

CONTRACT

7/23/2026 12:07 PM

Letting Date: July 21, 2026

Contract ID: 82-0615-153

Call Order: 010

County: SCOTT

Project Engineer: DAVENPORT RESIDENT CONST OFFICE

Cost Center: 611000

Object Code: 890

DBE Commitment: \$0.00

Contract Work Type: RECONSTRUCTION - BRIDGE DECK REPLACEMENT

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

CRAMER AND ASSOC., INC. (CR120)

City: GRIMES

State: IA

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

Contractor, for and in considerations of \$ 18,787,151.66 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

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

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

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

This contract shall be governed by the laws of the state of Iowa, without giving effect to any conflict of laws principles of Iowa law that may require the application of another jurisdiction's law. Any litigation commenced in connection with the contract shall be brought and maintained in an appropriate state or federal court sitting in Iowa.

**Contract Prepared by
Contracts and Specifications Bureau**

Contract Project(s)

Contract ID: 82-0615-153

Call Order: 010

Letting Date: July 21, 2026

Project Number: BRF-061-5(151)--38-82

County: SCOTT

Project Work Type: BRIDGE DECK OVERLAY

Location: 210th St 1.1 mi N of I-80 (NB/SB)

Route: U.S. 61

Federal Aid - Predetermined Wages are in Effect

Project Number: BRF-061-5(153)--38-82

County: SCOTT

Project Work Type: RECONSTRUCTION - BRIDGE DECK
REPLACEMENT

Location: DME RR 0.8 mi N of I-80 (NB/SB)

Route: U.S. 61

Federal Aid - Predetermined Wages are in Effect

Project Number: NHSX-061-5(156)--3H-82

County: SCOTT

Project Work Type: HMA RESURFACING

Location: S of I-80 to N of 210th St

Route: U.S. 61

Federal Aid - Predetermined Wages are in Effect

Project Number: BRF-061-5(157)--38-82

County: SCOTT

Project Work Type: HMA PAVEMENT - GRADE AND
REPLACE

Location: DME RR 0.8 mi N of I-80 (NB/SB) - Crossovers and Shoulder Strengthen

Route: U.S. 61

Federal Aid - Predetermined Wages are in Effect

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Contract Time

Contract ID: 82-0615-153 Call Order: 010 Letting Date: July 21, 2026

Site ID	Site Details			Liquidated Damages
00	Late Start Date	09/14/2026	25 WORK DAYS	\$2,500.00
Stage 1, see description below.				
01	Late Start Date	04/05/2027	150 WORK DAYS	\$2,500.00
All other stages.				

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

The following sections are alternates:

0003	AA	2	DESIGN NO. 0127; ALTERNATE 'AA' OPTION 2: CLASS HPC- O PCC, BID THIS SECTION IF ALTERNATE 'AA' OPTION 2 IS CHOSEN (151)
0006	BB	2	DESIGN NO. 0227; ALTERNATE 'BB' OPTION 2: CLASS HPC- O PCC, BID THIS SECTION IF ALTERNATE 'BB' OPTION 2 IS CHOSEN
0008	CC	1	ALTERNATE 'CC' OPTION 1: HMA SHOULDER, BID THIS SECTION IF ALTERNATE 'CC' OPTION 1 IS CHOSEN (151)
0013	DD	1	ALTERNATE 'DD' OPTION 1: HMA SHOULDER, BID THIS SECTION IF ALTERNATE 'DD' OPTION 1 IS CHOSEN - BRF-061-5(153)--38-82

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Notes

Contract ID: 82-0615-153	Call Order: 010	Letting Date: July 21, 2026
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Notes :

Site 00

Site for the completion of Stage 1 - Shoulder Strengthening and crossovers of project BRF-061-5(157)--38-82.

Work Restrictions

-No lane closures, ramp closures, lane shifts, or TBR allowed over winter 26/27 or 27/28. Winter is defined as Nov1 thru April 1.

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Contract Addenda

Contract ID: 82-0615-153	Call Order: 010	Letting Date: July 21, 2026
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The following is a list of Contract Addenda:

21JUL010.A01

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Contract Specifications List

Contract ID: 82-0615-153		Call Order: 010	Letting Date: July 21, 2026
Note	Description		
001.2023	*** STANDARD SPECIFICATIONS -- SERIES 2023 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2023, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.		
410.11	*** STORM WATER POLLUTION PREVENTION PLAN *** A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.		
500.01	*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.		
DS-23004	DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION PROGRESS SCHEDULE		
DS-23032	DEVELOPMENTAL SPECIFICATIONS FOR ELECTRONIC TICKETING		
DS-23078	DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE THIN LIFT OVERLAY		
DS-23082	DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE FOR STRUCTURES		
DS-23083	DEVELOPMENTAL SPECIFICATIONS FOR FIBER REINFORCEMENT FOR STRUCTURAL CONCRETE		

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Contract Specifications List

Contract ID: 82-0615-153		Call Order: 010	Letting Date: July 21, 2026
Note	Description		
DS-23087	DEVELOPMENTALSPECIFICATIONS FOR CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY (DAKOTA, MINNESOTA, & EASTERN RAILROAD CORPORATION dba CPKC)		
FHWA-1273.09	FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS -- REVISED OCTOBER 23, 2023 23 U.S.C. 133(i) requires application of Davis Bacon predetermined wages on certain projects on roads functionally classified as a local road or a rural minor collector. This supersedes the applicability described in FHWA-1273 Section IV.		
GS-23006	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION		
IA26-1.1	PREDETERMINED WAGE RATES - GENERAL DECISION NUMBER IA20260001 FOR HEAVY AND HIGHWAY CONSTRUCTION -- SCOTT COUNTY IN IOWA *** 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-230416	SPECIAL PROVISIONS FOR HIGH MOLECULAR WEIGHT METHACRYLATE RESIN BRIDGE DECK TREATMENT Scott County BRF-061-5(153)--38-82		

