

CONTRACT

8/21/2024 3:06 PM

Letting Date: August 20, 2024

Contract ID: 77-0804-080

Call Order: 104

County: POLK

Project Engineer: GRIMES RESIDENT CONST OFFICE

Cost Center: 601000

Object Code: 890

DBE Commitment: \$607,059.00

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,

MANATT'S, INC. (MA225)

City: BROOKLYN

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 \$ 20,201,999.61 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.

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Project(s)

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

Project Number: IM-NHS-080-4(80)138--03-77

County: POLK

Project Work Type: PCC PAVEMENT - GRADE AND NEW

Location: NE-35/235 Interchange to W US 65 Interchange (WB)

Route: I-80

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-NHS-080-4(81)139--03-77

County: POLK

Project Work Type: BRIDGE REPLACEMENT - PPCB

Location: NE 29th St 0.7 mi E of NE I-35/235 Interchange (WB)

Route: I-80

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-NHS-080-4(82)139--03-77

County: POLK

Project Work Type: BRIDGE REPLACEMENT - PPCB

Location: Fourmile Creek 1.4 mi E of NE I-35/235 Interchange (WB)

Route: I-80

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-080-4(098)138--13-77

County: POLK

Project Work Type: LIGHTING

Location: NE I-35/80/235 Interchange to W US 65 Interchange

Route: I-80

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-080-4(107)138--13-77

County: POLK

Project Work Type: TRAFFIC SIGNS

Location: NE-35/235 Interchange to W US 65 Interchange (WB)

Route: I-80

Federal Aid - Predetermined Wages are in Effect

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Contract Time

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Site ID	Site Details	Liquidated Damages
00	Approximate Start Date 09/16/2024 220 WORK DAYS See Site ID 00 description in the Notes.	\$2,500.00
01	11/28/2025 COMPLETION DATE See Site ID 01 description in the Notes.	\$2,500.00

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

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Notes

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Notes :

*** Site ID 00 ***

This site covers the entire project and allows time for completion of Stages 1 and 2 in the fall of 2024. The Approximate Start Date is due to work on projects currently under construction that will require coordination as indicated in the Staging Notes.

*** Site ID 01 ***

This site is for completion of stages 1 thru 5 and to restore WB I-80 traffic onto the new WB lanes.

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Contract Addenda

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The following is a list of Contract Addenda:

20AUG104.A01

20AUG104.A02

20AUG104.A03

20AUG104.A04

20AUG104.A05

20AUG104.A06

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Contract Specifications List

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Note	Description
001.2023	<p>*** STANDARD SPECIFICATIONS -- SERIES 2023 ***</p> <p>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.</p>
500.07.2024	<p>*** WINTER WORK ***</p> <p>Winter work will be allowed during the winter of 2024/2025. No working days will be charged between November 15, 2024 and April 1, 2025.</p>
500.2025	<p>*** NO WINTER FREE TIME ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2025-2026. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.</p>
720.121	<p>*** POINT 25 Utility Data ***</p> <p>This Estimating Proposal has an attachment of the "POINT 25 Utility Data". This attachment is a part of the proposal form.</p>
DS-23004	DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION PROGRESS SCHEDULE
DS-23025	DEVELOPMENTAL SPECIFICATIONS FOR MASS CONCRETE – CONTROL OF HEAT OF HYDRATION
DS-23027	DEVELOPMENTAL SPECIFICATIONS FOR QUALITY MANAGEMENT CONCRETE (QM-C)
DS-23034	DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE FOR STRUCTURES

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Note	Description
DS-23058	DEVELOPMENTAL SPECIFICATIONS FOR INTELLIGENT TRANSPORTATION SYSTEMS
FHWA-1273.09	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS -- REVISED OCTOBER 23, 2023</p> <p>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.</p>
GS-23002	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION
IA24-81.0	<p>PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20240081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)</p> <p>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.</p> <p>*** Additional Requirement ***</p> <p>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.</p>
SP-230204	<p>SPECIAL PROVISIONS FOR CONCRETE DRILLED SHAFT</p> <p>Polk County IM-NHS-080-4(82)139--03-77</p>

