

# CONTRACT

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**Letting Date:** Aug 01, 2023

**Contract ID:** 03-0099-084

**Call Order No.:** 001

**County:** ALLAMAKEE

**Project Engineer:** DAVENPORT RESIDENT CONST  
OFFICE

**Cost Center:** 611000

**Object Code:** 890

**DBE Commitment:** \$6,245,323.00

**Contract Work Type:** BRIDGE NEW - OTHER

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

KRAEMER NORTH AMERICA, LLC

Vendor ID: KR027

City: PLAIN

State: WI

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 \$ 124,300,933.00 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 and one other identical 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 Project(s)**

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**Contract ID:** 03-0099-084

**Call Order No.:** 001

**Letting Date:** Aug 01, 2023

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**Project Number:** STP-009-9(82)--2C-03

**County:** ALLAMAKEE

**Project Work Type:** PCC PAVEMENT - GRADE AND NEW **Accounting ID:** 39607

**Location:** Mississippi River Bridge in Lansing

**Route:** IOWA 9

Federal Aid - Predetermined Wages are in Effect

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**Project Number:** STP-009-9(84)--2C-03

**County:** ALLAMAKEE

**Project Work Type:** BRIDGE NEW - OTHER **Accounting ID:** 39609

**Location:** Mississippi River Bridge in Lansing

**Route:** IOWA 9

Federal Aid - Predetermined Wages are in Effect

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**Project Number:** STP-009-9(83)--2C-03

**County:** ALLAMAKEE

**Project Work Type:** TRAFFIC SIGNS **Accounting ID:** 39608

**Location:** Mississippi River Bridge in Lansing

**Route:** IOWA 9

Federal Aid - Predetermined Wages are in Effect

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**Contract Time****Contract ID:** 03-0099-084**Call Order No.:** 001**Letting Date:** Aug 01, 2023

Site ID	Site Details	Liquidated Damages
00	Late Start Date 09/11/2023 550 WORK DAYS See Site ID 00 description in the Proposal Notes.	\$3,000.00
01	Approximate Start Date 04/06/2026 140 WORK DAYS See Site ID 01 description in the Proposal Notes.	\$4,600.00
02	No Start Date Specified 10 CALENDAR DAYS See Site ID 02 description in the Proposal Notes.	\$45,000.00

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

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**Notes**

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**Contracts ID:** 03-0099-084**Call Order No.:** 001**Letting Date:** Aug 01, 2023

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**Notes :**

Station 109+45 of the new structure shall be used for the of determination of the predetermined wage scale for work under this contract. Any changes in the state line due to accretion and reliction in the channel during the duration of the contract will be considered incidental and no modification of the application of the predetermined wage rates, or the station location for the change in rates will be made.

**\*\*\* Pre-Bid Meeting \*\*\***

The Iowa Department of Transportation has scheduled a pre-bid meeting for this project. The meeting will be held via Microsoft Teams on June 6, 2023 at 10:00 a.m. and the link to join will be on the Iowa DOT BIDX website. The purpose of the meeting is to allow the contractors the opportunity to understand the complexity of the project as well as to ask questions to assist in their bidding.

**\*\*\* WINTER WORK \*\*\***

Free Winter work will be allowed during all winters except as restricted below during the roadway closure and/or bridge closure. No working days will be charged for any work occurring between November 15 and April 1 when the roadway and bridge are open to two-way/two-lane traffic.

**\*\*\* Site ID 00 \*\*\***

This site is for completion of all work on the contract.

**\*\*\* Site ID 01 \*\*\***

This site is for completion of the roadway portion of the contract (Stages 2B, 4 and 5). This site cannot start until the bridge deck is complete for spans 1 through 6 and the Engineer issues a Notice to Proceed per Article 1108.02G of the Standard Specifications.

**\*\*\* Site ID 02/Incentive/Disincentive\*\*\***

This site is for completion of river bridge closure (Stage 3).

This is an Incentive/Disincentive site per Section 1111 of the Standard Specifications with the following conditions:

Closure/Calendar Days Allowed for this site: 10

There is no Maximum incentive for this site.

Incentive/Disincentive/Liquidated Damages per day: \$45,000

The Critical Closure Activity is complete when the river bridge is back open to traffic.

The Incentive payment/Disincentive assessment will be paid/collected by an Extra Work Order/Change Order.

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**Contract Addenda**

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The following is a list of Contract Addenda:

01AUG001.A01

01AUG001.A02

01AUG001.A03

01AUG001.A04

01AUG001.A05

01AUG001.A06

**Contract Specifications List**

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Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 ***</p> <p>The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
005.15016.01	<p>*** REVISIONS TO GS-15014 ***</p> <p>2601.03, C, 2, b, Seed Mixture.</p> <p>Add note to Table 2601.03-2: 3. For 2023 construction season only, a partial or full substitution of the required 25 pounds of Creeping Red Fescue is allowed with any of the following varieties: Chewing Fescue, Hard Fescue, Sheep's Fescue or Blue Fescue.</p> <p>2601.03, C, 3, b, Seed Mixture.</p> <p>Add note to Table 2601.03-3: * For 2023 construction season only, ryegrass rate may be reduced to 30 pounds per acre as long as the fescue rate is increased to 150 pounds per acre.</p> <p>2601.03, C, 4, b, Seed Mixture.</p> <p>Add note to Table 2601.03-4: 3. For 2023 construction season only, a partial or full substitution of the required 25 pounds of Creeping Red Fescue is allowed with any of the following varieties: Chewing Fescue, Hard Fescue, Sheep's Fescue or Blue Fescue.</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN ***</p> <p>A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
720.101	<p>*** R-O-W CERTIFICATE ***</p> <p>This Estimating Proposal has an attachment of the "RIGHT OF WAY CERTIFICATE". This attachment is a part of the proposal form.</p>

