB on ramp at Summit Park Int
					13.19	Cross street under
					12.96	EB off ramp at Jeremy Ranch Int
					20.86	EB on ramp at Jeremy Ranch Int
					13.38	EB off ramp at Jeremy Ranch Int
					18.83	WB on ramp at Jeremy Ranch Int
I-80	138.2		140.0		182.47	EB Mainline
I-80	138.2		140.0		185.13	WB Mainline
I-80	140.0		142.0		196.65	WB Mainline
I-80	140.0		142.0		195.88	EB Mainline
I-80	142.0		144.6		215.06	WB Mainline
I-80	142.0		144.6		211.37	EB Mainline
					1,402.75	

Note #	Note
1	6.2% of the Open graded surface course

029610020	**Rotomilling - 1 Inch**	4,977	sq yd

Line/Sheet	From Station	From Offset	To Station	To Offset	Qty	Comment
I-80	138.2		144.6		4,977.0	Beginning, end, structures, and ends of cross street ude structures
					4,977.0	

Note #	Note
1	Deleiver to maintenance station 235

XIV. Special Provisions

11/20/2002

SPECIAL PROVISION
IM-80-4 (91)138

SECTION 00555M

PROSECUTION AND PROGRESS

PART 1 GENERAL

Add the following to paragraph 1.3 Notice to Proceed:

5. UDOT reserves the right to cancel this contract based on budgeting conditions and available funds at the time of construction.

Add the following to Paragraph 1.12 Limitation of Operations:

D. I-80 R.P. 138.2 to R.P. 144.6 (East of Lambs Canyon to Hi-Ute)
All lanes open to traffic during peak commute, 6:00am to 8:00am and 4:00pm to 6:00pm Monday thru Friday. Maintain 2 lanes open to traffic 8:00am to 4:00pm Monday thru Friday. Maintain 1 lane open to traffic 9:00pm thru 6:00am Monday thru Friday. Weekend work will be restricted tonight time operations 9:00pm to 8:00 am Saturday and Sunday mornings, with prior written approval from the Engineer. If the Contractor is not in compliance with these limitations then liquidated damages will be assessed for that day as per Section 00555 Table 1. No work will be allowed from July 3 thru July 6 and July 23 thru July 27 and May 23 thru May 26. No traffic will be allowed on the rotomilled surface. The rumble strips will be installed after the pavement is placed full width, so the shoulders can be used for a traffic lane. The Contractor will make arrangements to have a wrecker on standby, to remove any stranded vehicle in a timely manner.

The Contractor shall also inform the traveling public of upcoming work 1 week prior to the start of construction with Variable Message Signs as per the MOT concept. The message will be determined by the Project Engineer. During construction the signing shall be placed according to the Maintenance of traffic Concept attached to this package.

END OF SECTION

11/20/2002

SPECIAL PROVISION
IM-80-4(91)138

SECTION 00725 M

SCOPE OF WORK

PART 1 GENERAL

Add the following to paragraph 1.2 Intent of Contract:

B Scheduling of work shall be approved by the Engineer Ten (10) days prior to beginning work on any portion of this project. See Special Provision 00555M for working time restrictions.

C. The quantities shown in the bidding in the bidding schedule are for estimating purposes only and are to establish unit prices.

D Pavement marking tape will be placed before the road is open to traffic. It is the contractors responsibility to identify and record the locations of the existing striping and provide a copy to the Engineer. He will also be responsible to layout the new striping.

E At the beginning and end of the project, at each structure, and the no-access lines of the cross streets at each interchange, the existing pavement will be milled to provide a smooth transition of the pavement. The transition will be on a 600:1 taper. This project begins east of Lambs Canyon and goes to Hi-ute ranch. The surfacing will be on the ramps and the cross streets under the interchanges, no surfacing will be placed on any structure.

END OF SECTION

November 20, 2002

SPECIAL PROVISION
IM-80-4(91)138

SECTION 01284S

PROMPT PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

This Section applies to prime Contractors, all subcontractors, all service providers and all material suppliers, and any lower tier subcontractors, service providers, and suppliers.