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Note	Description
SP-230205	SPECIAL PROVISIONS FOR MODULAR BLOCK RETAINING WALL Polk County IM-NHS-080-4(80)138--03-77
SP-230211	SPECIAL PROVISIONS FOR ROADWAY LIGHTING Polk County IM-080-4(098)138--13-77

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Contract Schedule

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SECTION: 0001

SECTION TOTAL: \$13,237,080.43

ROADWAY ITEMS - IM-NHS-080-4(80)138--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	16.000 ACRE	3,468.75		55,500.00	
0020	2102-0425071 SPECIAL BACKFILL	23,276.700 CY	31.00		721,577.70	
0030	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	154,439.000 CY	4.10		633,199.90	
0040	2102-2710090 EXCAVATION, CLASS 10, WASTE	1,276.000 CY	5.70		7,273.20	
0050	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	50.000 CY	25.00		1,250.00	
0060	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	27,233.000 CY	5.10		138,888.30	
0070	2107-0875100 COMPACTION WITH MOISTURE CONTROL	118,780.000 CY	0.55		65,329.00	
0080	2107-3825025 GRANULAR MATERIAL FOR BLANKET AND SUBDRAIN	1,759.000 CY	36.40		64,027.60	
0090	2111-8174100 GRANULAR SUBBASE	62,456.200 SY	10.25		640,176.05	
0100	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	46,816.700 SY	1.25		58,520.88	
0110	2123-7450000 SHOULDER CONSTRUCTION, EARTH	177.300 STA	320.00		56,736.00	

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0120	2214-5145150 PAVEMENT SCARIFICATION	13,743.400 SY		8.50		116,818.90
0130	2301-1004115 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 11.5 IN.	55,570.300 SY		61.00		3,389,788.30
0140	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	37,895.300 EACH		1.00		37,895.30
0150	2303-1053502 HOT MIX ASPHALT VERY HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, FRICTION L-2	1,515.200 TON		151.00		228,795.20
0160	2303-1258285 ASPHALT BINDER, PG 58-28V, VERY HIGH TRAFFIC	90.900 TON		720.00		65,448.00
0170	2304-0100000 DETOUR PAVEMENT	8,577.600 SY		111.00		952,113.60
0180	2315-8275025 SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	17.000 TON		55.00		935.00
0190	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	24,291.900 EACH		1.00		24,291.90
0200	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM				120,000.00

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			Dollars	Cents	Dollars	Cents
0210	2401-6745650 REMOVAL OF EXISTING STRUCTURES	LUMP SUM			4,000.00	
0220	2401-6745830 REMOVAL OF P.C. CONCRETE MEDIAN BARRIER	734.000 LF		38.55	28,295.70	
0230	2402-0425040 FLOODED BACKFILL	1,011.500 CY		63.30	64,027.95	
0240	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	1,055.000 CY		5.00	5,275.00	
0250	2416-0100018 APRONS, CONCRETE, 18 IN. DIA.	8.000 EACH		1,102.00	8,816.00	
0260	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	13.000 EACH		1,245.00	16,185.00	
0270	2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	2.000 EACH		1,388.00	2,776.00	
0280	2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	1.000 EACH		1,722.25	1,722.25	
0290	2416-0100048 APRONS, CONCRETE, 48 IN. DIA.	2.000 EACH		2,773.00	5,546.00	
0300	2416-0100060 APRONS, CONCRETE, 60 IN. DIA.	1.000 EACH		3,877.50	3,877.50	
0310	2416-1180030 CULVERT, CONCRETE ROADWAY PIPE, 30 IN. DIA.	52.000 LF		110.16	5,728.32	

