

CONTRACT

12/18/2024 11:24 AM

Letting Date: December 17, 2024

Contract ID: 52-3806-393

Call Order: 103

County: JOHNSON

Project Engineer: CEDAR RAPIDS RESIDENT CONST OFFICE

Cost Center: 601000

Object Code: 890

DBE Commitment: \$1,848,633.00

Contract Work Type: PCC PAVEMENT - GRADE AND NEW

This agreement made and entered by and between the Contracting Authority,
IOWA DEPARTMENT OF TRANSPORTATION
and Contractor,

STREB CONSTRUCTION CO., INC. (ST780)

City: CORALVILLE

State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 27,447,068.53 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting Authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting Authority and Contractor have signed this instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

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Contract Project(s)		
Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
<div><div><div>Project Number: IM-NHS-380-6(393)3--03-52</div><div>Project Work Type: PCC PAVEMENT - GRADE AND NEW</div><div>Location: N of I-80 to N of Swan Lake Rd</div><div>Route: I-380</div><div>Federal Aid - Predetermined Wages are in Effect</div></div><div>County: JOHNSON</div></div>		
<div><div><div>Project Number: IM-380-6(394)3--13-52</div><div>Project Work Type: TRAFFIC SIGNS</div><div>Location: N of I-80 to N of Swan Lake Rd</div><div>Route: I-380</div><div>Federal Aid - Predetermined Wages are in Effect</div></div><div>County: JOHNSON</div></div>		
<div><div><div>Project Number: IM-380-6(399)4--13-52</div><div>Project Work Type: BRIDGE REPLACEMENT - PPCB</div><div>Location: Penn St / Co Rd F28 Interchange</div><div>Route: I-380</div><div>Federal Aid - Predetermined Wages are in Effect</div></div><div>County: JOHNSON</div></div>		
<div><div><div>Project Number: IM-380-6(404)4--13-52</div><div>Project Work Type: TRAFFIC SIGNALS</div><div>Location: Penn St / Co Rd F28 Interchange</div><div>Route: I-380</div><div>Federal Aid - Predetermined Wages are in Effect</div></div><div>County: JOHNSON</div></div>		
<div><div><div>Project Number: IM-380-6(403)4--13-52</div><div>Project Work Type: LIGHTING</div><div>Location: Penn St / Co Rd F28 Interchange</div><div>Route: I-380</div><div>Federal Aid - Predetermined Wages are in Effect</div></div><div>County: JOHNSON</div></div>		

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Contract Project(s)

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
<div><div><div>Project Number: IM-380-6(456)4--13-52</div><div>Project Work Type: HMA PAVEMENT - GRADE AND NEW</div><div>Location: Penn St / Co Rd F28 Interchange</div><div>Route: I-380</div><div>Federal Aid - Predetermined Wages are in Effect</div></div><div>County: JOHNSON</div></div>		
<div><div><div>Project Number: IM-380-6(469)4--13-52</div><div>Project Work Type: TRAFFIC SIGNS</div><div>Location: Penn St / Co Rd F28 Interchange</div><div>Route: I-380</div><div>Federal Aid - Predetermined Wages are in Effect</div></div><div>County: JOHNSON</div></div>		

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Contract Time

Contract ID: 52-3806-393 Call Order: 103 Letting Date: December 17, 2024

Site ID	Site Details			Liquidated Damages
00	Late Start Date	04/05/2027	15 WORK DAYS	\$3,000.00
	Overall site for cleanup. See details below.			
01		11/7/2025	COMPLETION DATE	\$4,500.00
	NB I-380 and other work. See description below.			
02		11/6/2026	COMPLETION DATE	\$3,000.00
	Stage 4A, 4B and Penn. See description below.			
03	Late Start Date	09/02/2025	40 WORK DAYS	\$3,000.00
	SB exit ramp closure.			
04	Late Start Date	09/02/2025	40 WORK DAYS	\$3,000.00
	NB entrance ramp closure.			
05	Late Start Date	08/31/2026	40 WORK DAYS	\$3,000.00
	NB exit ramp closure.			
06	Approximate Start Date	08/31/2026	40 WORK DAYS	\$3,000.00
	SB entrance ramp closure.			

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit



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Notes

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Notes :

***** Work Restriction *****

Stage 2C traffic configuration cannot be started before March 31, 2025.

***** Site 00 *****

Overall site for for misc. clean up, seeding erosion control, and final pavement markings.

***** Site 01 *****

Includes all northbound I-380 work, southbound exit ramp work (stage 2C), northbound entrance ramp work (stage 2D), and southbound sign work at the following stations: 1192+00, 1201+10, 1231+00 1292+50, 1293+00.

Completion means that traffic is in Stage 3B configuration with no further lane closures required. See plans for Bonus.

***** Site 02*****

Includes all northbound exit ramp work (stage 4A), all southbound entrance ramp work (stage 4B), and all remaining Penn Street bridge work. See plans for Bonus.