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SECTION: 0001
DESIGN NO. 0127; A 260'-0' X 40'-0 WELDED PLATE GRIDER BRIDGE BRF-061-5(151)--38-82

SECTION TOTAL: \$677,115.50

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			100,000.00	
0020	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	31.900 CY	5,200.00		165,880.00	
0030	2404-7775005 REINFORCING STEEL, EPOXY COATED	4,010.000 LB		3.30	13,233.00	
0040	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	139.000 LB		6.50	903.50	
0050	2413-0698074 DECK REPAIR, CLASS A	228.800 SY	400.00		91,520.00	
0060	2413-0698075 DECK REPAIR, CLASS B	114.400 SY	900.00		102,960.00	
0070	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	84.800 LF	330.00		27,984.00	
0080	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	84.800 LF	100.00		8,480.00	
0090	2508-0970000 CONTAINMENT	LUMP SUM			4,000.00	
0100	2508-0991000 PAINTING OF STRUCTURAL STEEL	LUMP SUM			42,155.00	
0110	2533-4980005 MOBILIZATION	LUMP SUM			120,000.00	

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SECTION: 0003	SECTION TOTAL: \$168,897.40
DESIGN NO. 0127; ALTERNATE 'AA' OPTION 2: CLASS HPC- O PCC, BID THIS SECTION IF ALTERNATE 'AA' OPTION 2 IS CHOSEN (151)	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2403-1000010 TRIAL BATCH AND TEST PLACEMENT (FIBER REINFORCED CONCRETE)	LUMP SUM			700.00	
0140	2413-0698067 DECK OVERLAY (CLASS HPC-O PCC)	1,144.200 SY		145.00	165,909.00	
0150	2413-1000005 FIBER REINFORCEMENT FOR CONCRETE REPAIR/OVERLAY	1,144.200 SY		2.00	2,288.40	

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SECTION: 0004	SECTION TOTAL: \$846,279.80
DESIGN NO. 0227; A 260'-0' X VARIABLE WIDTH WELDED PLATE GRIDER BRIDGE (151)	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0160	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			100,000.00	
0170	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	40.400 CY	5,200.00		210,080.00	
0180	2404-7775005 REINFORCING STEEL, EPOXY COATED	4,918.000 LB		3.60	17,704.80	
0190	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	182.000 LB		6.50	1,183.00	
0200	2413-0698074 DECK REPAIR, CLASS A	313.100 SY	400.00		125,240.00	
0210	2413-0698075 DECK REPAIR, CLASS B	156.600 SY	900.00		140,940.00	
0220	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	112.400 LF	330.00		37,092.00	
0230	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	112.400 LF	100.00		11,240.00	
0240	2426-6772016 CONCRETE REPAIR	50.000 SF	350.00		17,500.00	
0250	2508-0970000 CONTAINMENT	LUMP SUM			5,000.00	
0260	2508-0991000 PAINTING OF STRUCTURAL STEEL	LUMP SUM			60,300.00	

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SECTION: 0004	SECTION TOTAL: \$846,279.80
DESIGN NO. 0227; A 260'-0' X VARIABLE WIDTH WELDED PLATE GRIDER BRIDGE (151)	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0270	2533-4980005 MOBILIZATION	LUMP SUM			120,000.00	

SECTION: 0006	SECTION TOTAL: \$230,843.20
DESIGN NO. 0227; ALTERNATE 'BB' OPTION 2: CLASS HPC- O PCC, BID THIS SECTION IF ALTERNATE 'BB' OPTION 2 IS CHOSEN	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0290	2403-1000010 TRIAL BATCH AND TEST PLACEMENT (FIBER REINFORCED CONCRETE)	LUMP SUM			700.00	
0300	2413-0698067 DECK OVERLAY (CLASS HPC-O PCC)	1,565.600 SY		145.00	227,012.00	
0310	2413-1000005 FIBER REINFORCEMENT FOR CONCRETE REPAIR/OVERLAY	1,565.600 SY		2.00	3,131.20	

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SECTION: 0007	SECTION TOTAL:	\$582,524.05
ROADWAY ITEMS BRF-061-5(151)--38-82		

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0320	2102-2713090 EXCAVATION, CLASS 13, WASTE	349.000 CY		30.00	10,470.00	
0330	2123-7450000 SHOULDER CONSTRUCTION, EARTH	7.170 STA		500.00	3,585.00	
0340	2301-0690203 BRIDGE APPROACH, BR-203	1,537.800 SY		250.00	384,450.00	
0350	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE, BRIDGE DECK AND/OR APPROACHES	3,698.500 SY		4.80	17,752.80	
0360	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	1,075.000 LF		15.00	16,125.00	
0370	2505-4008300 STEEL BEAM GUARDRAIL	525.000 LF		44.00	23,100.00	
0380	2505-4008410 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	1.000 EACH		4,200.00	4,200.00	
0390	2505-4008415 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-209	5.000 EACH		4,400.00	22,000.00	
0400	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	6.000 EACH		550.00	3,300.00	
0410	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	6.000 EACH		4,850.00	29,100.00	
0420	2510-6745850 REMOVAL OF PAVEMENT	1,858.200 SY		30.00	55,746.00	