**Contract Specifications List**

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720.121	*** POINT 25 Utility Data *** This Estimating Proposal has an attachment of the "POINT 25 Utility Data". This attachment is a part of the proposal form.
DS-15081	DEVELOPMENTAL SPECIFICATIONS FOR MASS CONCRETE – CONTROL OF HEAT OF HYDRATION
DS-15100	DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY (DAKOTA, MINNESOTA, & EASTERN RAILROAD CORP dba CANADIAN PACIFIC)
DS-15106	DEVELOPMENTAL SPECIFICATIONS FOR INTELLIGENT TRANSPORTATION SYSTEMS
FHWA-1273.08	FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS 23 U.S.C. 133(i) requires application of Davis Bacon predetermined wages on certain projects on roads functionally classified as a local road or a rural minor collector. This supersedes the applicability described in FHWA-1273 Section IV.
GS-15016	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

**Contract Specifications List**

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**Contract ID:** 03-0099-084**Call Order No.:** 001**Letting Date:** August 01, 2023

IA23-81.0 PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20230081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)

Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.

\*\*\* Additional Requirement \*\*\*

The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

SP-159001A SPECIAL PROVISIONS FOR ESCROW OF BID DOCUMENTS

Allamakee County

STP-009-9(82)--2C-03

STP-009-9(83)--2C-03

STP-009-9(84)--2C-03

SP-159002 SPECIAL PROVISIONS FOR COFFERCELL

Allamakee County STP-009-9(84)--2C-03

SP-159003A SPECIAL PROVISIONS FOR CONCRETE DRILLED SHAFT

Allamakee County STP-009-9(84)--2C-03

SP-159004 SPECIAL PROVISIONS FOR REMOVAL OF EXISTING STRUCTURES

ALLAMAKEE COUNTY STP-009-9(84)--2C-03

**Contract Specifications List**

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SP-159005	SPECIAL PROVISIONS FOR QUALIFICATION OF BIDDERS  Allamakee County  STP-009-9(82)--2C-03 STP-009-9(83)--2C-03 STP-009-9(84)--2C-03
SP-159006	SPECIAL PROVISIONS FOR MODULAR EXPANSION JOINT ASSEMBLY  ALLAMAKEE COUNTY STP-009-9(84)--2C-03
SP-159007	SPECIAL PROVISIONS FOR MAINTENANCE OF NAVIGATION  Allamakee County STP-009-9(84)--2C-03
SP-159008	SPECIAL PROVISIONS FOR FASTENER ASSEMBLIES INSTALLED BY THE COMBINED METHOD OF PRETENSIONING  Allamakee County STP-009-9(84)--2C-03
SP-159009	SPECIAL PROVISIONS FOR THERMAL SPRAY METALLIZING OF STRUCTURAL STEEL  ALLAMAKEE COUNTY STP-009-9(84)--2C-03
SP-159010A	SPECIAL PROVISIONS FOR STEEL TRUSS FABRICATION AND ERECTION  Allamakee County STP-009-9(84)--2C-03
SP-159011	SPECIAL PROVISIONS FOR NAVIGATION LIGHTING AND AESTHETIC LIGHTING  Allamakee County STP-009-9(84)--2C-03

**Contract Specifications List**

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**Contract ID:** 03-0099-084**Call Order No.:** 001**Letting Date:** August 01, 2023

SP-159012	SPECIAL PROVISIONS FOR AESTHETIC TREATMENT OF MSE RETAINING WALL CONCRETE PANELS  Allamakee County STP-009-9(82)--2C-03
SP-159013	SPECIAL PROVISIONS FOR ANTI-GRAFFITI COATING  Allamakee County STP-009-9(82)--2C-03
SP-159014A	SPECIAL PROVISIONS FOR VIBRATION MONITORING TO PROTECT HISTORIC STRUCTURES  Allamakee County STP-009-9(82)--2C-03
SP-159015	SPECIAL PROVISIONS FOR CLAIMS  Allamakee County STP-009-9(82)--2C-03 STP-009-9(83)--2C-03 STP-009-9(84)--2C-03
SP-159016A	SPECIAL PROVISIONS FOR PROGRES SCHEDULING  Allamakee County STP-009-9(82)--2C-03 STP-009-9(83)--2C-03 STP-009-9(84)--2C-03
SP-159017	SPECIAL PROVISIONS FOR EXISTING BRIDGE MONITORING  Allamakee County STP-009-9(84)--2C-03

**Contract Specifications List**

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SP-159018 SPECIAL PROVISIONS FOR E-BUILDER

Allamakee County  
STP-009-9(82)--2C-03  
STP-009-9(83)--2C-03  
STP-009-9(84)--2C-03

SP-159019 SPECIAL PROVISIONS FOR ENVIRONMENTAL PROTECTION

Allamakee County  
STP-009-9(82)--2C-03  
STP-009-9(83)--2C-03  
STP-009-9(84)--2C-03

**Contract Specifications List**

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**Contract ID:** 03-0099-084**Call Order No.:** 001**Letting Date:** August 01, 2023

WIPW-2311 WISCONSIN PREDETERMINED WAGE RATES FOR PROJECTS LET BY THE IOWA DEPARTMENT OF TRANSPORTATION AND JOINTLY FUNDED WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION

**\*\*\* Joint Funding / Prevailing Wages \*\*\***

The Mississippi River crossing project(s) listed on the Estimating Proposal cover page(s) that are between Iowa and Wisconsin, and shown as: "FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT" are being jointly funded by the Wisconsin Department of Transportation. The Wisconsin Prevailing Wage for the specific county adjoining the work site shall apply to work on the Wisconsin side of the border.

**Note:**

The Contractor shall review the contract documents and is responsible for identifying which of the Wisconsin County Prevailing Wages apply to the work on the contract.