1.2 PROMPT PAYMENT TO SUBCONTRACTORS, MATERIAL SUPPLIERS AND SERVICE PROVIDERS - PROGRESS PAYMENTS

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

B. Pay subcontractor, service provider, or material supplier for satisfactory performance of the subcontract, service or material supply agreement no later than 10 work days after receipt of payment.

C. Submit to the Engineer within 5 work days after paying subcontractor(s), service providers, or material supplier(s), a certified payment statement in the form of an affidavit certifying that the total dollar amount paid to each subcontractor, service provider or supplier that the payment has been made promptly, and that the dollar amount paid is the total amount due for work or services performed or materials purchased during the pay period. Contractor is required to submit the affidavit on Contractor's letterhead and include the signature of a responsible official legally representing the Contractor.

1.3 PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS - RETAINED MONEY AND ACCRUED INTEREST

A. Include in subcontract, service or purchase agreement language agreeing to pay retained money and accrued interest upon satisfactory completion of the work of subcontract, service or purchase agreement.

B. Pay retained money and accrued interest to subcontractor, service or material provider no later than 25 work days after satisfactory completion of the work of subcontract. service or purchase agreement.

C. Payment of retained money and accrued interest must be paid even if the Contractor has not received payment from the Department.

D. Submit to the Engineer within 5 work days after paying subcontractor, supplier, or service provider a certified payment statement in the form of an affidavit certifying that the total amount paid is the total amount of retained money and interest due to the subcontractor, service provider or supplier. Provide a signed affidavit by a responsible official legally representing the Contractor, on Contractor's letterhead.

E. A determination of satisfactory completion and payment of retained money and accrued interest does not relieve the Contractor, subcontractor, service provider nor supplier from any contractual obligation.

1.4 DELAY OF PAYMENT

A. Delay payment to subcontractor, service provider, or supplier, only for good cause, with prior written notice to subcontractor, service provider or supplier and with prior written approval of the Engineer.

B. Give subcontractor, service provider or supplier time to correct deficiencies before estimated cut-off date.

C. Not giving notice to subcontractor, service provider, or supplier nor receiving written approval from Engineer will be considered as implied consent to pay promptly.

D. Engineer withholds from progress payment, delayed payments.

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

F. Department holds in escrow disputed funds until the dispute is resolved.

1.5 PENALTIES FOR FAILURE TO MAKE PROMPT PAYMENT

A. Department will not reimburse for work performed by subcontractors, service providers nor materials delivered by suppliers unless and until the Contractor ensures that subcontractors, service providers and suppliers are promptly paid for work performed or materials delivered.
   1. Engineer deducts the dollar amount due but not paid to subcontractor, service provider or supplier from the next progress payment.
   2. Engineer may deduct an equal amount from the Contractor's payment.

B. Department considers the failure to pay promptly an indication of a lack of financial fitness.
   1. Forfeit the privilege of bidding on the Department's projects as a prime Contractor until subcontractors, service providers or suppliers are paid.
   2. Forfeit the privilege of having a subcontract, supply or purchase agreement approved to perform as a subcontractor, service provider or supplier on the Department's projects until subcontractors, service providers or suppliers are paid.

C. Department employs other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs, other Contractors, service providers and suppliers are fully and promptly paid.

1.6 OVERPAYMENT BY ENGINEER

A. If the Engineer overpays for work or services performed or materials delivered, the Department deducts the dollar amount of the overpayment from future payments to the Contractor.

B. The subcontractor, service provider or supplier is responsible to keep records and to know the quantity of work or services performed or materials delivered. If overpayment is made to a subcontractor, service provider or material supplier, the subcontractor, service provider or material supplier immediately notifies the Contractor and the Department of the overpayment.

C. If prompt payment results in overpayment, the subcontractor, service provider or supplier promptly repays the Contractor the amount of the overpayment. If prompt repayment is not made to the Contractor, the prompt payment penalties of this specification applies to subcontractor or supplier.

PART 2 PRODUCTS Not used.

PART 3 EXECUTION Not used.