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Contract Addenda

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The following is a list of Contract Addenda:

- 17DEC103.A01
- 17DEC103.A02
- 17DEC103.A03
- 17DEC103.A04

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Contract Specifications List

Contract ID: 52-3806-393		Call Order: 103	Letting Date: December 17, 2024
Note	Description		
001.2023	*** STANDARD SPECIFICATIONS -- SERIES 2023 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2023, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.		
410.11	*** STORM WATER POLLUTION PREVENTION PLAN *** A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.		
500.01	*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.		
DS-23001	DEVELOPMENTAL SPECIFICATIONS FOR CONCRETE SURFACE PREPARATION AND TESTING PRIOR TO COATING APPLICATION		
DS-23015	DEVELOPMENTAL SPECIFICATIONS FOR STRUCTURAL CONCRETE COATING		
DS-23027	DEVELOPMENTAL SPECIFICATIONS FOR QUALITY MANAGEMENT CONCRETE (QM-C)		
DS-23032	DEVELOPMENTAL SPECIFICATIONS FOR ELECTRONIC TICKETING		
DS-23054	DEVELOPMENTAL SPECIFICATIONS FOR MULTI-COMPONENT LIQUID PAVEMENT MARKINGS		
DS-23058	DEVELOPMENTAL SPECIFICATIONS FOR INTELLIGENT TRANSPORTATION SYSTEMS		

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Contract ID: 52-3806-393		Call Order: 103	Letting Date: December 17, 2024
Note	Description		
DS-23061	DEVELOPMENTAL SPECIFICATIONS FOR PREFORMED THERMOPLASTIC PAVEMENT MARKINGS		
DS-23062	DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE FOR STRUCTURES		
DS-23065	DEVELOPMENTAL SPECIFICATIONS FOR DBE TRUCKING		
FHWA-1273.09	FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS -- REVISED OCTOBER 23, 2023 23 U.S.C. 133(i) requires application of Davis Bacon predetermined wages on certain projects on roads functionally classified as a local road or a rural minor collector. This supersedes the applicability described in FHWA-1273 Section IV.		
GS-23003	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION		
IA24-81.0	PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20240081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY) Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract. *** Additional Requirement *** The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.		



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Note	Description		
SP-230255	SPECIAL PROVISIONS FOR TRAFFIC SIGNALIZATION Johnson County IM-380-6(404)4--13-52		
SP-230289	SPECIAL PROVISIONS FOR CONSTRUCTION PROGRESS AND 3 WEEK LOOK-AHEAD SCHEDULES Johnson County IM-NHS-380-6(393)3--03-52		

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Contract Schedule

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SECTION: 0001 ROADWAY ITEMS - IM-NHS-380-6(393)3--03-52	SECTION TOTAL: \$12,987,991.25
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2102-0425071 SPECIAL BACKFILL	2,785.030 CY		24.00	66,840.72	
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	5,784.000 CY		3.50	20,244.00	
0030	2102-2710090 EXCAVATION, CLASS 10, WASTE	43,064.000 CY		6.30	271,303.20	
0040	2105-8425005 TOPSOIL, FURNISH AND SPREAD	2,833.000 CY		17.75	50,285.75	
0050	2107-0875100 COMPACTION WITH MOISTURE CONTROL	4,443.000 CY		0.65	2,887.95	
0060	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	111,013.040 SY		1.25	138,766.30	
0070	2115-0100000 MODIFIED SUBBASE	41,265.250 CY		27.35	1,128,604.59	
0080	2122-5190110 PAVED SHOULDER, P.C. CONCRETE, 11 IN.	40,893.600 SY		56.00	2,290,041.60	
0090	2122-5191005 REINFORCED PAVED SHOULDER FOR CONCRETE BARRIER	86.100 SY		275.08	23,684.39	
0100	2122-5500090 PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 9 IN.	357.800 SY		170.65	61,058.57	
0110	2123-7450000 SHOULDER CONSTRUCTION, EARTH	360.590 STA		330.00	118,994.70	



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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	2123-7450020 SHOULDER FINISHING, EARTH	1.100 STA		200.00		220.00
0130	2214-5145150 PAVEMENT SCARIFICATION	266.670 SY		20.20		5,386.73
0140	2301-1004110 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 11 IN.	69,971.400 SY		56.00		3,918,398.40
0150	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	81,867.000 EACH		1.00		81,867.00
0160	2303-1053502 HOT MIX ASPHALT VERY HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-2	31.000 TON		342.60		10,620.60
0170	2303-1258285 ASPHALT BINDER, PG 58-28V, VERY HIGH TRAFFIC	1.860 TON		718.05		1,335.57
0180	2304-0100000 DETOUR PAVEMENT	10,341.100 SY		55.00		568,760.50
0190	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	52,479.000 EACH		1.00		52,479.00

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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0200	2416-0101036 REMOVE AND REINSTALL CONCRETE PIPE APRONS LESS THAN OR EQUAL TO 36 IN.	2.000 EACH	1,600.00		3,200.00	
0210	2417-5895012 BEVELED PIPE AND GUARD, 12 INCH	2.000 EACH	1,550.00		3,100.00	
0220	2422-0360000 UNCLASSIFIED APRONS, 12 IN.	4.000 EACH	550.00		2,200.00	
0230	2422-0360015 APRONS, UNCLASSIFIED, 15 IN. DIA.	2.000 EACH	650.00		1,300.00	
0240	2422-0360024 APRONS, UNCLASSIFIED, 24 IN. DIA.	2.000 EACH	750.00		1,500.00	
0250	2422-1720000 UNCLASSIFIED PIPE CULVERT, 12 IN.	206.000 LF	55.00		11,330.00	
0260	2422-1720000 UNCLASSIFIED PIPE CULVERT, 15 IN.	320.000 LF	58.00		18,560.00	
0270	2422-1723024 CULVERT, UNCLASSIFIED ROADWAY PIPE, 24 IN. DIA.	46.000 LF	74.00		3,404.00	
0280	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	37,440.000 LF	6.65		248,976.00	
0290	2502-8221306 SUBDRAIN OUTLET, DR-306	168.000 EACH	425.00		71,400.00	
0300	2505-4008130 REMOVAL OF CABLE GUARDRAIL	2,450.000 LF	2.00		4,900.00	