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0320	2416-1180060 CULVERT, CONCRETE ROADWAY PIPE, 60 IN. DIA.	56.000 LF	270.99		15,175.44	
0330	2416-1240048 CULVERT, 3000D CONCRETE ROADWAY PIPE, 48 IN. DIA.	228.000 LF	174.65		39,820.20	
0340	2417-0225018 APRONS, METAL, 18 IN. DIA.	2.000 EACH	384.00		768.00	
0350	2417-0225024 APRONS, METAL, 24 IN. DIA.	9.000 EACH	483.00		4,347.00	
0360	2417-0225036 APRONS, METAL, 36 IN. DIA.	1.000 EACH	1,107.00		1,107.00	
0370	2417-1060018 CULVERT, CORRUGATED METAL ROADWAY PIPE, 18 IN. DIA.	1,006.000 LF	42.34		42,594.04	
0380	2417-1060024 CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	360.000 LF	99.68		35,884.80	
0390	2417-1060036 CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	54.000 LF	116.60		6,296.40	
0400	2417-2307036 DRAIN, CORRUGATED METAL SLOTTED PIPE, 36 IN., W/6 IN. GRATE	946.000 LF	110.75		104,769.50	
0410	2417-5895018 BEVELED PIPE AND GUARD, 18 INCH	2.000 EACH	1,866.00		3,732.00	
0420	2430-0000100 MODULAR BLOCK RETAINING WALL	434.300 SF	69.00		29,966.70	

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			Dollars	Cents	Dollars	Cents
0430	2432-0000100 MECHANICALLY STABILIZED EARTH RETAINING WALL	2,941.600 SF		33.00		97,072.80
0440	2432-0000501 GRANULAR BACKFILL, MSE WALL	3,747.000 TON		43.00		161,121.00
0450	2435-0140160 MANHOLE, STORM SEWER, SW-401, 60 IN.	1.000 EACH		5,920.00		5,920.00
0460	2435-0140184 MANHOLE, STORM SEWER, SW-401, 84 IN.	3.000 EACH		6,809.92		20,429.76
0470	2435-0251100 INTAKE, SW-511	1.000 EACH		2,462.50		2,462.50
0480	2435-0251300 INTAKE, SW-513	2.000 EACH		5,049.88		10,099.76
0490	2435-0600120 INTAKE ADJUSTMENT, MAJOR	1.000 EACH		3,230.00		3,230.00
0500	2501-8400172 TEMPORARY SHORING	LUMP SUM				372,284.72
0510	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	12,291.000 LF		8.90		109,389.90
0520	2502-8221303 SUBDRAIN OUTLET, DR-303	2.000 EACH		335.00		670.00
0530	2502-8221306 SUBDRAIN OUTLET, DR-306	83.000 EACH		345.00		28,635.00

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			Dollars	Cents	Dollars	Cents
0540	2503-0114218 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	585.000 LF	137.01		80,150.85	
0550	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	1,678.000 LF	134.83		226,244.74	
0560	2503-0114230 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	30.000 LF	206.23		6,186.90	
0570	2503-0114236 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	904.000 LF	183.98		166,317.92	
0580	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	2,413.000 LF	20.70		49,949.10	
0590	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	2,294.000 LF	10.00		22,940.00	
0600	2505-4008300 STEEL BEAM GUARDRAIL	1,025.000 LF	25.00		25,625.00	
0610	2505-4008410 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	4.000 EACH	3,200.00		12,800.00	

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0620	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	4.000 EACH	300.00		1,200.00	
0630	2505-4021020 STEEL BEAM GUARDRAIL END ANCHOR, W-BEAM	3.000 EACH	1,500.00		4,500.00	
0640	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	3.000 EACH	3,025.00		9,075.00	
0650	2505-6000111 HIGH TENSION CABLE GUARDRAIL	260.000 LF	44.55		11,583.00	
0660	2505-6000121 HIGH TENSION CABLE GUARDRAIL, END ANCHOR	2.000 EACH	3,500.00		7,000.00	
0670	2505-6000131 HIGH TENSION CABLE GUARDRAIL, SPARE PARTS KIT	2.000 EACH	3,000.00		6,000.00	
0680	2506-4984000 FLOWABLE MORTAR	6.200 CY	250.00		1,550.00	
0690	2507-3250005 ENGINEERING FABRIC	1,295.900 SY	2.65		3,434.14	
0700	2507-6800061 REVTMENT, CLASS E	853.600 TON	62.75		53,563.40	
0710	2510-6745850 REMOVAL OF PAVEMENT	19,520.900 SY	13.50		263,532.15	
0720	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	10.000 EACH	1,405.00		14,050.00	