**\*\*\* Additional Requirement \*\*\***

The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0001

ROADWAY ITEMS - STP-009-9(82)--2C-03

\$7,296,083.45

Alt Set ID:

Alt Mbr ID:

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	1.400 ACRE	8,100.00		11,340.00	
0020	2101-0850002 CLEARING AND GRUBBING	333.100 UNIT	54.00		17,987.40	
0030	2102-0425070 SPECIAL BACKFILL	341.800 TON	38.00		12,988.40	
0040	2102-2625000 EMBANKMENT-IN-PLACE	3,096.000 CY	32.00		99,072.00	
0050	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	10,070.000 CY	21.00		211,470.00	
0060	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	20.000 CY	120.00		2,400.00	
0070	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	3,381.000 CY	13.00		43,953.00	
0080	2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	7,713.000 CY	1.75		13,497.75	
0090	2107-0875100 COMPACTION WITH MOISTURE CONTROL	2,730.000 CY	1.50		4,095.00	
0100	2115-0100000 MODIFIED SUBBASE	1,875.400 CY	66.00		123,776.40	
0110	2122-5190009 PAVED SHOULDER, P.C. CONCRETE, 9 IN.	895.600 SY	110.00		98,516.00	
0120	2122-5191005 REINFORCED PAVED SHOULDER FOR CONCRETE BARRIER	147.800 SY	170.00		25,126.00	



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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2123-7450000 SHOULDER CONSTRUCTION, EARTH	11.110 STA	510.00		5,666.10	
0140	2123-7450020 SHOULDER FINISHING, EARTH	17.170 STA	510.00		8,756.70	
0150	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	752.500 SY	410.00		308,525.00	
0160	2301-0690203 BRIDGE APPROACH, BR-203	324.000 SY	470.00		152,280.00	
0170	2301-1033090 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	4,531.900 SY	120.00		543,828.00	
0180	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	6,562.000 EACH	1.00		6,562.00	
0190	2304-0100000 DETOUR PAVEMENT	765.700 SY	97.00		74,272.90	
0200	2315-8275025 SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	260.400 TON	26.00		6,770.40	
0210	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	4,206.000 EACH	1.00		4,206.00	
0220	2401-6745356 REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	2.000 EACH	1,200.00		2,400.00	



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			Dollars	Cents	Dollars	Cents
0230	2401-6745650 REMOVAL OF EXISTING STRUCTURES	LUMP SUM			196,600.00	
0240	2401-6745765 REMOVAL OF LIGHT POLES	2.000 EACH	1,500.00		3,000.00	
0250	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	7,823.000 SY	4.00		31,292.00	
0260	2414-6424110 CONCRETE BARRIER RAILING (ON REINFORCED SHOULDER)	216.900 LF	118.32		25,663.61	
0270	2414-6424110 CONCRETE BARRIER RAILING (WITH FOOTING)	164.700 LF	678.73		111,786.83	
0280	2414-6444100 STEEL PIPE PEDESTRIAN HAND RAILING	25.000 LF	300.00		7,500.00	
0290	2414-6445100 STRUCTURAL STEEL PEDESTRIAN HAND RAILING	340.200 LF	180.00		61,236.00	
0300	2414-6625502 STRUCTURAL STEEL RAILING, TRAFFIC	334.600 LF	270.00		90,342.00	
0310	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	1.000 EACH	830.00		830.00	
0320	2430-0000100 MODULAR BLOCK RETAINING WALL	135.000 SF	50.00		6,750.00	
0330	2432-0000100 MECHANICALLY STABILIZED EARTH RETAINING WALL	7,465.500 SF	160.00		1,194,480.00	



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			Dollars	Cents	Dollars	Cents
0340	2432-0000501 GRANULAR BACKFILL, MSE WALL	5,190.100 TON	35.00		181,653.50	
0350	2435-0130148 MANHOLE, SANITARY SEWER, SW-301, 48 IN.	3.000 EACH	6,900.00		20,700.00	
0360	2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	4.000 EACH	6,100.00		24,400.00	
0370	2435-0140160 MANHOLE, STORM SEWER, SW-401, 60 IN.	1.000 EACH	9,100.00		9,100.00	
0380	2435-0250100 INTAKE, SW-501	1.000 EACH	5,600.00		5,600.00	
0390	2435-0250700 INTAKE, SW-507	6.000 EACH	7,300.00		43,800.00	
0400	2435-0250900 INTAKE, SW-509	1.000 EACH	11,400.00		11,400.00	
0410	2435-0251224 INTAKE, SW-512, 24 IN.	1.000 EACH	4,200.00		4,200.00	
0420	2435-0254100 INTAKE, SW-541	4.000 EACH	12,100.00		48,400.00	
0430	2435-0254900 BARRIER INTAKE, SW-549	2.000 EACH	16,500.00		33,000.00	
0440	2435-0600020 MANHOLE ADJUSTMENT, MAJOR	1.000 EACH	3,800.00		3,800.00	
0450	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	2,863.000 LF	17.00		48,671.00	



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0460	2502-8221303 SUBDRAIN OUTLET, DR-303	24.000 EACH	540.00		12,960.00	
0470	2502-8221306 SUBDRAIN OUTLET, DR-306	10.000 EACH	670.00		6,700.00	
0480	2503-0110015 STORM SEWER GRAVITY MAIN, TRENCHED, 15 IN.	948.000 LF	130.00		123,240.00	
0490	2503-0110018 STORM SEWER GRAVITY MAIN, TRENCHED, 18 IN.	69.000 LF	140.00		9,660.00	
0500	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	377.000 LF	22.00		8,294.00	
0510	2503-0200340 STORM SEWER ABANDONMENT, PLUG	1.000 EACH	8,300.00		8,300.00	
0520	2503-0500402 BRIDGE END DRAIN, DR-402	2.000 EACH	7,100.00		14,200.00	
0530	2504-0110008 SANITARY SEWER GRAVITY MAIN, TRENCHED, 8 IN.	77.000 LF	190.00		14,630.00	
0540	2504-0116008 SANITARY SEWER GRAVITY MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	33.000 LF	260.00		8,580.00	
0550	2504-0200404 SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	86.000 LF	200.00		17,200.00	
0560	2504-0240036 REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	225.000 LF	21.00		4,725.00	