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Contract Schedule

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SECTION: 0001	SECTION TOTAL: \$12,987,991.25
ROADWAY ITEMS - IM-NHS-380-6(393)3--03-52	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0310	2505-4008300 STEEL BEAM GUARDRAIL	425.000 LF		35.00		14,875.00
0320	2505-4008415 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-209	1.000 EACH		3,500.00		3,500.00
0330	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	1.000 EACH		500.00		500.00
0340	2505-4021020 STEEL BEAM GUARDRAIL END ANCHOR, W-BEAM	3.000 EACH		1,500.00		4,500.00
0350	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	4.000 EACH		3,500.00		14,000.00
0360	2505-6000111 HIGH TENSION CABLE GUARDRAIL	540.000 LF		55.00		29,700.00
0370	2505-6000121 HIGH TENSION CABLE GUARDRAIL, END ANCHOR	9.000 EACH		7,800.00		70,200.00
0380	2510-6745850 REMOVAL OF PAVEMENT	111,725.300 SY		8.90		994,355.17
0390	2512-1750006 CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	110.000 LF		80.00		8,800.00
0400	2513-0001020 CONCRETE BARRIER, BA-102	16.000 LF		365.90		5,854.40
0410	2513-0001050 CONCRETE BARRIER, BA-105	1.000 EACH		3,784.13		3,784.13

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Contract Schedule

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--------------------------	-----------------	---------------------------------

SECTION: 0001
ROADWAY ITEMS - IM-NHS-380-6(393)3--03-52

SECTION TOTAL: \$12,987,991.25

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0420	2513-0001070 CONCRETE BARRIER RAIL, BA-107	1.000 EACH		2,905.31		2,905.31
0430	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM				26,500.00
0440	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	2.000 EACH		200.00		400.00
0450	2527-9263181 PAVEMENT MARKINGS REMOVED	826.790 STA		35.00		28,937.65
0460	2527-9263190 SYMBOLS AND LEGENDS REMOVED	2.000 EACH		200.00		400.00
0470	2527-9263209 PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	2,040.540 STA		30.00		61,216.20
0480	2527-9263231 REMOVABLE TAPE MARKINGS, WET RETROREFLECTIVE	97.200 STA		250.00		24,300.00
0490	2528-2518000 SAFETY CLOSURE	13.000 EACH		250.00		3,250.00
0500	2528-5160000 NO EXCUSE ROAD OPENING BONUS, SITE 01	LUMP SUM				500,000.00
0510	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	59,612.500 LF		15.00		894,187.50
0520	2533-4980005 MOBILIZATION	LUMP SUM				1,000,000.00

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Contract Schedule

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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0530	2551-0000110 TEMP CRASH CUSHION	8.000 EACH	1,000.00		8,000.00	
0540	2551-0000130 TEMP CRASH CUSHION, SEVERE USE (SU)	7.000 EACH	8,500.00		59,500.00	
0550	2599-9999005 (‘EACH’ ITEM) Concrete BarrierShoulder Trans. Section.44 IN. to 54 IN. Half Sect. On Reinf. Shouler	2.000 EACH	4,009.36		8,018.72	
0560	2599-9999009 (‘LINEAR FEET’ ITEM) Concrete BarrierShoulder 54 IN.Half Sect. On Reinf. Shoulder	30.000 LF	390.92		11,727.60	
0570	2599-9999009 (‘LINEAR FEET’ ITEM) Culvert Corrugated Metal Roadway Pipe 12 IN. DIA.	146.000 LF	55.00		8,030.00	
0580	2599-9999009 (‘LINEAR FEET’ ITEM) Drain Corrugated Metal Pipe 12 IN.W/6 IN. Grate	140.000 LF	135.00		18,900.00	

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Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0002	SECTION TOTAL:	\$52,767.83
ROADSIDE ITEMS - IM-NHS-380-6(393)3--03-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0590	2507-3250005 ENGINEERING FABRIC	28.100 SY		10.00		281.00
0600	2507-6800061 REVTMENT, CLASS E	14.800 TON		75.00		1,110.00
0610	2601-2634100 MULCHING	15.000 ACRE		400.00		6,000.00
0620	2601-2636043 SEEDING AND FERTILIZING (RURAL)	12.100 ACRE		665.00		8,046.50
0630	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	12.100 ACRE		175.00		2,117.50
0640	2602-0000020 SILT FENCE	18,419.000 LF		1.38		25,418.22
0650	2602-0000050 SILT BASINS	26.000 EACH		155.00		4,030.00
0660	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	18,419.000 LF		0.01		184.19
0670	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1,842.000 LF		0.01		18.42
0680	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	600.000 LF		2.43		1,458.00
0690	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	600.000 LF		3.64		2,184.00



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--------------------------	-----------------	---------------------------------

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ROADSIDE ITEMS - IM-NHS-380-6(393)3--03-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0700	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	1,200.000 LF		0.10		120.00
0710	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH		600.00		600.00
0720	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH		1,200.00		1,200.00

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Contract Schedule

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--------------------------	-----------------	---------------------------------

SECTION: 0003	SECTION TOTAL:	\$480,483.75
TRAFFIC SIGNS - IM-380-6(394)3--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0730	2401-6745915 REMOVAL OF SIGN SUPPORT STRUCTURE AND FOOTING	1.000 EACH	8,250.00		8,250.00	
0740	2402-2720000 EXCAVATION, CLASS 20	379.250 CY	36.00		13,653.00	
0750	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	106.800 CY	385.00		41,118.00	
0760	2404-7775005 REINFORCING STEEL, EPOXY COATED	12,986.000 LB	2.10		27,270.60	
0770	2423-1060105 STEEL OVERHEAD SIGN TRUSS, 105 FT. SPAN	2.000 EACH	140,000.00		280,000.00	
0780	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	4.000 EACH	2,400.00		9,600.00	
0790	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	6.000 EACH	160.00		960.00	
0800	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	7.000 EACH	1,100.00		7,700.00	
0810	2524-9089110 DELINEATOR, RIGID - TYPE IA	26.000 EACH	102.50		2,665.00	
0820	2524-9210007 REFERENCE LOCATION SIGNS	28.000 EACH	150.00		4,200.00	