END OF SECTION

SPECIAL PROVISION
IM-80-4(91)138

SECTION 01557S

MAINTENANCE OF TRAFFIC (MOT)

PART 1 GENERAL

1.1 DEFINITIONS

A. MOT Maintainer

B. Maintenance of Traffic (MOT) plans, Materials, and lobor necessary for implementation.

C. Variable messages signs and construction signs.

1.2 RELATED SECTIONS

A. Section 00555: Prosecution and Progress.

B. Section 01554: Traffic Control

C. Section 02842: Delineators.

D. Section 02891: Traffic Signs.

1.3 REFERENCES

A. Manual on Uniform Traffic Control Devices, Latest Edition (MUTCD).

B. UDOT Standard Drawings.

C. American Traffic Safety Services Association (ATSSA).

1.4 DEFINITIONS

A. Maintenance of Traffic (MOT) is defined as the work necessary to advise the public of changes to normal traffic flow, and to indicate planned detours and alternate routes to closed roads. It is intended to be used solely as advisory information to the public.

1.5 POST-BID REQUIREMENTS

A. Develop an MOT plan for approval using the conceptual MOT plan supplied by the DEPARTMENT as a template. Submit plans in 11 x 17 format, prepared using CAD software. All plans must be signed and sealed by a professional engineer licensed in the State of Utah.

B. The apparent low bidder will attend a mandatory meeting as detailed in Section 01554, paragraph 1.4, line A.2.

C. Attendees of the mandatory meeting will review the CONTRACTOR's submitted traffic control plans and MOT plans for compatibility. Modify plans where necessary, as set forth in Section 01554, paragraph 1.5: Traffic Control Plan Requirements.

D. Do not begin work on the project until written approval of the MOT plan is received from the ENGINEER. No item of work can begin until the approved MOT plan is implemented for that phase of work.

E. The DEPARTMENT will grant an additional contract time for preparing or modifying the MOT plan.

1.6 MOT MAINTAINER

A. The Traffic Control Maintainer, as specified in Section 01554, paragraph 1.6 is responsible for maintenance of MOT on the project, this person shall not be the foreman or superintendent. No separate payment will be made for maintenance of MOT.

B. Inspect MOT devices daily for compliance with the MOT plans. Submit daily inspection reports on a form acceptable to the ENGINEER. Record readings from devices using hour meters on the form

1.7 MAINTENANCE OF MOT DEVICES

A. Maintain MOT devices in accordance with Section 01554, paragraph 1.7: Maintenance of Work Zone Traffic Control.

1.8 WAGE RATES FOR TRAFFIC CONTROL PERSONNEL (FEDERAL JOBS ONLY)

A. Refer to Section 01554, paragraph 1.8, for wage rate information.

1.9 PAYMENT PROCEDURES

A. Partial Payments – Based on the percentage of the project completed, excluding the cost of MOT.
   1. Failure to comply with any of the requirements of this special provision will result in non-compliance.

B. Price Adjustments:
   1. The Department reduces payment if the MOT implemented is not in compliance with the approved MOT plan, as determined by the ENGINEER.
   2. The amount per day by which the CONTRACTOR's compensation will be reduced is calculated using the daily charge in the Schedule of Liquidated Damages in Table 1 of Section 00555 or the Contract lump sum bid price for MOT divided by the number of Contract days, whichever is greater.

C. Payment for change in scope: Negotiate a price adjustment for MOT if the ENGINEER orders a change in the scope of work which requires modification to the approved MOT plan.

PART 2 PRODUCTS

2.0 SIGNS

A. Refer to Section 02891, Traffic Signs

B. Type and configuration as directed by the MOT plans.

2.1 VARIABLE MESSAGE SIGNS (VMS)

A. Conform to guidelines set forth in Section 6F-2 of the MUTCD.

B. Messages can be changed on –site and by dial-up modem.

PART 3 EXECUTION

3.1 MODIFICATION OF MOT PLANS

A. ENGINEER may modify the MOT plans at any time. Implement changes to the MOT plan before the end of the work shift.

B. Each phase of construction must be covered by an approved MOT plan. If a Construction phase is proposed that is not covered by a DEPARTMENT approved MOT plan, submit a proposed MOT plan to the ENGINEER for approval.
   1. Submit proposed MOT plan to the ENGINEER 10 working days before the proposed MOT plan is to be implemented.
   2. Do not begin until the proposed MOT plan is approved for use, and has been fully implemented.