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			Dollars	Cents	Dollars	Cents
0730	2511-0300000 REMOVAL OF RECREATIONAL TRAIL	297.700 SY		5.00		1,488.50
0740	2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	231.500 SY		117.22		27,136.43
0750	2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	1.900 STA		390.00		741.00
0760	2519-1002072 FENCE, CHAIN LINK, 72 IN. HEIGHT	7,249.100 LF		21.95		159,117.75
0770	2519-4200020 REMOVAL AND REINSTALLATION OF FENCE, CHAIN LINK	229.600 LF		25.00		5,740.00
0780	2519-4200140 REMOVAL OF FENCE, FIELD	7,677.800 LF		2.00		15,355.60
0790	2520-3350015 FIELD OFFICE	1.000 EACH		5,000.00		5,000.00
0800	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM				28,000.00
0810	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	3.000 EACH		125.00		375.00
0820	2527-9263181 PAVEMENT MARKINGS REMOVED	680.350 STA		30.00		20,410.50
0830	2527-9263209 PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	1,374.870 STA		30.00		41,246.10

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0840	2528-2518000 SAFETY CLOSURE	10.000 EACH		400.00		4,000.00
0850	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	38,300.000 LF		40.00		1,532,000.00
0860	2528-8445110 TRAFFIC CONTROL	LUMP SUM				205,000.00
0870	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	275.000 CDAY		125.00		34,375.00
0880	2533-4980005 MOBILIZATION	LUMP SUM				1,270,000.00
0890	2551-0000110 TEMP CRASH CUSHION	9.000 EACH		3,000.00		27,000.00
0900	2551-0000130 TEMP CRASH CUSHION, SEVERE USE (SU)	3.000 EACH		20,000.00		60,000.00
0910	2599-9999005 (‘EACH’ ITEM) INTAKE, SW-512 MODIFIED	18.000 EACH		1,344.50		24,201.00
0920	2601-2634100 MULCHING	27.140 ACRE		475.00		12,891.50
0930	2601-2636043 SEEDING AND FERTILIZING (RURAL)	24.710 ACRE		715.00		17,667.65
0940	2601-2636060 SALT TOLERANT SEEDING	2.430 ACRE		2,025.00		4,920.75

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0950	2601-2638352 SLOPE PROTECTION, WOOD EXCELSIOR MAT	78.300 SQ	12.00		939.60	
0960	2601-2640350 SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	297.000 SQ	15.00		4,455.00	
0970	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	27.140 ACRE	250.00		6,785.00	
0980	2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	75.060 MGAL	75.00		5,629.50	
0990	2601-2643300 MOBILIZATION FOR WATERING	4.000 EACH	450.00		1,800.00	
1000	2602-0000020 SILT FENCE	16,098.000 LF	1.45		23,342.10	
1010	2602-0000030 SILT FENCE FOR DITCH CHECKS	6,648.000 LF	1.55		10,304.40	
1020	2602-0000050 SILT BASINS	106.000 EACH	120.00		12,720.00	
1030	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	11,373.000 LF	0.01		113.73	
1040	2602-0000080 REMOVAL OF SILT BASINS	53.000 EACH	120.00		6,360.00	
1050	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	2,275.000 LF	0.50		1,137.50	

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0001

SECTION TOTAL: \$13,237,080.43

ROADWAY ITEMS - IM-NHS-080-4(80)138--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1060	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE, EC-303	900.000 LF	65.60		59,040.00	
1070	2602-0000160 ROCK CHECK DAM	23.000 LF	86.85		1,997.55	
1080	2602-0000170 MAINTENANCE OF ROCK CHECK DAM	3.000 EACH	120.00		360.00	
1090	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,840.000 LF	4.00		7,360.00	
1100	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	1,040.000 LF	5.00		5,200.00	
1110	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	3,880.000 LF	0.20		776.00	
1120	2602-0000370 DITCH CHECK SEDIMENT CONTROL DEVICE, 20 IN. DIA.	1,000.000 LF	4.00		4,000.00	
1130	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	600.00		600.00	
1140	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,200.00		1,200.00	