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0830	2524-9276010	56.000			
	PERFORATED SQUARE STEEL TUBE POSTS	LF	13.00		728.00
0840	2524-9276027	4.000			
	PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	EACH	400.00		1,600.00
0850	2524-9325001	49.500			
	TYPE A SIGNS, SHEET ALUMINUM	SF	24.00		1,188.00
0860	2524-9380001	1,583.300			
	TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	SF	27.50		43,540.75
0870	2526-8285000				
	CONSTRUCTION SURVEY	LUMP SUM			3,800.00
0880	2533-4980005				
	MOBILIZATION	LUMP SUM			12,200.00
0890	2555-0000010				
	DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			2,500.00
0900	2599-9999005	8.000			
	('EACH' ITEM) ANCHOR BOLT ASSEMBLY - INSTALL AND SURVEY	EACH	510.00		4,080.00
0910	2599-9999005	1.000			
	('EACH' ITEM) MASSH-400 SIGN POST	EACH	2,250.00		2,250.00
0920	2599-9999008	3,176.000			
	('POUNDS' ITEM) ANCHOR BOLT ASSEMBLY FURNISH	LB	4.15		13,180.40

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0004 SECTION TOTAL: \$4,269,528.25
DESIGN NO. 0127; A 262'-0 X 78'-0 PRETENSIONED CONCRETE BEAM BRIDGE IM-380-6(399)4--13-52

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0930	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM			175,000.00	
0940	2402-2720000 EXCAVATION, CLASS 20	1,033.000 CY		134.50	138,938.50	
0950	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	697.400 CY		876.75	611,445.45	
0960	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	956.800 CY		875.00	837,200.00	
0970	2403-7303000 STRUCTURAL CONCRETE COATING	963.800 SY		68.00	65,538.40	
0980	2404-7775000 REINFORCING STEEL	21,589.000 LB		1.10	23,747.90	
0990	2404-7775005 REINFORCING STEEL, EPOXY COATED	274,360.000 LB		1.25	342,950.00	
1000	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	18,770.000 LB		3.40	63,818.00	
1010	2407-0564130 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTD130	22.000 EACH	32,175.00		707,850.00	
1020	2408-7800000 STRUCTURAL STEEL	17,581.000 LB		4.00	70,324.00	
1030	2414-6425410 CONCRETE BARRIER, REINFORCED, SEPARATION	530.000 LF	240.00		127,200.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0004	SECTION TOTAL: \$4,269,528.25
DESIGN NO. 0127; A 262'-0 X 78'-0 PRETENSIONED CONCRETE BEAM BRIDGE IM-380-6(399)4--13-52	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1040	2414-6444100 STEEL PIPE PEDESTRIAN HAND RAILING	598.000 LF		105.00		62,790.00
1050	2414-6445100 STRUCTURAL STEEL PEDESTRIAN HAND RAILING	583.400 LF		305.00		177,937.00
1060	2501-0201057 PILES, STEEL, HP 10 X 57	6,310.000 LF		48.00		302,880.00
1070	2501-6335010 PREBORED HOLES	660.000 LF		60.00		39,600.00
1080	2507-2638620 MACADAM STONE SLOPE PROTECTION	1,166.000 SY		71.50		83,369.00
1090	2507-2638660 BRIDGE WING ARMORING - MACADAM STONE	27.000 SY		220.00		5,940.00
1100	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM				9,500.00
1110	2533-4980005 MOBILIZATION Incl 10% Mobe, 10% Staging, 3% Aesthetics	LUMP SUM				413,500.00
1120	2536-6745045 REMOVAL OF ASBESTOS	LUMP SUM				10,000.00



Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0005	SECTION TOTAL:	\$293,943.05
ROADWAY ITEMS - IM-380-6(399)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1130	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	1,069.400 SY		255.00		272,697.00
1140	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE, BRIDGE DECK	3,191.700 SY		6.50		20,746.05
1150	2528-2518000 SAFETY CLOSURE	2.000 EACH		250.00		500.00

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0006	SECTION TOTAL: \$435,866.50
LIGHTING ITEMS - IM-380-6(403)4--13-52	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1160	2401-6745359 REMOVAL OF CONCRETE FOUNDATIONS OF LIGHT POLES	12.000 EACH		500.00		6,000.00
1170	2401-6745765 REMOVAL OF LIGHT POLES	11.000 EACH		900.00		9,900.00
1180	2518-0000010 ITS CONSTRUCTION SURVEY	LUMP SUM				3,700.00
1190	2518-0000035 ITS STEEL POLE, REMOVE AND REINSTALL	1.000 EACH		1,250.00		1,250.00
1200	2518-0000060 ITS DEVICE CABINET, REMOVE AND REINSTALL	1.000 EACH		1,000.00		1,000.00
1210	2518-0000090 ITS HANDHOLE, 36x24x36	15.000 EACH		1,275.00		19,125.00
1220	2518-0000100 ITS HANDHOLE, 48x30x36	2.000 EACH		1,650.00		3,300.00
1230	2518-0000130 ITS TEST STATION	1.000 EACH		300.00		300.00
1240	2518-0000150 ITS GROUND ROD	17.000 EACH		75.00		1,275.00
1250	2518-0001200 ITS CONDUIT, HDPE, 2 INCH BORED	520.000 LF		25.00		13,000.00
1260	2518-0006006 XHHW COPPER WIRE, NO. 6 AWG	19,050.000 LF		1.75		33,337.50
1270	2518-0006015 ITS TRACER WIRE	19,050.000 LF		1.00		19,050.00