3.2 TRAFFIC CONTROL DEVICES

A. Installation and Maintenance:
   1. Install appropriate devices for each construction phase as identified in the Appropriate MOT plan.
   2. Maintain devices to provide proper, continuous functionality.
   3. Wash devices weekly unless conditions warrant more frequent cleaning.
   4. Replace any device missing any part of the message or background.

B. Channelizing Devices: Use as directed by the MOT plan.

C. Furnish a daily record of the number and location of all traffic control devices in use.

D. Remove devices from the site of work daily when they are not needed for the <u>immediate</u> control of traffic.

3.3 VARIABLE MESSAGE SIGN (VMS)

A. The DEPARTMENT will retain control of messages appearing on the VMS. The CONTRACTOR will not change the location or the message configuration of the VMS unless directed to by the ENGINEER in writing.

B. Place in view of oncoming traffic without obstructing traffic flow. Relocate VMS to match field conditions at no additional cost to the DEPARTMENT.

C. Provide dial-up modem number to the ENGINEER.

D. Use necessary traffic control devices with VMS to provide safe operation.

E. Remove devices from the site of work daily when they are not needed for the Immediate control of traffic.

F. Unless otherwise specified, display advance notification VMS messages for a minimum of 7 days prior to start of work. Leave VMS in place through the duration of the project unless directed by the ENGINEER.

END OF SECTION

SPECIAL PROVISION
IM-80-4(91)138
SECTION 01721 S

SURVEY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule, coordinate and provide all construction surveying, staking, surface area and volume quantity computations, and calculations essential to complete the project and properly control the entire work.

B. Directed surveying as requested by the ENGINEER.

1.2 RELATED SECTIONS

A. Section 02896: Boundary Survey

1.3 MEASUREMENT PROCEDURES

A. Directed Survey: If extra survey work is needed, directed Survey 2-Person Crew will be measured by the hour authorized. DEPARETMENET will make no additional payment for travel time to and from the project.

B. Directed Survey: If extra survey work is needed 3-Person Crew will be measured by the hour authorized. DEPARTMENT will make no additional payment for travel time to and from the project.

1.4 PAYMENT PROCEDURES

A. Survey will not be paid for as a separate item, but will be included in all items of work that require surveying. Failure to comply with any portion of this specifications may result in withholding up to 25% of contract payments until the deficiencies are corrected.

B. If needed and approved, directed survey work will be paid for in the accepted quantities at the following rates:

2 person survey crew	$130.00 per hour
3 person survey crew	$155.00 per hour

C. If needed, payment for computations and/or drafting will be paid for at a rate to be agreed upon prior to proceeding with directed survey work. The number of hours required for computations and drafting cannot exceed 33% of actual survey hours and will be established on a percent basis prior to directed survey work starting.

1.5 SUBMITTALS

A. The Department requires that a Professional Engineer or Professional Land Surveyor duly and properly registered in the State of Utah sign and seal all submittals.

B. Resubmittals may be required depending on completeness and correctness of the Work.

C. Prior to beginning work, submit a statement indicating that the contractor has field checked all DEPARTMRENT provided horizontal and vertical control and has determined the control to be accurate within the tolerances specified in Part 3.4. Attach field survey information used to verify control. If discrepancies are found, notify the ENGINEER verbally and in writing.

D. Prior to beginning work, provide a written description of the equipment (including calibration certification), manpower, methods and data storage format the contractor proposes to use to complete all survey activities.

E. Submit plots of the original cross sections in Microstation/Inroads files and superimpose the design cross sections as slope staked.

F. Record-keeping: Keep all field notes, diaries, books and electronic files according to standard surveying practice.

1. Loose leaf books will not be accepted.
2. Make available at any time any and all survey records including field notebooks and forms used for the work to the ENGINEER upon verbal or written request.
3. During construction, keep all documentation at a location approved by the ENGINEER.