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0002

SECTION TOTAL: \$2,001,889.38

DESIGN NO. 0524; A 224'-0 X 44'-7.5 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE - IM-NHS-080-4(81)139--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1150	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			90,000.00	
1160	2402-2720000 EXCAVATION, CLASS 20	576.000 CY		40.00	23,040.00	
1170	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	354.300 CY		995.00	352,528.50	
1180	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	363.600 CY		995.00	361,782.00	
1190	2404-7775000 REINFORCING STEEL	57,087.000 LB		1.55	88,484.85	
1200	2404-7775005 REINFORCING STEEL, EPOXY COATED	92,013.000 LB		1.24	114,096.12	
1210	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	8,626.000 LB		3.59	30,967.34	
1220	2407-0562850 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB50	6.000 EACH	15,500.00		93,000.00	
1230	2407-0562875 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB75	6.000 EACH	22,000.00		132,000.00	
1240	2407-0562895 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB95	6.000 EACH	29,000.00		174,000.00	
1250	2408-7800000 STRUCTURAL STEEL	5,867.000 LB		5.00	29,335.00	

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0002

SECTION TOTAL: \$2,001,889.38

DESIGN NO. 0524; A 224'-0 X 44'-7.5 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE - IM-NHS-080-4(81)139--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1260	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	241.100 LF	116.34		28,049.57	
1270	2501-0201057 PILES, STEEL, HP 10 X 57	3,320.000 LF	63.00		209,160.00	
1280	2501-6335010 PREBORED HOLES	80.000 LF	57.00		4,560.00	
1290	2507-2638610 CONCRETE SLOPE PROTECTION	208.000 SY	175.00		36,400.00	
1300	2507-2638620 MACADAM STONE SLOPE PROTECTION	322.000 SY	68.00		21,896.00	
1310	2507-2638660 BRIDGE WING ARMORING - MACADAM STONE	9.000 SY	130.00		1,170.00	
1320	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			9,000.00	
1330	2533-4980005 MOBILIZATION	LUMP SUM			60,000.00	
1340	2599-9999009 ('LINEAR FEET' ITEM) Pile Casing, CMP, 24	134.000 LF	130.00		17,420.00	
1350	2599-9999010 ('LUMP SUM' ITEM) Shoring	LUMP SUM			125,000.00	

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0003

SECTION TOTAL: \$200,930.87

ROADWAY ITEMS - IM-NHS-080-4(81)139--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1360	2301-0690203 BRIDGE APPROACH, BR-203	752.700 SY		248.50		187,045.95
1370	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE, BRIDGE DECK	1,731.500 SY		5.68		9,834.92
1380	2503-0500402 BRIDGE END DRAIN, DR-402	1.000 EACH		1,750.00		1,750.00
1390	2528-2518000 SAFETY CLOSURE	2.000 EACH		400.00		800.00
1400	2528-8445110 TRAFFIC CONTROL	LUMP SUM				1,500.00

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0004

SECTION TOTAL: \$2,505,688.12

DESIGN NO. 0624; A 219'-0 X 52'-10 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE - IM-NHS-080-4(82)139--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1410	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	760.000 CY		10.50		7,980.00
1420	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM				75,000.00
1430	2402-2720000 EXCAVATION, CLASS 20	170.000 CY		40.00		6,800.00
1440	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	167.800 CY		990.00		166,122.00
1450	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	416.000 CY		990.00		411,840.00
1460	2404-7775000 REINFORCING STEEL	86,741.000 LB		1.50		130,111.50
1470	2404-7775005 REINFORCING STEEL, EPOXY COATED	104,941.000 LB		1.24		130,126.84
1480	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	8,127.000 LB		3.59		29,175.93
1490	2407-0562855 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB55	7.000 EACH		16,000.00		112,000.00
1500	2407-0562865 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB65	7.000 EACH		19,000.00		133,000.00
1510	2407-0562895 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB95	7.000 EACH		29,000.00		203,000.00