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			Dollars	Cents	Dollars	Cents
0570	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	301.000 LF	13.00		3,913.00	
0580	2505-4008300 STEEL BEAM GUARDRAIL	186.000 LF	200.00		37,200.00	
0590	2505-6765006 REMOVE AND REINSTALL FORMED STEEL BEAM GUARDRAIL	210.000 LF	110.00		23,100.00	
0600	2510-6745850 REMOVAL OF PAVEMENT	6,907.100 SY	18.40		127,090.64	
0610	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	7.000 EACH	930.00		6,510.00	
0620	2511-6745900 REMOVAL OF SIDEWALK	616.100 SY	12.12		7,467.13	
0630	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	503.600 SY	96.00		48,345.60	
0640	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	17.000 SY	150.00		2,550.00	
0650	2511-7528101 DETECTABLE WARNINGS	48.000 SF	56.00		2,688.00	
0660	2515-2475008 DRIVEWAY, P.C. CONCRETE, 8 IN.	1,358.000 SY	130.00		176,540.00	
0670	2515-6745600 REMOVAL OF PAVED DRIVEWAY	1,321.600 SY	16.65		22,004.64	
0680	2516-8625000 COMBINED CONCRETE SIDEWALK AND RETAINING WALL	66.800 CY	3,500.00		233,800.00	



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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0690	2518-0006010 XHHW COPPER WIRE, NO. 10 AWG	527.000 LF	3.25		1,712.75	
0700	2519-1002048 FENCE, CHAIN LINK, 48 IN. HEIGHT	105.000 LF	65.00		6,825.00	
0710	2519-3300600 FENCE, SAFETY	3,527.000 LF	9.00		31,743.00	
0720	2519-4200120 REMOVAL OF FENCE, CHAIN LINK	447.000 LF	5.00		2,235.00	
0730	2520-3350010 FIELD LABORATORY	1.000 EACH	65,000.00		65,000.00	
0740	2520-3350015 FIELD OFFICE	1.000 EACH	70,000.00		70,000.00	
0750	2523-0000310 HANDHOLES AND JUNCTION BOXES	1.000 EACH	2,500.00		2,500.00	
0760	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			180,000.00	
0770	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	163.390 STA	250.00		40,847.50	
0780	2527-9263180 PAVEMENT MARKINGS REMOVED	37.240 STA	300.00		11,172.00	
0790	2528-2518000 SAFETY CLOSURE	41.000 EACH	200.00		8,200.00	
0800	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	5,250.000 LF	15.00		78,750.00	
0810	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	4.000 EACH	6,500.00		26,000.00	



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0001

ROADWAY ITEMS - STP-009-9(82)--2C-03

\$7,296,083.45

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0820	2528-8400256 TEMPORARY TRAFFIC SIGNALS	8.000 EACH	40,000.00		320,000.00	
0830	2528-8445110 TRAFFIC CONTROL	LUMP SUM			157,200.00	
0840	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	300.000 CDAY	125.00		37,500.00	
0850	2533-4980005 MOBILIZATION	LUMP SUM			600,000.00	
0860	2538-6970000 SALVAGE, REMOVAL, AND DISPOSAL OF OBSTRUCTIONS ON PARCEL NO. 13	LUMP SUM			36,500.00	
0870	2538-6970000 SALVAGE, REMOVAL, AND DISPOSAL OF OBSTRUCTIONS ON PARCEL NO. 8	LUMP SUM			27,200.00	
0880	2549-0041060 BYPASS PUMPING SANITARY SEWER	1.000 LS	5,500.00		5,500.00	
0890	2551-0000110 TEMP CRASH CUSHION	6.000 EACH	4,500.00		27,000.00	
0900	2552-0000140 ROCK EXCAVATION	50.000 CY	240.00		12,000.00	
0910	2552-0000300 TRENCH COMPACTION TESTING	LUMP SUM			4,000.00	
0920	2554-0112008 WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	788.300 LF	170.00		134,011.00	



**Contract Schedule**

**Contract ID:** 03-0099-084

**Awarded Vendor:** KR027

KRAEMER NORTH AMERICA, LLC

**SECTION 0001**

**ROADWAY ITEMS - STP-009-9(82)--2C-03**

**\$7,296,083.45**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0930	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, 8 INCH	12.000 EACH	1,700.00		20,400.00	
0940	2554-0205110 WATER SERVICE STUB, COPPER, 1 IN.	450.000 LF	110.00		49,500.00	
0950	2554-0205410 WATER SERVICE CORPORATION, COPPER, 1 IN.	10.000 EACH	2,600.00		26,000.00	
0960	2554-0207008 VALVE, GATE, DIP, 8 IN.	2.000 EACH	4,300.00		8,600.00	
0970	2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	1.000 EACH	11,900.00		11,900.00	
0980	2554-0210205 FIRE HYDRANT ASSEMBLY REMOVAL	1.000 EACH	3,000.00		3,000.00	
0990	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			2,200.00	
1000	2595-0005125 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR DAKOTA, MINNESOTA, AND EASTERN RAILROAD CORP.	LUMP SUM			10,000.00	
1010	2599-9999003 (‘CUBIC YARDS’ ITEM) CONCRETE STEPS	4.000 CY	3,400.00		13,600.00	
1020	2599-9999005 (‘EACH’ ITEM) COMBINATION AIR VALVE AND VAULT	1.000 EACH	15,100.00		15,100.00	
1030	2599-9999005 (‘EACH’ ITEM) FIRE HYDRANT RELOCATION	1.000 EACH	8,600.00		8,600.00	