G. After project completion, return to the ENGINEER all surveying and design data and “as staked/constructed” drawings in Microstation format clearly showing all final dimensions, lines, grades, tie-ins and deviations from contract plans.

1.6 QUALITY ASSURANCE

A. CONTRACTOR is responsible for survey and control of the work, and for correcting CONTRACTOR errors, whether the errors are discovered during the actual survey work or in subsequent phases of the project. CONTRACTOR bears any cost overruns resulting from CONTRACTOR errors.

B. Complete a preliminary verification of the plans and specifications prior to beginning construction.
   1. Immediately notify the ENGINEER of any discrepancies or deficiencies including discrepancies in grade, elevations, alignment, locations and/or dimensions.
   2. As the work progresses notify the ENGINEER of any discrepancies between the field survey and contract plans.

C. CONTRACTOR is not relieved by Submittal acceptance of the responsibility for maintaining the survey work and for correcting errors, whether the errors are discovered during the actual survey work or in subsequent phases of the project.

D. Qualifications: Furnish technically qualified survey crews and crew supervisor Experienced in highway and bridge surveying and layout.

E. Perform all work in accordance with the plans and specifications and standard Engineering and Surveying practices under the responsible charge of a Professional Engineer or Professional Land Surveyor duly and properly registered in Utah

F. The ENGINEER may spot check the work for accuracy and may reject unacceptable portions of work. Resurvey rejected work and correct work that is not within the specified tolerances at not additional expense to the DEPARTMENT.

PART 2 PRODUCTS

2.1 EQUIPMENT

A. Furnish tools, supplies and stakes suitable for use in highway survey work.

B. Furnish stakes and hubs of sufficient length to provide a solid set in the ground with sufficient surface area above ground for necessary legible markings.

D. Furnish survey instruments and supporting equipment capable of achieving the specified tolerances. Calibrate survey equipment for accuracy prior to beginning survey work and as required. Document that all equipment is functioning within manufacturers tolerances.

PART 3 EXECUTION

3.1 PREPARATION

A. Before survey work begins, discuss and coordinate the following with the ENGINEER:
   1. Required submittals.
   2. Survey and staking methods
   3. Stake markings
   4. Grade control
   5. Referencing
   6. Structure control
   7. Any other procedures and control necessary for the work
   8. Documentation procedures.

B. Establish construction survey points, elevations and grades as necessary to control layout and complete the work. Verify all control surveying and staking and staking meets specified tolerances prior to beginning work.

C. Calculate all grades, elevations, offsets and alignment data necessary for staking and/or setting items of work. Obtain approval from the ENGINEER for alternate methods of establishing grade control with wire lines, computer or laser controlled grading or other suitable methods.

D. Provide appropriate traffic control for all survey activities.

E. The DEPARTMENT will furnish:
   1. Plans showing locations of control points.
   2. Plans showing locations of Bench Marks.
   3. Cross sections developed during design, if any.
   4. Electronic project data, if any.
   5. Digital Terrain Model used for design, if any.

3.2 DIRECTED SURVEY

A. Conduct directed surveying if requested by the ENGINEER
   1. Includes work needed for changes and extra work. Provide all labor, materials and equipment including but not limited to global positioning satellite equipment.
   2. Obtain prior written authorization from the ENGINEER documenting the

affected work and requirements before performing work under these items.

3.3 COMPUTATIONS AND PLOTS

A. Use Microstation/Inroads files to generate electronic cross-sections, to calculate pay items that require volume measurements.
   1. Calculate preliminary quantities from this data, using the average end area method and submit plots and calculations to the ENGINEER for approval.
   2. When work is complete, superimpose final cross sections with original cross sections and calculate final quantities using the average end area method.
   3. ENGINEER may approve alternate methods for calculating quantities.