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Contract ID: 82-0615-153		Call Order: 010	Letting Date: July 21, 2026	
SECTION: 0007 ROADWAY ITEMS BRF-061-5(151)--38-82			SECTION TOTAL:	\$582,524.05
0430	2527-9263209 PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	24.950 STA	70.00	1,746.50
0440	2527-9270112 GROOVES CUT FOR PAVEMENT MARKINGS	24.950 STA	75.00	1,871.25
0450	2601-2634100 MULCHING	2.400 ACRE	600.00	1,440.00
0460	2601-2636015 NATIVE GRASS SEEDING	0.300 ACRE	1,500.00	450.00
0470	2601-2636043 SEEDING AND FERTILIZING (RURAL)	0.900 ACRE	900.00	810.00
0480	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	1.200 ACRE	300.00	360.00
0490	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,750.000 LF	2.40	4,200.00
0500	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	1,750.000 LF	0.01	17.50
0510	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	600.00	600.00
0520	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,200.00	1,200.00



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SECTION: 0008 SECTION TOTAL: \$78,441.80
ALTERNATE 'CC' OPTION 1: HMA SHOULDER, BID THIS SECTION IF ALTERNATE 'CC' OPTION 1 IS CHOSEN (151)

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0530	2102-0425070 SPECIAL BACKFILL HMA Shoulder Option	236.560 TON		30.00		7,096.80
0540	2122-5500090 PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 9 IN.	751.000 SY		95.00		71,345.00

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SECTION: 0010 SECTION TOTAL: \$3,242,528.50
DESIGN NO. 0328; A DUAL 336'-0' X VARIABLE CONTINUOUS WELDED PLATE GRIDER BRIDGE - BRF-061-5(153)--38-82

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0570	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			410,000.00	
0580	2402-2720000 EXCAVATION, CLASS 20	130.800 CY		60.00	7,848.00	
0590	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	95.900 CY		3,000.00	287,700.00	
0600	2403-1000005 FIBER REINFORCEMENT FOR STRUCTURAL CONCRETE	675.800 CY		30.00	20,274.00	
0610	2403-1000010 TRIAL BATCH AND TEST PLACEMENT (FIBER REINFORCED CONCRETE)	LUMP SUM			600.00	
0620	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	579.900 CY		1,250.00	724,875.00	
0630	2404-7775005 REINFORCING STEEL, EPOXY COATED	222,099.000 LB		1.50	333,148.50	
0640	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	6,266.000 LB		4.00	25,064.00	
0650	2408-7800000 STRUCTURAL STEEL	1,360.000 LB		12.50	17,000.00	
0660	2414-6424110 CONCRETE BARRIER RAILING	747.400 LF		120.00	89,688.00	
0670	2426-6772016 CONCRETE REPAIR	2.000 SF		1,000.00	2,000.00	

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SECTION: 0010
DESIGN NO. 0328; A DUAL 336'-0' X VARIABLE CONTINUOUS WELDED PLATE GRIDER BRIDGE - BRF-061-5(153)--38-82

SECTION TOTAL: \$3,242,528.50

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0680	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	39.400 SY		115.00		4,531.00
0690	2508-0970000 CONTAINMENT	LUMP SUM				12,000.00
0700	2508-0991000 PAINTING OF STRUCTURAL STEEL	LUMP SUM				72,200.00
0710	2533-4980005 MOBILIZATION	LUMP SUM				311,000.00
0720	2595-0005125 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR DAKOTA, MINNESOTA, AND EASTERN RAILROAD CORP. DBA CPKC	LUMP SUM				85,000.00
0730	2599-9999005 (‘EACH’ ITEM) Expansion Joint (Drainage System)	2.000 EACH		85,000.00		170,000.00
0740	2599-9999009 (‘LINEAR FEET’ ITEM) Expansion Joint (Finger Plates)	223.200 LF		3,000.00		669,600.00

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SECTION: 0011
DESIGN NO. 0428; A DUAL 336'-0' X VARIABLE CONTINUOUS WELDED PLATE GRIDER BRIDGE - BRF-061-5(153)--38-82

SECTION TOTAL: \$3,582,350.90

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0750	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			365,000.00	
0760	2402-2720000 EXCAVATION, CLASS 20	130.100 CY		60.00	7,806.00	
0770	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	96.700 CY		4,000.00	386,800.00	
0780	2403-1000005 FIBER REINFORCEMENT FOR STRUCTURAL CONCRETE	673.700 CY		30.00	20,211.00	
0790	2403-1000010 TRIAL BATCH AND TEST PLACEMENT (FIBER REINFORCED CONCRETE)	LUMP SUM			600.00	
0800	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	577.000 CY		1,600.00	923,200.00	
0810	2404-7775005 REINFORCING STEEL, EPOXY COATED	223,501.000 LB		1.50	335,251.50	
0820	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	6,615.000 LB		4.00	26,460.00	
0830	2408-7800000 STRUCTURAL STEEL	1,632.000 LB		12.50	20,400.00	
0840	2414-6424110 CONCRETE BARRIER RAILING	794.500 LF		120.00	95,340.00	
0850	2426-6772016 CONCRETE REPAIR	2.000 SF		1,000.00	2,000.00	

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SECTION: 0011
DESIGN NO. 0428; A DUAL 336'-0' X VARIABLE CONTINUOUS WELDED PLATE GRIDER BRIDGE - BRF-061-5(153)--38-82