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0006	SECTION TOTAL: \$435,866.50
LIGHTING ITEMS - IM-380-6(403)4--13-52	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1280	2518-0007012 FIBER OPTIC CABLE, 12 SM DIELECTRIC	7,815.000 LF		2.00	15,630.00	
1290	2518-0008350 MODULE CONNECTOR HOUSING SPLICE CASSETTES	6.000 EACH	400.00		2,400.00	
1300	2518-0008370 FIBER OPTIC SPLICE CLOSURE	1.000 EACH	1,250.00		1,250.00	
1310	2518-0008375 EXISTING FIBER OPTIC SPLICE CLOSURE WORK	1.000 EACH	300.00		300.00	
1320	2518-0008380 FIBER OPTIC SPLICE TRAY, 12	6.000 EACH	200.00		1,200.00	
1330	2518-0008395 FIBER OPTIC SPLICE	36.000 EACH	70.00		2,520.00	
1340	2518-0008400 FIBER OPTIC CABLE ACCEPTANCE TESTING	LUMP SUM			725.00	
1350	2523-0000100 LIGHTING POLES	18.000 EACH	5,700.00		102,600.00	
1360	2523-0000200 ELECTRICAL CIRCUITS	11,886.000 LF		14.00	166,404.00	
1370	2523-0000310 HANDHOLES AND JUNCTION BOXES	5.000 EACH	1,200.00		6,000.00	
1380	2523-0000400 CONTROL CABINET	1.000 EACH	15,000.00		15,000.00	



Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0006	SECTION TOTAL:	\$435,866.50
LIGHTING ITEMS - IM-380-6(403)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1390	2533-4980005 MOBILIZATION	LUMP SUM			5,100.00	
1400	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			1,500.00	
1410	2599-9999005 (‘EACH’ ITEM) REMOVAL OF LIGHTING CONTROL CABINET	1.000 EACH		500.00	500.00	
1420	2599-9999010 (‘LUMP SUM’ ITEM) DEMOLITION OF ELECTRIC CIRCUITS	LUMP SUM			3,500.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0007	SECTION TOTAL:	\$820,400.00
TRAFFIC SIGNALS - IM-380-6(404)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1430	2525-0000100 TRAFFIC SIGNALIZATION	LUMP SUM			700,000.00	
1440	2525-0000120 REMOVAL OF TRAFFIC SIGNALIZATION	LUMP SUM			8,500.00	
1450	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			2,300.00	
1460	2528-8400256 TEMPORARY TRAFFIC SIGNALS W Penn Street & I-380 (NB) Ramps	1.000 EACH	60,000.00		60,000.00	
1470	2528-8400256 TEMPORARY TRAFFIC SIGNALS W Penn Street & I-380 (SB) Ramps	1.000 EACH	40,000.00		40,000.00	
1480	2533-4980005 MOBILIZATION	LUMP SUM			8,100.00	
1490	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			1,500.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1500	2102-0425071 SPECIAL BACKFILL	492.000 CY		24.00	11,808.00	
1510	2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	72,262.000 CY		5.15	372,149.30	
1520	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	42,785.000 CY		3.75	160,443.75	
1530	2102-2710090 EXCAVATION, CLASS 10, WASTE	26,944.000 CY		4.35	117,206.40	
1540	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	75.000 CY		50.00	3,750.00	
1550	2105-8425005 TOPSOIL, FURNISH AND SPREAD	5,438.000 CY		17.75	96,524.50	
1560	2105-8425011 TOPSOIL, SPREAD	2,167.000 CY		4.15	8,993.05	
1570	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	16,797.000 CY		5.70	95,742.90	
1580	2107-0875100 COMPACTION WITH MOISTURE CONTROL	82,990.000 CY		0.65	53,943.50	
1590	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	37,716.480 SY		1.25	47,145.60	
1600	2115-0100000 MODIFIED SUBBASE	14,272.040 CY		27.35	390,340.29	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1610	2122-5500125 PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 12.5 IN.	56.700 SY	104.60		5,930.82	
1620	2123-7450000 SHOULDER CONSTRUCTION, EARTH	100.910 STA	330.00		33,300.30	
1630	2123-7450020 SHOULDER FINISHING, EARTH	72.730 STA	200.00		14,546.00	
1640	2301-1033100 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	1,075.000 SY	109.00		117,175.00	
1650	2301-1033125 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 12.5 IN.	274.000 SY	112.00		30,688.00	
1660	2301-4874106 MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	330.400 SY	130.00		42,952.00	
1670	2301-4874500 MEDIAN, P.C. CONCRETE, AS PER PLAN	539.100 SY	86.00		46,362.60	
1680	2303-1041500 HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 1/2 IN. MIX	14,480.760 TON	66.85		968,038.81	
1690	2303-1042500 HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	3,127.050 TON	90.25		282,216.26	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1700	2303-1043502 HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-2	3,231.287 TON		93.85	303,256.28	
1710	2303-1258284 ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	1,250.343 TON		687.70	859,860.88	
1720	2303-7000610 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)	20,839.000 EACH		1.00	20,839.00	
1730	2303-7000620 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)	20,839.000 EACH		1.00	20,839.00	
1740	2304-0100000 DETOUR PAVEMENT	2,776.000 SY		65.00	180,440.00	
1750	2317-7000120 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA PAVEMENT SMOOTHNESS (BY SCHEDULE)	6,671.000 EACH		1.00	6,671.00	
1760	2402-0425040 FLOODED BACKFILL	385.000 CY		40.00	15,400.00	
1770	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	1,155.000 CY		5.00	5,775.00	
1780	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	12.000 EACH		1,250.00	15,000.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1790	2416-0100018 APRONS, CONCRETE, 18 IN. DIA.	3.000 EACH	1,300.00		3,900.00	
1800	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	8.000 EACH	1,500.00		12,000.00	
1810	2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	3.000 EACH	1,600.00		4,800.00	
1820	2416-1000000 RIGID PIPE CULVERT, CONCRETE ROADWAY PIPE 15 IN. DIA.	292.000 LF	56.00		16,352.00	
1830	2416-1180018 CULVERT, CONCRETE ROADWAY PIPE, 18 IN. DIA.	292.000 LF	60.00		17,520.00	
1840	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	64.000 LF	90.00		5,760.00	
1850	2416-1180030 CULVERT, CONCRETE ROADWAY PIPE, 30 IN. DIA.	130.000 LF	105.00		13,650.00	
1860	2416-1240024 CULVERT, 3000D CONCRETE ROADWAY PIPE, 24 IN. DIA.	212.000 LF	85.00		18,020.00	
1870	2416-1263024 CULVERT, CONCRETE PIPE, 3000D, TRENCHLESS, 24 IN. DIA.	300.000 LF	495.00		148,500.00	
1880	2422-0360024 APRONS, UNCLASSIFIED, 24 IN. DIA.	1.000 EACH	750.00		750.00	
1890	2422-0360030 APRONS, UNCLASSIFIED, 30 IN. DIA.	1.000 EACH	950.00		950.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
--------------------------	-----------------	---------------------------------

SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1900	2422-1723024 CULVERT, UNCLASSIFIED ROADWAY PIPE, 24 IN. DIA.	96.000 LF	74.00		7,104.00	
1910	2422-1723030 CULVERT, UNCLASSIFIED ROADWAY PIPE, 30 IN. DIA.	54.000 LF	92.00		4,968.00	
1920	2435-0140200 MANHOLE, STORM SEWER, SW-402	1.000 EACH	6,250.00		6,250.00	
1930	2435-0250700 INTAKE, SW-507	1.000 EACH	7,600.00		7,600.00	
1940	2435-0250900 INTAKE, SW-509	24.000 EACH	7,800.00		187,200.00	
1950	2435-0251100 INTAKE, SW-511	2.000 EACH	6,500.00		13,000.00	
1960	2435-0251230 INTAKE, SW-512, 30 IN.	1.000 EACH	3,000.00		3,000.00	
1970	2435-0251300 INTAKE, SW-513	1.000 EACH	4,800.00		4,800.00	
1980	2435-0254610 INTAKE, SW-546 MODIFIED	2.000 EACH	11,000.00		22,000.00	
1990	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	19,915.000 LF	7.55		150,358.25	
2000	2502-8221303 SUBDRAIN OUTLET, DR-303	72.000 EACH	285.00		20,520.00	
2010	2502-8221306 SUBDRAIN OUTLET, DR-306	58.000 EACH	425.00		24,650.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2020	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	3,088.000 LF		61.00	188,368.00	
2030	2503-0114218 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	148.000 LF		90.00	13,320.00	
2040	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	212.000 LF		105.00	22,260.00	
2050	2503-0114230 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	54.000 LF		145.00	7,830.00	
2060	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	258.000 LF		30.00	7,740.00	
2070	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	395.000 LF		8.00	3,160.00	
2080	2505-4008300 STEEL BEAM GUARDRAIL	25.000 LF		30.00	750.00	
2090	2505-4008415 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-209	2.000 EACH		3,200.00	6,400.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
--------------------------	-----------------	---------------------------------

SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2100	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	2.000 EACH	400.00		800.00	
2110	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	2.000 EACH	3,200.00		6,400.00	
2120	2506-4984000 FLOWABLE MORTAR	70.900 CY	300.00		21,270.00	
2130	2510-6745850 REMOVAL OF PAVEMENT	33,891.600 SY	8.90		301,635.24	
2140	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	4.000 EACH	500.00		2,000.00	
2150	2512-1725256 CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	6,151.300 LF	44.00		270,657.20	
2160	2512-1725306 CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.	273.500 LF	68.00		18,598.00	
2170	2512-1750006 CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	303.200 LF	73.00		22,133.60	
2180	2520-3350015 FIELD OFFICE	1.000 EACH	50,000.00		50,000.00	
2190	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			15,000.00	
2200	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	21.000 EACH	200.00		4,200.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
--------------------------	-----------------	---------------------------------

SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2210	2527-9263155 PRE-CUT SYMBOLS AND LEGENDS, PREFORMED THERMOPLASTIC MARKING MATERIAL	41.000 EACH		600.00		24,600.00
2220	2527-9263181 PAVEMENT MARKINGS REMOVED	465.210 STA		35.00		16,282.35
2230	2527-9263190 SYMBOLS AND LEGENDS REMOVED	21.000 EACH		200.00		4,200.00
2240	2527-9263209 PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	1,318.160 STA		30.00		39,544.80
2250	2527-9263216 PAINTED PAVEMENT MARKINGS, MULTI-COMPONENT LIQUID	357.700 STA		150.00		53,655.00
2260	2527-9263231 REMOVABLE TAPE MARKINGS, WET RETROREFLECTIVE	14.370 STA		375.00		5,388.75
2270	2527-9270112 GROOVES CUT FOR PAVEMENT MARKINGS	297.120 STA		75.00		22,284.00
2280	2527-9270120 GROOVES CUT FOR SYMBOLS AND LEGENDS	41.000 EACH		225.00		9,225.00
2290	2528-2518000 SAFETY CLOSURE	20.000 EACH		250.00		5,000.00
2300	2528-5160000 NO EXCUSE ROAD OPENING BONUS, SITE 02	LUMP SUM				100,000.00