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0004

SECTION TOTAL: \$2,505,688.12

DESIGN NO. 0624; A 219'-0 X 52'-10 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE - IM-NHS-080-4(82)139--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1520	2408-7800000 STRUCTURAL STEEL	7,013.000 LB		4.60		32,259.80
1530	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	236.100 LF		116.34		27,467.87
1540	2433-0001054 CONCRETE DRILLED SHAFT, 54 IN. DIAMETER	318.000 LF		725.00		230,550.00
1550	2433-0002000 LOAD CELL TEST	1.000 EACH		153,360.00		153,360.00
1560	2433-0003000 DEMONSTRATION SHAFT	49.000 LF		1,500.00		73,500.00
1570	2501-0201057 PILES, STEEL, HP 10 X 57	640.000 LF		62.00		39,680.00
1580	2501-6335010 PREBORED HOLES	160.000 LF		57.00		9,120.00
1590	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	9.100 SY		130.00		1,183.00
1600	2507-3250005 ENGINEERING FABRIC	1,170.400 SY		4.20		4,915.68
1610	2507-6800061 REVTMENT, CLASS E	1,176.100 TON		75.00		88,207.50
1620	2507-8029000 EROSION STONE	16.100 TON		80.00		1,288.00
1630	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM				9,000.00

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0004

SECTION TOTAL: \$2,505,688.12

DESIGN NO. 0624; A 219'-0 X 52'-10 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE - IM-NHS-080-4(82)139--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1640	2533-4980005 MOBILIZATION	LUMP SUM				310,000.00
1650	2599-9999010 (‘LUMP SUM’ ITEM) Shoring	LUMP SUM				120,000.00

SECTION: 0005

SECTION TOTAL: \$225,542.75

ROADWAY ITEMS - IM-NHS-080-4(82)139--03-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1660	2301-0690203 BRIDGE APPROACH, BR-203	862.700 SY		237.50		204,891.25
1670	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE, BRIDGE DECK	2,010.000 SY		5.15		10,351.50
1680	2503-0500402 BRIDGE END DRAIN, DR-402	2.000 EACH		4,000.00		8,000.00
1690	2528-2518000 SAFETY CLOSURE	2.000 EACH		400.00		800.00
1700	2528-8445110 TRAFFIC CONTROL	LUMP SUM				1,500.00

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0006

SECTION TOTAL: \$738,474.06

LIGHTING ITEMS - IM-080-4(098)138--13-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1710	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM				10,000.00
1720	2404-7775000 REINFORCING STEEL	6,924.000 LB		1.44		9,970.56
1730	2433-0001060 CONCRETE DRILLED SHAFT, 60 IN. DIAMETER	66.000 LF		240.00		15,840.00
1740	2518-0000040 ITS STEEL POLE, REMOVE	1.000 EACH		360.00		360.00
1750	2518-0000110 ITS HANDHOLE, REMOVE	3.000 EACH		350.00		1,050.00
1760	2522-8929130 LIGHTING TOWER, 130 FT.	3.000 EACH		37,329.00		111,987.00
1770	2522-8930230 LUMINAIRE, TOWER FLOODLIGHTING	30.000 EACH		1,745.00		52,350.00
1780	2523-0000100 LIGHTING POLES	8.000 EACH		6,859.00		54,872.00
1790	2523-0000200 ELECTRICAL CIRCUITS	12,825.000 LF		28.50		365,512.50
1800	2523-0000310 HANDHOLES AND JUNCTION BOXES	20.000 EACH		2,655.00		53,100.00
1810	2523-0000400 CONTROL CABINET	3.000 EACH		13,181.00		39,543.00
1820	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	4.000 EACH		3,543.00		14,172.00

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0006

SECTION TOTAL: \$738,474.06

LIGHTING ITEMS - IM-080-4(098)138--13-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1830	2533-4980005 MOBILIZATION	LUMP SUM			4,000.00	
1840	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			650.00	
1850	2599-9999005 (EACH' ITEM) CABINET FOOTING	3.000 EACH	1,689.00		5,067.00	