SECTION TOTAL: \$3,582,350.90

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0860	2501-8400172 TEMPORARY SHORING	LUMP SUM			40,000.00	
0870	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	41.300 SY		110.00	4,543.00	
0880	2508-0970000 CONTAINMENT	LUMP SUM			12,000.00	
0890	2508-0991000 PAINTING OF STRUCTURAL STEEL	LUMP SUM			72,200.00	
0900	2533-4980005 MOBILIZATION	LUMP SUM			311,000.00	
0910	2595-0005125 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR DAKOTA, MINNESOTA, AND EASTERN RAILROAD CORP. DBA CPKC	LUMP SUM			85,000.00	
0920	2599-9999005 (‘EACH’ ITEM) Expansion Joint (Drainage System)	2.000 EACH	90,000.00		180,000.00	
0930	2599-9999006 (‘GALLONS’ ITEM) Furnish HMWM Bridge Deck Treatment Material	7.000 GAL		80.00	560.00	
0940	2599-9999009 (‘LINEAR FEET’ ITEM) Expansion Joint (Finger Plates)	221.900 LF	3,100.00		687,890.00	
0950	2599-9999014 (‘SQUARE FEET’ ITEM) Bridge Deck Sealing, HMWM	676.600 SF		9.00	6,089.40	

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SECTION: 0012 ROADWAY ITEMS - BRF-061-5(153)--38-82	SECTION TOTAL: \$1,128,152.13
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0960	2102-2713090 EXCAVATION, CLASS 13, WASTE	344.300 CY		30.00	10,329.00	
0970	2122-5190008 PAVED SHOULDER, P.C. CONCRETE, 8 IN.	267.100 SY		81.00	21,635.10	
0980	2123-7450000 SHOULDER CONSTRUCTION, EARTH	7.340 STA		500.00	3,670.00	
0990	2301-0690203 BRIDGE APPROACH, BR-203	3,242.780 SY		250.00	810,695.00	
1000	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE, BRIDGE DECK AND/OR APPROACHES	7,066.100 SY		3.50	24,731.35	
1010	2503-0500402 BRIDGE END DRAIN, DR-402	4.000 EACH		4,980.87	19,923.48	
1020	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	1,135.000 LF		15.00	17,025.00	
1030	2505-4008300 STEEL BEAM GUARDRAIL	612.500 LF		44.00	26,950.00	
1040	2505-4008410 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	1.000 EACH		4,200.00	4,200.00	
1050	2505-4008415 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-209	6.000 EACH		4,400.00	26,400.00	
1060	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	7.000 EACH		550.00	3,850.00	

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Contract ID: 82-0615-153	Call Order: 010	Letting Date: July 21, 2026
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SECTION: 0012 ROADWAY ITEMS - BRF-061-5(153)--38-82	SECTION TOTAL: \$1,128,152.13
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1070	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	7.000 EACH	4,850.00		33,950.00	
1080	2510-6745850 REMOVAL OF PAVEMENT	3,574.100 SY	30.00		107,223.00	
1090	2527-9263209 PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	51.510 STA	70.00		3,605.70	
1100	2527-9270112 GROOVES CUT FOR PAVEMENT MARKINGS	51.510 STA	75.00		3,863.25	
1110	2601-2634100 MULCHING	2.600 ACRE	600.00		1,560.00	
1120	2601-2636015 NATIVE GRASS SEEDING	0.300 ACRE	1,500.00		450.00	
1130	2601-2636043 SEEDING AND FERTILIZING (RURAL)	0.900 ACRE	900.00		810.00	
1140	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	1.200 ACRE	300.00		360.00	
1150	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	2,125.000 LF	2.40		5,100.00	
1160	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	2,125.000 LF	0.01		21.25	
1170	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	600.00		600.00	

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SECTION: 0012 ROADWAY ITEMS - BRF-061-5(153)--38-82	SECTION TOTAL: \$1,128,152.13
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1180	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,200.00		1,200.00	

SECTION: 0013 ALTERNATE 'DD' OPTION 1: HMA SHOULDER, BID THIS SECTION IF ALTERNATE 'DD' OPTION 1 IS CHOSEN - BRF-061-5(153)--38-82	SECTION TOTAL: \$53,039.26
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1190	2102-0425070 SPECIAL BACKFILL HMA Option	159.942 TON		30.00	4,798.26	
1200	2122-5500090 PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 9 IN.	507.800 SY		95.00	48,241.00	

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SECTION: 0015 ROADWAY ITEMS - NHSX-061-5(156)--3H-82	SECTION TOTAL: \$3,498,890.47
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1230	2121-7425020 GRANULAR SHOULDERS, TYPE B	499.400 TON		76.00	37,954.40	
1240	2212-0475095 CLEANING AND PREPARATION OF BASE	5.000 MILE	10,000.00		50,000.00	
1250	2212-5070310 PATCHES, FULL-DEPTH REPAIR	254.000 SY	337.00		85,598.00	
1260	2212-5070330 PATCHES BY COUNT (REPAIR)	26.000 EACH	148.00		3,848.00	
1270	2214-5145150 PAVEMENT SCARIFICATION, NOMINAL THICKNESS	83,365.390 SY		4.15	345,966.37	
1280	2214-5145162 PAVEMENT SCARIFICATION, CROSS SLOPE	109.200 TON	295.00		32,214.00	
1290	2303-0003380 HOT MIX ASPHALT MIXTURE THIN LIFT SURFACE COURSE, 3/8 IN. MIX	7,878.100 TON	75.00		590,857.50	
1300	2303-1052500 HOT MIX ASPHALT VERY HIGH TRAFFIC, INTERMEDIATE COURSE 1/2 IN. MIX	7,631.700 TON	77.00		587,640.90	
1310	2303-1258285 ASPHALT BINDER, PG 58-28V, VERY HIGH TRAFFIC	458.000 TON	815.00		373,270.00	
1320	2303-1264347 ASPHALT BINDER, PG 64-34E+, EXTREMELY HIGH TRAFFIC, 90% ELASTIC RECOVERY	630.000 TON	915.00		576,450.00	