**Contract Schedule**

**Contract ID:** 03-0099-084

**Awarded Vendor:** KR027

KRAEMER NORTH AMERICA, LLC

**SECTION 0001**

**ROADWAY ITEMS - STP-009-9(82)--2C-03**

**\$7,296,083.45**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1040	2599-9999005 (‘EACH’ ITEM) SIGN POST ANCHOR SLEEVE	3.000 EACH	1,500.00		4,500.00	
1050	2599-9999009 (‘LINEAR FEET’ ITEM) 2 IN. NON-METALLIC CONDUIT	547.000 LF	12.00		6,564.00	
1060	2599-9999009 (‘LINEAR FEET’ ITEM) REMOVE EXISTING WATER PIPE	740.000 LF	21.00		15,540.00	
1070	2599-9999010 (‘LUMP SUM’ ITEM) BID DOCUMENT ESCROW	LUMP SUM			2,500.00	
1080	2599-9999010 (‘LUMP SUM’ ITEM) TEMPORARY WATER MAINRELOCATION	LUMP SUM			3,800.00	
1090	2599-9999010 (‘LUMP SUM’ ITEM) VIBRATION MONITORING	LUMP SUM			200,000.00	
1100	2599-9999018 (‘SQUARE YARDS’ ITEM) ANTI-GRAFFITI COATING	633.100 SY	72.00		45,583.20	
1110	2599-9999018 (‘SQUARE YARDS’ ITEM) PAVED DITCH, P.C. CONCRETE4 IN.	7.800 SY	700.00		5,460.00	
1120	2601-2634100 MULCHING	2.800 ACRE	750.00		2,100.00	
1130	2601-2634105 MULCHING, BONDED FIBER MATRIX	1.200 ACRE	5,000.00		6,000.00	
1140	2601-2636043 SEEDING AND FERTILIZING (RURAL)	1.400 ACRE	1,500.00		2,100.00	



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0001

ROADWAY ITEMS - STP-009-9(82)--2C-03

\$7,296,083.45

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1150	2601-2636044 SEEDING AND FERTILIZING (URBAN)	0.600 ACRE	3,000.00		1,800.00	
1160	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	1.400 ACRE	500.00		700.00	
1170	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	0.600 ACRE	2,500.00		1,500.00	
1180	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE, EC-303	600.000 LF	66.00		39,600.00	
1190	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	5,240.000 LF	4.00		20,960.00	
1200	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	2,780.000 LF	5.00		13,900.00	
1210	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	8,020.000 LF	0.45		3,609.00	
1220	2602-0000500 OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	48.000 LF	18.00		864.00	
1230	2602-0000510 MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	11.000 EACH	15.00		165.00	
1240	2602-0000520 REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	11.000 EACH	35.00		385.00	



**Contract Schedule**

**Contract ID:** 03-0099-084

**Awarded Vendor:** KR027

KRAEMER NORTH AMERICA, LLC

**SECTION 0001**

**ROADWAY ITEMS - STP-009-9(82)--2C-03**

**\$7,296,083.45**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1250	2602-0000530 GRATE INTAKE SEDIMENT FILTER BAG	3.000 EACH	175.00		525.00	
1260	2602-0000540 MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	3.000 EACH	30.00		90.00	
1270	2602-0000550 REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	3.000 EACH	50.00		150.00	
1280	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00		500.00	
1290	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00		1,000.00	



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0002

TRAFFIC SIGN ITEMS - STP-009-9(83)--2C-03

\$109,827.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1300	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	10.000 EACH	950.00		9,500.00	
1310	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	40.000 EACH	125.00		5,000.00	
1320	2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	220.000 LF	35.00		7,700.00	
1330	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	262.500 LF	25.00		6,562.50	
1340	2524-9276021 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	9.000 EACH	600.00		5,400.00	
1350	2524-9276024 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY CONCRETE INSTALLATION	2.000 EACH	1,000.00		2,000.00	
1360	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	6.000 EACH	700.00		4,200.00	
1370	2524-9290009 SIGN MOUNTING BRACKETS, SPECIAL	11.000 EACH	350.00		3,850.00	
1380	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	269.000 SF	35.00		9,415.00	
1390	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	105.000 SF	50.00		5,250.00	



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0002

TRAFFIC SIGN ITEMS - STP-009-9(83)--2C-03

\$109,827.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1400	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			10,000.00	
1410	2528-8445110 TRAFFIC CONTROL	LUMP SUM			3,500.00	
1420	2533-4980005 MOBILIZATION	LUMP SUM			10,000.00	
1430	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			2,500.00	
1440	2595-0005125 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR DAKOTA, MINNESOTA, AND EASTERN RAILROAD CORP.	LUMP SUM			10,000.00	
1450	2599-9999005 (‘EACH’ ITEM) BARRIER RAIL SIGN MOUNTING BRACKET	1.000 EACH	1,200.00		1,200.00	
1460	2599-9999005 (‘EACH’ ITEM) MASSH-400 SIGN POST	3.000 EACH	3,750.00		11,250.00	
1470	2599-9999010 (‘LUMP SUM’ ITEM) BID DOCUMENT ESCROW	LUMP SUM			2,500.00	