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0007

SECTION TOTAL: \$1,292,394.00

TRAFFIC SIGN ITEMS - IM-080-4(107)138--13-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1860	2401-6745357 REMOVAL OF CONCRETE FOUNDATIONS, AS PER PLAN	4.000 EACH	850.00		3,400.00	
1870	2401-6745916 REMOVAL OF SIGN SUPPORT STRUCTURE AND FOUNDATION	3.000 EACH	32,000.00		96,000.00	
1880	2402-2720000 EXCAVATION, CLASS 20	657.000 CY	85.00		55,845.00	
1890	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	89.000 CY	1,750.00		155,750.00	
1900	2404-7775000 REINFORCING STEEL	4,860.000 LB		1.85		8,991.00
1910	2404-7775005 REINFORCING STEEL, EPOXY COATED	12,039.000 LB		5.00		60,195.00
1920	2423-1060110 STEEL OVERHEAD SIGN TRUSS, 110 FT. SPAN	1.000 EACH	195,000.00		195,000.00	
1930	2423-1060130 STEEL OVERHEAD SIGN TRUSS, 130 FT. SPAN	1.000 EACH	190,000.00		190,000.00	
1940	2433-0001042 CONCRETE DRILLED SHAFT, 42 IN. DIAMETER	80.000 LF	1,400.00		112,000.00	
1950	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	16.000 EACH	1,800.00		28,800.00	

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0007

SECTION TOTAL: \$1,292,394.00

TRAFFIC SIGN ITEMS - IM-080-4(107)138--13-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1960	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	15.000 EACH	150.00		2,250.00	
1970	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	10.000 EACH	700.00		7,000.00	
1980	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	3.000 EACH	3,000.00		9,000.00	
1990	2524-9089100 DELINEATOR, RIGID - TYPE I	37.000 EACH	95.00		3,515.00	
2000	2524-9089200 DELINEATOR, RIGID - TYPE II	7.000 EACH	105.00		735.00	
2010	2524-9210007 REFERENCE LOCATION SIGNS	8.000 EACH	300.00		2,400.00	
2020	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	273.000 LF	18.00		4,914.00	
2030	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	21.000 EACH	750.00		15,750.00	
2040	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	23.800 LF	120.00		2,856.00	
2050	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	141.500 SF	35.00		4,952.50	

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Schedule

Contract ID: 77-0804-080

Call Order: 104

Letting Date: August 20, 2024

SECTION: 0007

SECTION TOTAL: \$1,292,394.00

TRAFFIC SIGN ITEMS - IM-080-4(107)138--13-77

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2060	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	1,410.500 SF		45.00		63,472.50
2070	2528-8445110 TRAFFIC CONTROL	LUMP SUM				2,500.00
2080	2533-4980005 MOBILIZATION	LUMP SUM				200,000.00
2090	2545-1000000 OVERLAY TYPE B GUIDE SIGNS	46.500 SF		250.00		11,625.00
2100	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM				5,000.00
2110	2599-9999005 (‘EACH’ ITEM) ANCHOR BOLT ASSEMBLY - INSTALL AND SURVEY	6.000 EACH		3,500.00		21,000.00
2120	2599-9999005 (‘EACH’ ITEM) MASSH-400 SIGN POST	2.000 EACH		5,000.00		10,000.00
2130	2599-9999005 (‘EACH’ ITEM) SKID MOUNT TYPE A SIGN	2.000 EACH		650.00		1,300.00
2140	2599-9999005 (‘EACH’ ITEM) SKID MOUNT TYPE B SIGN	2.000 EACH		1,200.00		2,400.00
2150	2599-9999008 (‘POUNDS’ ITEM) ANCHOR BOLT ASSEMBLY - FURNISH	2,422.000 LB		6.50		15,743.00

Total Bid: \$20,201,999.61

**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/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

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

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

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

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

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

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

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 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).

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.

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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	Publication Date
0	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 PILED RIVERMEN:

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 strippers); 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 strippers; 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: 77-0804-080 Document: BO 104 77-0804-080 240820 CONTRACT

Date	Signed By
09/03/2024	Nikki Butler Manatt's Inc. Digital Signature (Signed by Contractor)
09/04/2024	Dot Contracts Iowa DOT Electronic Signature (Checked by Contracts & Specifications Bureau)
09/04/2024	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts & Specifications Bureau)
09/04/2024	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Contracts & Specifications Bureau)