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SECTION: 0015 ROADWAY ITEMS - NHSX-061-5(156)--3H-82	SECTION TOTAL: \$3,498,890.47
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1330	2303-6911000 HOT MIX ASPHALT PAVEMENT SAMPLES	LUMP SUM			25,000.00	
1340	2303-7000610 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)	7,631.700 EACH		1.00	7,631.70	
1350	2303-7000620 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)	7,631.700 EACH		1.00	7,631.70	
1360	2317-7000120 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA PAVEMENT SMOOTHNESS (BY SCHEDULE)	20,008.000 EACH		1.00	20,008.00	
1370	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	2,035.000 LF		18.00	36,630.00	
1380	2505-4008300 STEEL BEAM GUARDRAIL	1,262.500 LF		48.00	60,600.00	
1390	2505-4008410 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	2.000 EACH		4,800.00	9,600.00	
1400	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	2.000 EACH		650.00	1,300.00	
1410	2505-4021020 STEEL BEAM GUARDRAIL END ANCHOR, W-BEAM	8.000 EACH		3,400.00	27,200.00	



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SECTION: 0015	SECTION TOTAL: \$3,498,890.47
ROADWAY ITEMS - NHSX-061-5(156)--3H-82	

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1420	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	10.000 EACH	5,500.00		55,000.00	
1430	2527-9263209 PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	2,020.400 STA	42.00		84,856.80	
1440	2527-9270112 GROOVES CUT FOR PAVEMENT MARKINGS	505.100 STA	50.00		25,255.00	
1450	2528-2518000 SAFETY CLOSURE	13.000 EACH	150.00		1,950.00	
1460	2528-8445110 TRAFFIC CONTROL	LUMP SUM			137,425.00	
1470	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	100.000 CDAY	100.00		10,000.00	
1480	2529-2242304 CD JOINT ASSEMBLY	2.000 EACH	130.00		260.00	
1490	2529-2242320 CT JOINT	3.000 EACH	150.00		450.00	
1500	2529-5070110 PATCHES, FULL-DEPTH FINISH, BY AREA	96.000 SY	485.00		46,560.00	
1510	2529-5070120 PATCHES, FULL-DEPTH FINISH, BY COUNT	6.000 EACH	148.00		888.00	
1520	2529-8174010 SUBBASE (PATCHES)	28.000 SY	20.00		560.00	

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SECTION: 0015 ROADWAY ITEMS - NHSX-061-5(156)--3H-82	SECTION TOTAL: \$3,498,890.47
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1530	2529-8174020 SUBBASE PATCH WITH EF JOINT	96.000 SY		40.00		3,840.00
1540	2529-8201000 JOINT ASSEMBLY, EF	6.000 EACH		750.00		4,500.00
1550	2533-4980005 MOBILIZATION	LUMP SUM				230,000.00
1560	2548-0000100 MILLED SHOULDER RUMBLE STRIPS, HMA SURFACE	292.200 STA		43.00		12,564.60
1570	2548-0000110 ASPHALT EMULSION FOR FOG SEAL (SHOULDER RUMBLE STRIPS)	316.500 GAL		17.00		5,380.50

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SECTION: 0016 ROADWAY ITEMS - BRF-061-5(157)--38-82	SECTION TOTAL: \$4,698,088.65
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1580	2102-0425070 SPECIAL BACKFILL	7,480.600 TON		30.00	224,418.00	
1590	2102-2625000 EMBANKMENT-IN-PLACE	3,523.000 CY		43.00	151,489.00	
1600	2102-2713090 EXCAVATION, CLASS 13, WASTE	11,220.600 CY		27.00	302,956.20	
1610	2105-8425005 TOPSOIL, FURNISH AND SPREAD	2,135.000 CY		80.00	170,800.00	
1620	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	180.000 SY		3.00	540.00	
1630	2121-7425010 GRANULAR SHOULDERS, TYPE A	967.200 TON		58.00	56,097.60	
1640	2122-5500110 PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 11 IN.	9,020.400 SY		82.00	739,672.80	
1650	2123-7450000 SHOULDER CONSTRUCTION, EARTH	103.000 STA		450.00	46,350.00	
1660	2210-0475290 MACADAM STONE BASE	40.000 TON		43.00	1,720.00	
1670	2304-0100000 DETOUR PAVEMENT	11,086.400 SY		82.00	909,084.80	
1680	2312-8260051 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	36.000 TON		58.00	2,088.00	