**Contract Schedule**

**Contract ID:** 03-0099-084

**Awarded Vendor:** KR027

KRAEMER NORTH AMERICA, LLC

**SECTION 0003**

**DESIGN NO. 0124; 1352'-5 X 40'-0 STEEL THROUGH-TRUSS  
STP-009-9(84)--2C-03**

**\$111,753,821.90**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1480	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM			1,600,000.00	
1490	2402-2720000 EXCAVATION, CLASS 20	605.000 CY	45.00		27,225.00	
1500	2402-2721000 EXCAVATION, CLASS 21	178.000 CY	170.00		30,260.00	
1510	2402-2723000 EXCAVATION, CLASS 23	1,246.000 CY	40.00		49,840.00	
1520	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	4,815.200 CY	1,150.00		5,537,480.00	
1530	2404-7775000 REINFORCING STEEL	1,363,958.000 LB	1.75		2,386,926.50	
1540	2404-7775005 REINFORCING STEEL, EPOXY COATED	130,909.000 LB	2.10		274,908.90	
1550	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	520,011.000 LB	4.50		2,340,049.50	
1560	2408-7800000 STRUCTURAL STEEL	10,881,430.000 LB	6.50		70,729,295.00	
1570	2414-6425420 CONCRETE BARRIER, PARAPET	2,715.400 LF	100.00		271,540.00	
1580	2414-6625502 STRUCTURAL STEEL RAILING, TRAFFIC	2,715.400 LF	270.00		733,158.00	
1590	2433-0001072 CONCRETE DRILLED SHAFT, 72 IN. DIAMETER	132.000 LF	2,000.00		264,000.00	



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0003

DESIGN NO. 0124; 1352'-5 X 40'-0 STEEL THROUGH-TRUSS  
STP-009-9(84)--2C-03

\$111,753,821.90

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1600	2433-0002000 LOAD CELL TEST	1.000 EACH	500,000.00		500,000.00	
1610	2433-0003000 DEMONSTRATION SHAFT	138.000 LF	11,000.00		1,518,000.00	
1620	2434-0000100 DISC BEARING ASSEMBLIES	8.000 EACH	50,000.00		400,000.00	
1630	2499-2300001 DECK DRAINS	LUMP SUM			125,000.00	
1640	2499-9000000 MODULAR EXPANSION JOINT ASSEMBLY	84.000 LF	5,000.00		420,000.00	
1650	2507-3250005 ENGINEERING FABRIC	1,065.000 SY	4.00		4,260.00	
1660	2507-6800061 REVTMENT, CLASS E	1,767.000 TON	45.00		79,515.00	
1670	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			370,000.00	
1680	2533-4980005 MOBILIZATION	LUMP SUM			8,942,964.00	
1690	2595-0005125 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR DAKOTA, MINNESOTA, AND EASTERN RAILROAD CORP.	LUMP SUM			10,000.00	
1700	2599-9999009 (‘LINEAR FEET’ ITEM) Concrete Drilled Shaft108-inch Diameter	394.500 LF	4,000.00		1,578,000.00	



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0003

DESIGN NO. 0124; 1352'-5 X 40'-0 STEEL THROUGH-TRUSS  
STP-009-9(84)--2C-03

\$111,753,821.90

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1710	2599-9999009 (‘LINEAR FEET’ ITEM) Concrete Drilled Shaft 138 inch Diameter	604.500 LF	7,000.00		4,231,500.00	
1720	2599-9999009 (‘LINEAR FEET’ ITEM) Permanent Casing for 108 inch Diameter Shaft	334.500 LF	1,000.00		334,500.00	
1730	2599-9999009 (‘LINEAR FEET’ ITEM) Permanent Casing for 138 inch diameter shaft	390.000 LF	1,500.00		585,000.00	
1740	2599-9999010 (‘LUMP SUM’ ITEM) Coffercell	LUMP SUM			1,500,000.00	
1750	2599-9999010 (‘LUMP SUM’ ITEM) ESCROW OF BID DOCUMENTS	LUMP SUM			2,500.00	
1760	2599-9999010 (‘LUMP SUM’ ITEM) Maintenance of Navigation	LUMP SUM			6,547,900.00	
1770	2599-9999010 (‘LUMP SUM’ ITEM) Transparent Splash Guard	LUMP SUM			35,000.00	
1771	2599-9999010 (‘LUMP SUM’ ITEM) TRUSS ERECTION PLAN	LUMP SUM			300,000.00	
1772	2599-9999010 (‘LUMP SUM’ ITEM) PROGRESS SCHEDULING	LUMP SUM			25,000.00	



**Contract Schedule**

**Contract ID:** 03-0099-084

**Awarded Vendor:** KR027

KRAEMER NORTH AMERICA, LLC

**SECTION 0004**

**IOWA DOT - LIGHTING FOR DESIGN NO. 0124 STP-009-9(84)-  
-2C-03**

**\$469,540.00**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1780	2523-0000310 HANDHOLES AND JUNCTION BOXES	5.000 EACH	3,000.00		15,000.00	
1790	2599-9999005 (‘EACH’ ITEM) CC Center Channel Light	2.000 EACH	13,500.00		27,000.00	
1800	2599-9999005 (‘EACH’ ITEM) CM Channel Margin Light	4.000 EACH	12,000.00		48,000.00	
1810	2599-9999005 (‘EACH’ ITEM) CONTROL CABINET	1.000 EACH	30,000.00		30,000.00	
1820	2599-9999005 (‘EACH’ ITEM) LUMINAIRE JUNCTION BOX	54.000 EACH	3,250.00		175,500.00	
1830	2599-9999009 (‘LINEAR FEET’ ITEM) 0.75 INCH RSC PVC COATED	950.000 LF	35.00		33,250.00	
1840	2599-9999009 (‘LINEAR FEET’ ITEM) 1 INCH RSC PVC COATED	2,800.000 LF	40.00		112,000.00	
1850	2599-9999009 (‘LINEAR FEET’ ITEM) 1.5 inch Liquidtight Flexible Metallic Conduit	190.000 LF	15.00		2,850.00	
1860	2599-9999009 (‘LINEAR FEET’ ITEM) 1.5 inch Non-Metallic Conduit	60.000 LF	15.00		900.00	
1870	2599-9999009 (‘LINEAR FEET’ ITEM) 1.5 inch RSC PVC Coated	160.000 LF	50.00		8,000.00	
1880	2599-9999009 (‘LINEAR FEET’ ITEM) UNDERGROUND WIRE 1/C 10 AWG	270.000 LF	2.00		540.00	