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0008 ROADWAY ITEMS - IM-380-6(456)4--13-52	SECTION TOTAL: \$7,659,922.17
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2310	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	9,237.500 LF		15.00	138,562.50	
2320	2528-8400055 TEMPORARY TO PERMANENT BARRIER CONNECTION	2.000 EACH	4,500.00		9,000.00	
2330	2528-8445110 TRAFFIC CONTROL	LUMP SUM			185,000.00	
2340	2528-8445113 FLAGGERS	40.000 EACH	575.00		23,000.00	
2350	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	240.000 CDAY	125.00		30,000.00	
2360	2533-4980005 MOBILIZATION	LUMP SUM			402,000.00	
2370	2551-0000110 TEMP CRASH CUSHION	4.000 EACH	1,000.00		4,000.00	
2380	2551-0000130 TEMP CRASH CUSHION, SEVERE USE (SU)	4.000 EACH	8,500.00		34,000.00	
2390	2599-9999018 (‘SQUARE YARDS’ ITEM) PAVED SHOULDERHOT MIX ASPHALT MIXTURE14 IN.	6,721.640 SY	84.90		570,667.24	

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Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0009	SECTION TOTAL:	\$157,367.38
ROADSIDE ITEMS - IM-380-6(456)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2400	2507-3250005 ENGINEERING FABRIC	531.800 SY		3.00		1,595.40
2410	2507-6800061 REVETMENT, CLASS E	293.200 TON		55.00		16,126.00
2420	2601-2634100 MULCHING	24.100 ACRE		400.00		9,640.00
2430	2601-2638352 SLOPE PROTECTION, WOOD EXCELSIOR MAT	428.000 SQ		10.00		4,280.00
2440	2601-2639010 SODDING	96.000 SQ		50.00		4,800.00
2450	2601-2640350 SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	50.000 SQ		15.00		750.00
2460	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	25.000 ACRE		175.00		4,375.00
2470	2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	153.200 MGAL		75.00		11,490.00
2480	2601-2643300 MOBILIZATION FOR WATERING	8.000 EACH		450.00		3,600.00
2490	2602-0000020 SILT FENCE	17,934.000 LF		1.38		24,748.92
2500	2602-0000030 SILT FENCE FOR DITCH CHECKS	11,493.000 LF		1.52		17,469.36

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0009	SECTION TOTAL: \$157,367.38
ROADSIDE ITEMS - IM-380-6(456)4--13-52	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2510	2602-0000050 SILT BASINS	18.000 EACH		155.00		2,790.00
2520	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	29,427.000 LF		0.01		294.27
2530	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	2,943.000 LF		0.01		29.43
2540	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE, EC-303	400.000 LF		56.00		22,400.00
2550	2602-0000160 ROCK CHECK DAM	250.000 LF		55.00		13,750.00
2560	2602-0000170 MAINTENANCE OF ROCK CHECK DAM	10.000 EACH		250.00		2,500.00
2570	2602-0000180 REMOVAL OF ROCK CHECK DAM	10.000 EACH		275.00		2,750.00
2580	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,100.000 LF		2.43		2,673.00
2590	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	1,100.000 LF		3.64		4,004.00
2600	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	2,200.000 LF		0.10		220.00

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Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0009	SECTION TOTAL:	\$157,367.38
ROADSIDE ITEMS - IM-380-6(456)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2610	2602-0000400 TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	3.000 EACH		400.00		1,200.00
2620	2602-0000410 MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	3.000 EACH		10.00		30.00
2630	2602-0000420 REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	3.000 EACH		10.00		30.00
2640	2602-0000500 OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	248.000 LF		12.00		2,976.00
2650	2602-0000510 MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	27.000 EACH		12.00		324.00
2660	2602-0000520 REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	27.000 EACH		12.00		324.00
2670	2602-0000530 GRATE INTAKE SEDIMENT FILTER BAG, EC-604	2.000 EACH		175.00		350.00
2680	2602-0000540 MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	2.000 EACH		12.00		24.00
2690	2602-0000550 REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	2.000 EACH		12.00		24.00
2700	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH		600.00		600.00

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Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0009	SECTION TOTAL:	\$157,367.38
ROADSIDE ITEMS - IM-380-6(456)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2710	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,200.00		1,200.00	

SECTION: 0010	SECTION TOTAL:	\$27,255.00
DESIGN NO. 0127; REPAIRS TO A 262'-0 X 78'-0 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE IM-380-6(456)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2720	2513-2350010 CONCRETE BARRIER (PEDESTRIAN/TRAFFIC)	106.000 LF	167.50		17,755.00	
2730	2513-2350015 CONCRETE BARRIER END SECTION (PEDESTRIAN/TRAFFIC)	2.000 EACH	4,750.00		9,500.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0011	SECTION TOTAL: \$261,543.35
TRAFFIC SIGNAL ITEMS - IM-380-6(469)4--13-52	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2740	2401-6745357 REMOVAL OF CONCRETE FOUNDATIONS, AS PER PLAN	36.000 EACH		500.00	18,000.00	
2750	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	10.000 EACH		475.00	4,750.00	
2760	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	40.000 EACH		100.00	4,000.00	
2770	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	21.000 EACH		475.00	9,975.00	
2780	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	36.000 EACH		1,650.00	59,400.00	
2790	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	4.000 EACH		2,250.00	9,000.00	
2800	2524-9089100 DELINEATOR, RIGID - TYPE I	50.000 EACH		96.00	4,800.00	
2810	2524-9089200 DELINEATOR, RIGID - TYPE II	17.000 EACH		102.00	1,734.00	
2820	2524-9100010 OBJECT MARKER, TYPE 1	7.000 EACH		275.00	1,925.00	
2830	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	294.000 LF		13.50	3,969.00	