B. Develop cross-sections from field measurements.
   1. Take cross section measurements both before and after excavation and prior to backfill.
   2. When the centerline curve radius is less than or equal to 500', take cross sections at a maximum centerline spacing of 50'.
   3. When the centerline curve radius is greater than 500', take cross sections at a maximum spacing of 100'.
   4. Take additional cross sections at breaks in terrain and at changes in typical sections.
   5. For each cross section, measure and record points at breaks in terrain, but at least every 50' unless otherwise approved by the ENGINEER.
   6. Measure and record points to at least the anticipated slopes and reference locations.
   7. Reduce all cross section distances to horizontal distances from centerline.
   8. Take cross sections at right angles to tangents and normal to curves.
   9. Include in cross sections all grades, locations, and existing ground lines profiles.

C. CONTRACTOR may develop cross sections from digital terrain models provided that:
   1. The ground survey locations do not exceed 100' in any direction.
   2. Major breaks in terrain are also included.
   3. The horizontal and vertical control for the project is used.
   4. The DTM is verified accurate to required tolerances by spot checking throughout the length of the project.

3.4 STAKE MAINTENANCE AND MARKING

A. Maintain ALL staking necessary for the work until the construction has been completed and accepted by the ENGINEER.
   1. Legibly mark all survey stakes with station and offset referenced to their respective control line.
   2. Mark slope, reference and guard stakes with station.
   3. Renew illegible stakes at no additional cost to the DEPARTMENT.

B. Provide and maintain reference stakes that identify stationing at least every 100' Until all work has been completed and accepted by the ENGINEER.

3.5 CONTROL POINT AND SURVEY TOLERANCES

A. Relocate initial horizontal and vertical control points in conflict with construction to areas that will not be disturbed by construction operations. Furnish the coordinates, elevations and survey notes for the relocated points before the initial points are disturbed.

B. Protect bench marks from construction activities . Position all bench marks to allow a level rod to stand vertically and squarely on the mark. Reference bench marks to centerline and horizontal measurements.

C. Survey and establish control within the following tolerances:

Table 1

Survey Tolerances		
Description	Horizontal	Vertical
Control points	+/- 1/8"	+/- 1/8"
Centerline points	+/- 3/8"	+/- 1/4"
Cross sections and slope stakes	+/- 5/8"	+/- 5/8"
Slope stake references	+/- 5/8"	+/- 5/8"
Culverts and ditches	+/- 1 1/8"	+/- 3/8"
Minor drainage structures	+/- 1 1/8"	+/- 3/8"
Curb and gutter	+/- 1/4"	+/- 1/8"
Guardrail	+/- 5/8"	+/- 1/4"
Retaining walls	+/- 7/8"	+/- 1/8"
Bridge substructure and overall	+/- 1/8"	+/- 1/8"
Bridge superstructure and overall	+/-1/8"	+/- 1/8"
Clearing and grubbing limits	+/- 20"	----------
Right of Way Limits	+/- 1/4"	----------
Roadway subgrade and finish stakes	+/- 7/8"	Meet tolerance of succeeding layer.
Signals, electrical and striping	+/- 1"	+/- 1/4"

Coordinate the survey tolerances of any items not listed above with the ENGINEER.

D. Staking limits:

1. Stake clearing limits on both sides of centerline at each established station. Locate the clearing limit on the ground as shown by the cut and fill limits on the plans.
2. Stake right of way limits every 50’ on tangents, and every 25’ on curves and at all right of way breaks,

E. Furnish reference stakes for all slope stakes and stakes used for setting items for work.

1. Maintain the reference stakes for the duration of the project until the ENGINEER approves removal.
2. Establish and set slope stakes and references on both sides of centerline at cross section locations.
3. Establish slope stakes in the field as the actual point of intersection of the design slope with the natural ground line.
4. Set slope stake reference outside the clearing limits
5. Include on the slope stake reference stakes all information necessary to establish offset and elevation of every PI on the typical section.

F. After slope staking is completed, record on the cross section guard stakes the vertical distance from the reference point (RP) to the construction grade, at a minimum horizontal distance of 10' outside the clearing limits or a right of way.