**Contract Schedule**

**Contract ID:** 03-0099-084

**Awarded Vendor:** KR027

KRAEMER NORTH AMERICA, LLC

**SECTION 0006**

**DESIGN NO. 0224; 363'-8 X 40'-0 PRETENSIONED  
PRESTRESSED CONCRETE BEAM BRIDGE STP-009-9(84)--  
2C-03**

**\$4,394,410.15**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1930	2402-2720000 EXCAVATION, CLASS 20	67.000 CY	80.00		5,360.00	
1950	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	1,026.000 CY	1,150.00		1,179,900.00	
1960	2404-7775000 REINFORCING STEEL	83,063.000 LB	1.75		145,360.25	
1970	2404-7775005 REINFORCING STEEL, EPOXY COATED	7,299.000 LB	2.10		15,327.90	
1980	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	132,293.000 LB	4.50		595,318.50	
1990	2405-2705000 EXCAVATE AND DEWATER	LUMP SUM			500,000.00	
2000	2407-0550000 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, SBTE116.66	5.000 EACH	50,000.00		250,000.00	
2010	2407-0564320 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTE120	10.000 EACH	50,000.00		500,000.00	
2020	2408-7800000 STRUCTURAL STEEL	26,627.000 LB	7.50		199,702.50	
2030	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	43.000 LF	350.00		15,050.00	
2040	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	43.000 LF	50.00		2,150.00	



Contract Schedule

Contract ID: 03-0099-084

Awarded Vendor: KR027

KRAEMER NORTH AMERICA, LLC

SECTION 0006

DESIGN NO. 0224; 363'-8 X 40'-0 PRETENSIONED  
PRESTRESSED CONCRETE BEAM BRIDGE STP-009-9(84)--  
2C-03

\$4,394,410.15

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2050	2414-6425420 CONCRETE BARRIER, PARAPET	757.000 LF	100.00		75,700.00	
2060	2414-6625502 STRUCTURAL STEEL RAILING, TRAFFIC	757.000 LF	270.00		204,390.00	
2070	2499-2300001 DECK DRAINS	LUMP SUM			30,000.00	
2080	2501-0308014 PILES, STEEL PIPE, 14 IN. (P10L TYPE 1)	1,425.000 LF	85.00		121,125.00	
2090	2501-0308016 PILES, STEEL PIPE, 16 IN. (P10L TYPE 1)	3,420.000 LF	115.00		393,300.00	
2100	2501-2500010 DYNAMIC PILE TEST	LUMP SUM			3,000.00	
2110	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	11.000 SY	150.00		1,650.00	
2120	2507-3250005 ENGINEERING FABRIC	1,229.000 SY	4.00		4,916.00	
2130	2507-6800061 REVTMENT, CLASS E	1,548.000 TON	45.00		69,660.00	
2140	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			80,000.00	
2150	2599-9999010 (LUMP SUM ITEM) ESCROW OF BID DOCUMENTS	LUMP SUM			2,500.00	

Total Bid: \$124,300,933.00



**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. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## **2. Withholding (29 CFR 5.5)**

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

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the

requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) 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. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees (29 CFR 5.5)**

##### **a. Apprentices (programs of the USDOL).**

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### **d. 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 journeymen 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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

**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 watchmen 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. 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 watchmen 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**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

200.326.

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 200.326.

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

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

##### **1. Instructions for Certification - First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in

covered transactions by any Federal department or agency, 2 CFR 180.335;.

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

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

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

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

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

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

### 3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

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

\* \* \* \* \*

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

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

(a) 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;

(b) 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

(c) 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)

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
  2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
  3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
  4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
  5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
  6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**PREDETERMINED WAGE RATE**

**IA23 - 81.0**

General Decision Number: IA20230081 02/24/2023

Superseded General Decision Number: IA20230028

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)(2)-(60).

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 \$16.20 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 2023.
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 \$12.15 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 2023.

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	02/24/2023

\* 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**

**IA23 - 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**

**IA23 - 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
<b>TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)</b>		
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.

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

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

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

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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.

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**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**

WISCONSIN PREDETERMINED WAGE RATES FOR PROJECTS LET BY THE IOWA DEPARTMENT OF TRANSPORTATION AND JOINTLY FUNDED WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION

General Decision Number: WI20230015 07/07/2023

Superseded General Decision Number: WI20220015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

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)(2)-(60).

<p>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:</p>	<p>. Executive Order 14026 generally applies to the contract.                  . The contractor must pay all covered workers at least \$16.20 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 2023.</p>
<p>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:</p>	<p>. Executive Order 13658 generally applies to the contract.                  . The contractor must pay all covered workers at least \$12.15 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 2023.</p>

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/09/2023
8	06/16/2023
9	06/23/2023
10	06/30/2023
11	07/07/2023

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,  
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,  
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,  
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,  
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,  
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,  
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83

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BRWI0007-002 06/01/2022  
GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

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BRWI0008-002 06/01/2022  
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

-----  
BRWI0009-001 06/01/2022  
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

-----  
BRWI0011-002 06/01/2022  
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

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BRWI0013-002 06/01/2022  
DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

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BRWI0019-002 06/01/2022  
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

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BRWI0021-002 06/01/2022  
DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.49	26.27

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BRWI0034-002 06/01/2022  
COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

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CARP0068-011 05/02/2022  
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

-----  
CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

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CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon,  
Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson,  
Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc  
and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,  
Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78