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SECTION: 0016 ROADWAY ITEMS - BRF-061-5(157)--38-82	SECTION TOTAL: \$4,698,088.65
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1690	2416-0101036 REMOVE AND REINSTALL CONCRETE PIPE APRONS LESS THAN OR EQUAL TO 36 IN.	2.000 EACH	4,000.00		8,000.00	
1700	2417-2307036 DRAIN, CORRUGATED METAL SLOTTED PIPE, 36 IN., W/6 IN. GRATE	130.000 LF	400.00		52,000.00	
1710	2417-5895018 BEVELED PIPE AND GUARD, 18 INCH	4.000 EACH	3,000.00		12,000.00	
1720	2422-1723018 CULVERT, UNCLASSIFIED ROADWAY PIPE, 18 IN. DIA.	450.000 LF	70.00		31,500.00	
1730	2422-1723024 CULVERT, UNCLASSIFIED ROADWAY PIPE, 24 IN. DIA.	44.000 LF	90.00		3,960.00	
1740	2510-6745850 REMOVAL OF PAVEMENT	16,330.100 SY	31.00		506,233.10	
1750	2520-3350015 FIELD OFFICE	1.000 EACH	106,575.00		106,575.00	
1760	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	4.000 EACH	150.00		600.00	
1770	2527-9263181 PAVEMENT MARKINGS REMOVED	313.000 STA	60.00		18,780.00	
1780	2527-9263190 SYMBOLS AND LEGENDS REMOVED	4.000 EACH	150.00		600.00	
1790	2527-9263209 PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	313.000 STA	65.00		20,345.00	

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SECTION: 0016 ROADWAY ITEMS - BRF-061-5(157)--38-82	SECTION TOTAL: \$4,698,088.65
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1800	2527-9263231 REMOVABLE TAPE MARKINGS, WET RETROREFLECTIVE	1,488.000 STA		235.00		349,680.00
1810	2527-9270112 GROOVES CUT FOR PAVEMENT MARKINGS	300.000 STA		50.00		15,000.00
1820	2528-2518000 SAFETY CLOSURE	3.000 EACH		150.00		450.00
1830	2528-3800000 MODULAR GLARE SCREEN SYSTEM	8,600.000 LF		6.00		51,600.00
1840	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	8,600.000 LF		11.00		94,600.00
1850	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	2.000 EACH		1,000.00		2,000.00
1860	2528-8445110 TRAFFIC CONTROL	LUMP SUM				227,750.00
1870	2528-8445113 FLAGGERS	50.000 EACH		1,035.00		51,750.00
1880	2528-9109020 TEMPORARY LANE SEPARATOR SYSTEM	625.000 LF		10.00		6,250.00
1890	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	100.000 CDAY		100.00		10,000.00
1900	2533-4980005 MOBILIZATION	LUMP SUM				475,000.00

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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1910	2548-0000100 MILLED SHOULDER RUMBLE STRIPS, HMA SURFACE	40.750 STA		43.00		1,752.25
1920	2548-0000110 ASPHALT EMULSION FOR FOG SEAL (SHOULDER RUMBLE STRIPS)	44.000 GAL		17.00		748.00
1930	2551-0000110 TEMP CRASH CUSHION	10.000 EACH		1,000.00		10,000.00
1940	2601-2634100 MULCHING	5.200 ACRE		600.00		3,120.00
1950	2601-2636043 SEEDING AND FERTILIZING (RURAL)	2.600 ACRE		900.00		2,340.00
1960	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	2.600 ACRE		300.00		780.00
1970	2602-0000030 SILT FENCE FOR DITCH CHECKS	336.000 LF		2.00		672.00
1980	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	336.000 LF		0.10		33.60
1990	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	336.000 LF		0.10		33.60
2000	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	11,170.000 LF		2.40		26,808.00

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SECTION: 0016 ROADWAY ITEMS - BRF-061-5(157)--38-82	SECTION TOTAL: \$4,698,088.65
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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2010	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	11,170.000 LF		0.01		111.70
2020	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH		600.00		600.00
2030	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH		1,200.00		1,200.00

Total Bid: \$18,787,151.66

CONTRACT PROVISIONS FOR
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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.

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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

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

actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with 29 CFR part 30, including any amendments thereto.

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

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

5. Compliance with Copeland Act requirements.

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

6. Subcontracts.

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment.

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

8. Compliance with Davis-Bacon and Related Act requirements.

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

9. Disputes concerning labor standards.

As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation.

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

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

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements.

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

2. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

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

4. Subcontracts.

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

5. Anti-retaliation.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

V. 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 this section 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 this section 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).

VI. 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).

VII. 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.'

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'participant,' 'person,' 'principal,' and 'voluntarily excluded,' as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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.

* * * * *

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

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

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

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

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

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

* * * * *

X. 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.

XI. 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

(40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302) 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 40 U.S.C. 14501 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.

General Decision Number: IA20260001 05/18/2026

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Counties of
Scott

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

CARP0004-006 01/01/2025

	Rates	Fringes
PILEDRIVERMAN.....	\$ 34.67	31.94
CARPENTER.....	\$ 34.67	31.94

CARP2158-003 06/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 39.31	29.89

ELEC0145-004 06/02/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	28.56
CABLE SPLICER.....	\$ 47.00	28.56

ENGI0150-011 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS:, GROUP 4: AIR COMPRESSOR (400 C.F.M. OR OVER); COMPACT LOADER (RUBBER TIRE, TRACK & UTILITY); ENGINE DRIVEN WELDING MACHINE; MECHANICAL HEATER (OTHER THAN STEAM BOILER); SMALL OUTBOARD MOTOR BOAT (SAFETY BOAT & LIFE BOAT); WATER PUMP (MORE THAN ONE WELL POINT PUMP).....	\$ 37.80	41.25