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 52-3806-393	Call Order: 103	Letting Date: December 17, 2024
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SECTION: 0011	SECTION TOTAL:	\$261,543.35
TRAFFIC SIGNAL ITEMS - IM-380-6(469)4--13-52		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2840	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	21.000 EACH	400.00		8,400.00	
2850	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	542.100 LF	92.00		49,873.20	
2860	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	81.200 LF	111.00		9,013.20	
2870	2524-9290009 SIGN MOUNTING BRACKETS, SPECIAL	8.000 EACH	225.00		1,800.00	
2880	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	495.000 SF	23.25		11,508.75	
2890	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	1,668.800 SF	29.00		48,395.20	
2900	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			4,000.00	
2910	2533-4980005 MOBILIZATION	LUMP SUM			9,500.00	
2920	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			1,500.00	
Total Bid:					\$27,447,068.53	

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

determination.

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its procurement costs;

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

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

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

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

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

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its repurchase costs;

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

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

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

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the

seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

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

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

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

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

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

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

180.320, and 180.325.

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

180.330, and 180.335.

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR

APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

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

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

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

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

PREDETERMINED WAGE RATE**IA24 - 81.0**

General Decision Number: IA20240081 01/05/2024

Superseded General Decision Number: IA20230081

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide (except Scott County).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0Publication Date
01/05/2024

SUIA2023-001 02/01/2023

BRICKLAYER (BRICKLAYER/STONE MASON)	Rates	Fringes
ZONE 1	\$ 34.00	17.62
ZONE 2	\$ 34.00	17.62
ZONE 3	\$ 34.00	17.62
ZONE 4	\$ 32.75	16.09
ZONE 5	\$ 29.65	16.09

PREDETERMINED WAGE RATE**IA24 - 81.0****CARPENTER AND PILEDRIVERMEN:**

ZONE 1	31.27	15.83
ZONE 2	29.80	15.98
ZONE 3	29.68	15.98
ZONE 4	29.20	13.30
ZONE 5 **	28.15	11.70

CONCRETE FINISHER:

ZONE 1	29.55	13.10
ZONE 2	29.55	13.10
ZONE 3	29.55	13.10
ZONE 4	27.70	9.20
ZONE 5	26.65	9.20

**ELECTRICIAN (STREET AND HIGHWAY LIGHTING
AND TRAFFIC SIGNALS)**

ZONE 1, 2, AND 3	36.40	14.80
ZONE 4	35.10	13.80
ZONE 5	33.45	13.05

IRONWORKER: (SETTING OF STRUCTURAL STEEL)

ZONE 1	32.25	14.85
ZONE 2	30.16	15.30
ZONE 3	30.16	15.45
ZONE 4	28.00	14.50
ZONE 5 **	26.15	13.70

LABORER:

ZONE 1, 2, AND 3		
GROUP AA	27.20	12.01
GROUP A	24.82	12.01
GROUP B	22.97	12.01
GROUP C	19.89	12.01
ZONE 4		
GROUP AA	25.12	11.32
GROUP A	23.12	11.32
GROUP B	21.55	11.32
GROUP C	18.92	11.32
ZONE 5		
GROUP AA	25.52	9.87
GROUP A	23.52	9.87
GROUP B	20.78	9.87
GROUP C	19.93	9.87

POWER EQUIPMENT OPERATOR:

ZONE 1		
GROUP A	35.50	16.50
GROUP B	33.95	16.50
GROUP C	31.45	16.50
GROUP D	31.45	16.50

PREDETERMINED WAGE RATE**IA24 - 81.0****ZONE 2**

GROUP A	35.30	16.50
GROUP B	33.70	16.50
GROUP C	31.15	16.50
GROUP D	31.15	16.50

ZONE 3

GROUP A	32.50	28.20
GROUP B	30.70	28.20
GROUP C	29.70	28.20
GROUP D	29.70	28.20

ZONE 4

GROUP A	32.85	16.95
GROUP B	31.71	16.95
GROUP C	29.63	16.95
GROUP D	29.63	16.95

ZONE 5

GROUP A	30.87	13.25
GROUP B	29.83	13.25
GROUP C	28.10	13.25
GROUP D	27.10	13.25

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	26.26	12.59
ZONE 2	26.26	12.59
ZONE 3	26.26	12.59
ZONE 4	26.26	9.04
ZONE 5	24.50	9.04

ZONE DEFINITIONS

ZONE 1	The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
ZONE 2	The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
ZONE 3	The Cities of Burlington (including West Burlington, Clinton, Fort Madison, Keokuk, Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).
ZONE 4	Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
ZONE 5	All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA – {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; Asbestos abatement worker}.

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleleman; joint sealer kettleman; laser operator; mason tender (brick/stone); powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker} *new labor classification (CCTV: closed circuit television).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cy); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because the National Office has 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

Doc Express® Document Signing History

Contract: 52-3806-393 Document: BO 103 52-3806-393 241217 CONTRACT

Date	Signed By
12/23/2024	Steve Streb Streb Construction Co., Inc. Digital Signature (Signed by Contractor)
12/24/2024	Dot Contracts Iowa DOT Electronic Signature (Checked by Contracts & Specifications Bureau)
12/24/2024	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts & Specifications Bureau)
12/24/2024	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Contracts & Specifications Bureau)