G. Setting grade finishing stakes (redheads):
1. For grade elevations and horizontal alignment;
   a. On centerline
   b. On each shoulder at roadway cross section locations and between cneterline and shoulder with a maximum spacing of 15'.
   c. At top of subgrade and the top of each aggregate course.
2. Locations:
   a. Where turnouts are constructed, set stakes on centerline, on each normal shoulder, and on the shoulder of the turnout.
   b. In parking areas, set hubs at the center and along the edges of the parking area.
   c. Set stakes in all ditches to be paved.
3. The maximum spacing between stakes along the alignment is 50'.
4. Use brushes or guard stakes at each stake.
5. Reset grade finishing stakes as many times as necessary to construct the subgrade and each aggregate course.

3.6 CONCRETE PAVING

A. Place wire line on each side of screed for each placement.
B. Set string line control with vertical and horizontal control points placed at a maximum spacing of 50'.
C. Stake concrete joint and station stamp locations.

3.7 DRAINAGE STRUCTURES

A. Stake drainage structures to fit field conditions and in coordination with the ENGINEER. The location of the structures may differ from the plans.

   1. Determine the slope catch points at inlets and outlets.

2. Set reference points and record information necessary to determine structure length and end treatments.
3. Stake ditches or grade to make the structure functional.
4. Plot the profile along centerline of the structure to show the natural ground, the flow line, the roadway section, and the structure.
5. Mark guard stakes with the following, when applicable:
   a. Diameter, length and type of culvert (i.e. 18" x 36" corrugated metal pipe cmp).
   b. The vertical and horizontal distance from the hub to the invert at the end of the culvert or any intermediate point as needed or directed.
   c. Flow line grade of the pipe.
   d. Station
6. For storm sewers and waterlines provide a reference at a maximum spacing of 50'. Reference inverts of pipe at all manholes.

3.8 BRIDGES

A. Set a minimum of 3 horizontal and vertical control reference points to be used for all surveying, <u>all</u> bridge substructure and super structure components, including but not limited to; pile locations and cutoffs, line and grade for abutments and bents, beam seats, anchor bolts and screed grades.

B. Set intermediate slope stakes at bridge abutments to establish transitions. Place finish grade stakes on the centerline of abutment bearing and at the top of slope of all bridge berms. Place finish grade stakes on each side at top, mid-point or slope and toe of fill.

3.9 BOX CULVERTS

A. Set horizontal and vertical control and reference points. Establish and reference the centerline, back of parapet, skew and flow line elevations at inlet, outlet and breaks.

3.10 CURB AND GUTTER

A. Set curb and gutter staking 50' intervals on tangent and 25' intervals on curve sections. Set line and grade for curb and gutter to the nearest 1/8" of the proposed or established grade line.

3.11 GUARDRAIL

A. Stake guardrail vertical and horizontal control at a maximum spacing of 50' on tangent sections and 25' on curved sections unless otherwise approved.

3.12 EXISTING SURVEY MONUMENTS

A. Under the direction of a surveyor licensed in the State of Utah, locate and reference all private and public land survey monuments that may be destroyed by project construction activities prior to disturbing said monuments.

B. Complete referencing and reestablishing said monuments at no cost to the DEPARTMENT and before project completion.

C. In some counties the county surveyor references and reestablishes the monuments.

1. Notify the county surveyor at least 30 days prior to the destruction of any monument.
2. Coordinate the reestablishment of section corner and quarter corner monuments with the county surveyor.
3. Submit drawings and notes showing references to section corners and quarter corners to the ENGINEER.

D. If a monument is found during construction but is not shown on the contract plans and must be reset, the DEPARTMENT will pay for the additional work under the Directed Survey item.

3.13 CLEAN UP

A. Remove and dispose of all flagging, lath, stakes and other staking material after the project is complete.

END OF SECTION

February 15, 2003

August 12, 2002

SPECIAL PROVISION
IM-80-4(91)138

SECTION 02742 S

PROJECT SPECIFIC SURFACING REQUIREMENTS

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 ____64-34_____ Asphalt.

C. Chip Seal

1. Type of asphalt emulsion _____

PART 3 EXECUTION **Not used.**

END OF SECTION