POWER EQUIPMENT OPERATORS:, GROUP 3: ARTICULATED OFF-ROAD HAUL UNIT; ASPHALT BOOSTER; BOILER (ENGINEER OR FIREMAN); CONVEYOR OVER 20 H.P.; DISTRIBUTOR; DRIVER ON TRUCK CRANE OR SIMILAR MACHINES; ELEVATOR; FARM-TYPE TRACTOR (WITHOUT POWER ATTACHMENT); FIREMAN & PUMP OPERATOR AT ASPHALT PLANT; FORKLIFT (LESS THAN 6000 LB. CAPACITY); GROUT PUMP; LIGHT PLANT; MECHANICAL BROOM; MUD JACK; SELF-PROPELLED ROLLER (OTHER THAN LISTED IN GROUP 2); STRADDLE CARRIER; TRENCH MACHINE (UNDER 40 H.P.).....\$ 38.85	41.25
POWER EQUIPMENT OPERATORS:, GROUP 2: ASPHALT HEATER-PLANER UNIT; ASPHALT PAVER; ASPHALT PAVER SCREED; ASPHALT PLANT; AUTOMATIC CURBING MACHINE; BACKFILLER (THROW BUCKET); BLASTHOLER SELF-PROPELLED ROTARY DRILL OR SIMILAR MACHINES; BOOM TRACTOR OR SIDE BOOM; BORING MACHINE (DIRECTIONAL, VERTICAL OR HORIZONTAL); BUILDING HOIST (1,2 OR 3 DRUMS); CAISSON AUGURING MACHINES; CENTRAL REDI-MIX PLANT; CHIP SPREADER; CLEANING & PRIMING MACHINE; COMBINATION BACKHOE FRONT END LOADER; COMBINATION CONCRETE FINISHING MACHINE AND FLOAT; CONCRETE BREAKER OR HYDRO-HAMMER; CONCRETE CONVEYOR OR PUMP; CONCRETE PAVER; CONCRETE SPREADER; CONCRETE WHEEL SAW (LARGE SELF-PROPELLED); CRUSHER (STONE, CONCRETE, ASPHALT, ETC.); CURING-TINNING MACHINE; DIPPER DREDGE CRANE MAN; DIPPER DREDGE OPERATOR; DUAL PURPOSE TRUCK (BOOM, WINCH, ETC.); EXCAVATOR; FARM-TYPE TRACTOR OPERATING SCOOP OR SCRAPER OR WITH POWER ATTACHMENT; FORKLIFT (6000 LB. CAPACITY); GRADER, MOTOR GRADER, MOTOR PATROL, AUTO GRADER, FORM GRADER, PULL GRADER, SUB GRADER, ELEVATING GRADER; GROUP EQUIPMENT GREASER; GUARD RAIL POST DRIVER; HOISTS; HYDRAULIC DREDGE LEVERMAN OR ENGINEER; HYDRO-VAC TRUCK MOUNTED OR PULL TYPE, AND SIMILAR EQUIPMENT; LASER SCREED; LOADER (TRACK, RUBBER TIRE OR ARTICULATED); LOCOMOTIVE ENGINEER; MECHANIC-WELDER; MECHANICAL LOADED LOG CHIPPERS OR SIMILAR MACHINES; MILLING MACHINE; MUCKING MACHINE; PILE DRIVER; PIPE BENDING; PUG MILL; ROAD WIDENER-SHOULDER SPREADER; SCRAPER (SELF-PROPELLED); SELF-PROPELLED ROLLER OR TIRE ROLLER (ON ASPHALT OR BLACKTOP), SHEEP FOOT OR PAD FOOT COMPACTOR; SHOVEL; SLIP FORM PAVER; STEEL TRACK-TYPE TRACTOR (DOZER, PUSH CAT, ETC.); TRANSFER OR SHUTTLE BUGGY; TRENCHING MACHINE (40 H.P. & OVER); WORK BOAT.....\$ 41.50	41.25
POWER EQUIPMENT OPERATORS:, GROUP 1: CRANE (FRICTION OR HYDRAULIC, REGARDLESS OF SIZE OR	

Predetermined Wage Rates

IA26-1.1

ATTACHMENTS); TOW OR PUSH BOAT.....\$ 43.50	41.25
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IRON0111-001 07/01/2024