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CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin,  
Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1143-002 06/01/2022		
Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon		
	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96
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CARP1146-002 06/01/2022		
Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano		
	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96
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CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON		
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69
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CARP2337-003 06/01/2019		
	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53
ZONE DEFINITIONS		
ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES		
ZONE B: KENOSHA & RACINE COUNTIES		
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ELEC0014-002 12/25/2022		
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES		
	Rates	Fringes
Electricians:.....	\$ 39.25	22.34
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ELEC0014-007 05/29/2022		
REMAINING COUNTIES		
	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 29.63	3%+16.18
Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).		
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ELEC0127-002 06/01/2021  
KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

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ELEC0158-002 05/30/2021  
BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE  
(East of a line 6 miles West of the West boundary of Oconto  
County), SHAWANO (Except Area North of Townships of Aniwa and  
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

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ELEC0159-003 05/30/2021  
COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and  
Emmet Townships), GREEN, LAKE (except Townships of Berlin,  
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of  
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK  
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

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ELEC0219-004 06/01/2019  
FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

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ELEC0242-005 05/30/2021  
DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

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ELEC0388-002 05/30/2021  
ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,  
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,  
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area  
West of a line 6 miles West of the West boundary of Oconto  
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS  
AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24

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ELEC0430-002 06/01/2023  
RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 06/01/2022  
 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86

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ELEC0494-006 06/01/2021  
 CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

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ELEC0494-013 05/29/2022  
 DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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\* ELEC0577-003 06/01/2022  
 CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	29.50%+10.00

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ELEC0890-003 06/01/2022  
 DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.70	25.95%+11.26

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ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-001 06/01/2023

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 50.21	24.05
Group 2.....	\$ 49.71	24.05
Group 3.....	\$ 49.21	24.05
Group 4.....	\$ 48.37	24.05
Group 5.....	\$ 44.39	24.05
Group 6.....	\$ 39.24	24.05

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or

under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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 ENGI0139-003 06/06/2022

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.22	24.85
Group 2.....	\$ 43.97	24.85
Group 3.....	\$ 41.57	24.85
Group 4.....	\$ 41.04	24.85
Group 5.....	\$ 38.97	24.85
Group 6.....	\$ 37.44	24.85

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines;

Generators; Pumps over 3"; Heaters, Mechanical; Combination  
 small equipment operator; Winches, small electric; Oiler;  
 Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
 MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
 COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WALWORTH (N.E. 2/3),  
 WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0383-001 06/05/2023

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,  
 GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,  
 JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,  
 MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern  
 area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,  
 WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
 PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEALEAU  
 COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
 PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

LABO0113-002 06/01/2023

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.56	23.86
Group 2.....	\$ 33.71	23.86
Group 3.....	\$ 33.91	23.86
Group 4.....	\$ 34.06	23.86
Group 5.....	\$ 34.21	23.86
Group 6.....	\$ 30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.80	23.86
Group 2.....	\$ 32.91	23.86
Group 3.....	\$ 32.96	23.86
Group 4.....	\$ 33.16	23.86
Group 5.....	\$ 33.01	23.86
Group 6.....	\$ 29.90	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.62	23.86
Group 2.....	\$ 32.77	23.86
Group 3.....	\$ 32.97	23.86
Group 4.....	\$ 32.94	23.86
Group 5.....	\$ 33.27	23.86

Group 6.....\$ 29.76 23.86

LABORERS CLASSIFICATIONS:

- GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler
- GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster and Powderman
- GROUP 6: Flagman; traffic control person

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LABO0140-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.57	19.25
Group 2.....	\$ 37.67	19.25
Group 3.....	\$ 37.72	19.25
Group 4.....	\$ 37.92	19.25
Group 5.....	\$ 37.77	19.25
Group 6.....	\$ 34.20	19.25

LABORER CLASSIFICATIONS

- GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler
- GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2023  
DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.85	19.25
Group 2.....	\$ 37.95	19.25
Group 3.....	\$ 38.00	19.25
Group 4.....	\$ 38.20	19.25
Group 5.....	\$ 38.05	19.25
Group 6.....	\$ 34.20	19.25

LABORERS CLASSIFICATIONS:

- GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler
- GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster; Powderman
- GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023  
ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 34.59	24.84
Spray, Sandblast, Steel....	\$ 35.19	24.84
Repaint:		
Brush, Roller.....	\$ 33.09	24.84
Spray, Sandblast, Steel....	\$ 33.69	24.84

PAIN0108-002 06/01/2022  
RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 39.60	21.79
Spray & Sandblast.....	\$ 40.60	21.79

PAIN0259-002 05/01/2008  
BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015  
 BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
 VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2022  
 JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 38.15	24.80
Brush.....	\$ 37.40	24.80
Spray & Sandblast.....	\$ 38.15	24.80

PAIN0802-002 06/01/2021  
 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
 ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78
PREMIUM PAY:		
Structural Steel, Spray, Bridges =	\$1.00 additional per	
hour.		

PAIN0802-003 06/01/2022  
 ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN  
 LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,  
 MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,  
 OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,  
 WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 34.68	18.94

PAIN0934-001 06/01/2022  
 KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021  
 FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98



ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.85	20.94

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 PLUM0434-002 05/28/2023

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 46.89	22.73

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 PLUM0601-003 06/01/2022

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 50.00	28.93

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 PLUM0601-009 06/01/2022

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 52.06	26.86

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 TEAM0039-002 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 32.57	23.81
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 32.72	23.81

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 SUWI2011-001 11/16/2011

	Rates	Fringes
WELL DRILLER.....	\$ 16.52	

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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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.

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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 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, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

# Doc Express® Document Signing History

Contract: 03-0099-084 Document: BO 001 03-0099-084 230801 CONTRACT

Date	Signed By
08/16/2023	Brent Freeman Kraemer North America, LLC Digital Signature (Signed by Contractor)
08/16/2023	Dot Contracts Iowa DOT Electronic Signature (Checked by Contracts & Specifications Bureau)
08/16/2023	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts & Specifications Bureau)
08/16/2023	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Contracts & Specifications Bureau)