	Rates	Fringes
IRONWORKER.....\$ 37.50		30.99

LAB00309-005 01/01/2024

	Rates	Fringes
LABORERS: GROUP 3 (SCOTT COUNTY) CONCRETE SPECIALIST (ALL WORK RELATING TO BUT NOT LIMITED TO POURING, STRIKING OF & FINISHING ALL CONCRETE SURFACES).....\$ 34.90		23.60
LABORERS: GROUP 2 (SCOTT COUNTY) ASPHALT RAKER OR LUTEMAN; PIPE SETTER ON SEWER OR WATER MAIN; GUNNITE NOZZLE MAN; ASPHALT OR CONCRETE CURB MACHINE OPERATOR; CONCRETE BURNING MACHINE OPERATOR; & CORING MACHINE OPERATOR; HAZARDOUS WASTE WORKER; ASBESTOS ABATEMENT WORKER.....\$ 34.27		23.60
LABORERS: GROUP 1 (SCOTT COUNTY) FLAGMAN; DUMPMAN; SPOTTER; BROOM MAN; LANDSCAPER; PLANTING & REMOVAL OF TREES; FENCING LABORERS; CLEANING OF FORMS OR LUMBER (IN BONE YARD); LAYING OF SOD; MOVING AND/OR MAINTENANCE OF FLARES & BARRICADES; OPERATION OF ALL HAND, ELECTRIC, AIR, HYDRAULIC OR MECHANICALLY POWERED TOOLS UNDER THE THE LABORERS' INCLUDING JACKHAMMER, TAMPER, AIR SPADE, AUGER, CONCRETE SAW, CHAIN SAW, UTILITY SAW, ROCK DRILL, VIBRATOR; MORTAR MIXER; POWER & HAND SAW (WHEN CLEARING TIMBER); GENERAL LABORER; MATERIAL HANDLER; FORM HANDLER; CONCRETE DUMPER; PUDDLER; EXPLOSIVES HANDLER; CENTER STRIP HANDLER & INSTALLER; PRIME MOVER OR ANY MECHANICAL DEVICE TAKING THE PLACE OF CONCRETE BUGGY OR WHEELBARROW; SANDPOINT SETTER; ASPHALT KETTLEMAN; SHEETING HAMMER DRIVER; LAYING & JOINTING OF TELEPHONE CONDUIT; GAS DISTRIBUTION MAN; PIPE SETTER ON LATERAL, DRAIN TILE, CULVERT PIPE & STORM SEWER; CATCH BASIN LEAD; CATCH BASIN; MANHOLES; BATCH DUMPER; TANK CLEANER; COFFERDAM WORKER; BANKMAN ON FLOATING PLANT; JOINTMAN WITH PIPELAYER; BACK-UP MAN (CORKER, JOINT MAKER) WITH PIPE SETTER ON SEWER & WATER MAIN; BATTERBOARD MAN OR LASER OPERATOR ON SEWER & WATER MAIN; LABORER IN DITCH OR TUNNEL, ON SEWER OR WATER MAIN & TELEPHONE CONDUIT, CUTTERS; BURNERS; TORCHMAN; GRAVEL BOX MAN; ASPHALT PLANT; CONCRETE PLANT; DECK HAND; UNLOADING OF STEEL & REBAR; & WRECKING LABORERS.....\$ 33.77		23.60

PAIN0081-001 05/01/2024

	Rates	Fringes
PAINTERS: SPRAY, STRUCTURAL STEEL AND SANDBLASTING, INDUSTRIAL.....	\$ 31.82	19.05
PAINTERS: SIGN PAINTERS.....	\$ 28.05	19.05
PAINTERS: ELEVATED TANKS, BRIDGES, STACKS FLAG POLES, MFG, VESSELS (INTERIOR AND EXTERIOR SURFACES.)	\$ 33.32	19.05
PAINTERS: DRYWALL TAPER.....	\$ 31.82	19.05
PAINTERS: BRUSH & ROLLER.....	\$ 31.32	19.05

PLAS0018-020 01/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (SCOTT COUNTY).....	\$ 33.12	28.39

TEAM0371-001 07/01/2025

	Rates	Fringes
TRUCK DRIVERS: GROUP 5 (SCOTT COUNTY) DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK FOOTNOTE: A. PENSION: \$52.80 PER DAY.....	\$ 47.71	16.11
TRUCK DRIVERS: GROUP 4 (SCOTT COUNTY) OIL DISTRIBUTORS, LOWBOYS FOOTNOTE: A. PENSION: \$52.80 PER DAY.....	\$ 46.60	16.11
TRUCK DRIVERS: GROUP 3- 2, 3, AND 4 AXLES HAULING 16 TONS OR MORE, WATER PULLS, 5 AXLES OR MORE COMBINATION UNITS, WATER PULLS, ARTICULATED DUMP TRUCKS FOOTNOTE: PENSION: \$52.80 PER DAY IN ADDITIONAL FRINGE BENEFITS.....	\$ 46.25	16.11
TRUCK DRIVERS: GROUP 2- 2 OR 3 AXLE TRUCKS HAULING MORE THAN 9 TONS BUT HAULING LESS THAN 16 TONS. A-FRAME WINCH TRUCKS, OR SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES. FORKLIFTS OVER 6,000 LB CAPACITY, WINCH TRUCKS, FOUR AXLE COMBINATION UNITS, HYDROLIFT TRUCKS, VACTOR TRUCKS OR SIMIOLAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES. FOOTNOTE: PENSION: \$52.80 PER DAY IN ADDITIONAL FRINGE BENEFITS	\$ 45.93	16.11
TRUCK DRIVERS: GROUP 1 (SCOTT COUNTY) DRIVERS ON 2 AXLE TRUCKS HAULING LESS THAN 9 TONS , AIR COMPRESSOR AND WELDING MACHINES AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE UNITS, WAREHOUSEMEN, GREASERS AND TIREMEN, PICK- UP-TRUCKS WHEN HAULING MATERIAL, TOOLS OR MEN TO AND FROM AND ON THE JOB SITE, AND FORKLIFTS UP TO 6,000 LB CAPACITY FOOTNOTE: A. PENSION: \$52.80 PER DAY..	\$ 45.35	16.11

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

Doc Express® Document Signing History

Contract: 82-0615-153 Document: BO 010 82-0615-153 260721 CONTRACT

Date	Signed By
08/02/2026	Brian Jacob Cramer and Associates, Inc. Digital Signature (Signed by Contractor)
08/03/2026	Mary Thompson Iowa DOT Electronic Signature (Checked by Contracts & Specifications Bureau)
08/03/2026	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts & Specifications Bureau)
08/03/2026	Mary Thompson Iowa DOT Electronic Signature (Marked Completed by Contracts & Specifications Bureau)