Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
*Bureau of Construction and Materials*

Phone: 785-296-3576
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

FEDERAL PROJECT NUMBER: **CRP-N080(601)**

STATE PROJECT NUMBER: **087 N 0806-01**

DBE GOAL FOR THIS CONTRACT IS **2.00%**

## LETTING DATE WEDNESDAY 09/17/2025

PROPOSAL NUMBER: **525092625**

CALL ORDER NUMBER: **262**

COUNTY: **SEDGWICK**

KDOT CONSTRUCTION OFFICE: **WICHITA-HILLSIDE**

## FUND TYPE: FEDERAL

## PROJECT DESCRIPTION

PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

CONTRACT TIME IN WORKING DAYS
**(45)**

**Earliest Start Date:** ***
**Latest Start Date:** MARCH 02, 2026

## KANSAS DEPARTMENT OF TRANSPORTATION

**As Agent for CITY OF BEL AIRE, Kansas**

## CONTRACT

**This Agreement,** Entered into this day of 10/24/2025 by the Secretary of Transportation of the State of Kansas, as agent for **CITY OF BEL AIRE**, Kansas, and under the provision of a certain contract entered into between **CITY OF BEL AIRE**, Kansas, and the Secretary of Transportation, dated 10/24/2025, referred to as Secretary, and **06836 PRADO CONSTRUCTION LLC, VALLEY CENTER, KS, 67147-8111** and his -- her -- their -- heirs, executors, administrators, successors, or assigns, referred to as Contractor, for the construction of the project:

No. **087 N 0806-01 / CRP-N080(601)** County **SEDGWICK**

**The parties agree,** that for the consideration stated in the contract furnish all labor and material required to perform and complete in a workmanlike manner all the work in conformity with the plans and specifications as required by the terms of this contract. The parties understand and agree the essential contract documents for this contract are the attached proposal, contract form and contract bond, specifications which include, but are not limited to, the 2015 Standard Specifications for State Road and Bridge Construction, special provisions and general and detailed plans which are incorporated and made a part of the contract.

**SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS**

By Greg Schieber Digitally signed by Greg Schieber DN: CN=Greg Schieber, O=Kansas Department of Transportation, L=Topeka, S=Kansas, C=US Date: 2025.10.08 16:43:11-05'00'

Title **Deputy Secretary and State Transportation Engineer**

**Contractor** **06836 PRADO CONSTRUCTION LLC**

By [signature]

Title Owner/Presider

# KANSAS DEPARTMENT OF TRANSPORTATION

## CONTRACT BOND

We, PRADO CONSTRUCTION LLC VALLEY CENTER, KS 67147-8111 as Principal and PHILADELPHIA INDEMNITY INSURANCE COMPANY duly authorized to transact the business of suretyship in the State of Kansas, as Surety, are held and firmly bound to the State of Kansas for $588,362.04 dollars, to be paid to the Secretary of Transportation of the State of Kansas, and under which payment we bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally by this contract.

CONDITIONS OF THIS OBLIGATION:

The Principal has entered into a contract with the Secretary of Transportation of the State of Kansas, dated this day of 10/24/2025, for the construction of certain improvements, known as project: **087 N 0806-01 / CRP-N080(601)** SEDGWICK County PEDESTRIAN AND BICYCLE PATHS

PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

This obligation shall remain in effect until the principal fully and faithfully performs all of the following:

1. Complete all requirements and execute the work under the provisions of said contract, the plans, specifications, and any contract modifications made within specifications' time limits which may be made without notice to or consent of the surety;

2. Perform all project operations agreed to by the Principal within the contract time limit in said contract of within any additional time granted by the Secretary of Transportation of the State of Kansas;

3. Pay all indebtedness incurred for supplies, materials or labor furnished, used in the construction of the project, including but not limited to gasoline, lubricating oils, fuel oils, greases, coal and similar items used in directly carrying out the provisions of the contract;

4. Indemnify and compensate the Secretary of Transportation of the State of Kansas for any loss, cost, damage or expense, for wich it may suffer or be held responsible, due to any negligence, defective condition, default, failure or miscarriage in the performance of the contract whether by the Principal, subcontractor or otherwise.

Signed and Sealed this day of 10/22/2025.

PRADO CONSTRUCTION LLC
Principal.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Surety.

[Seal]

(Note Certified copy of Resolution of Power of Attorney authorizing the execution of this instrument on behalf of the Surety must be attached.)

PB12478100079

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Dustin Eils, Todd Eils, and Matthew Smith of Eils & Associates Insurance Group its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22 day of October, 2025.

Edward Sayago, Corporate Secretary
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

# KANSAS DEPARTMENT OF TRANSPORTATION

## REQUIRED CONTRACT PROVISION
## CERTIFICATION - BOYCOTT OF ISRAEL PROHIBITED

In accordance with K.S.A. 75-3740f (Supp. 2018), the State of Kansas shall not enter into a contract with any Company to acquire or dispose of goods or services, including without limitation supplies, information technology or construction, with an aggregate price of more than $100,000 unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State. 50 USC 4607 prohibits any United States person engaged in interstate or foreign commerce from boycotting or taking actions that further or support "any boycott fostered or imposed by a foreign country against a country which is friendly to the United States", with limited exceptions.

Following award of the contract to the Contractor, the Contractor shall certify that the Contractor is not currently engaged in a boycott of goods or services from Israel. KDOT shall provide a copy of the Contractor Required Contract Provision 07-01-17-R01 (Certification) along with the contract and contract bond. Sign and return to KDOT the Certification, the contract and contract bond. The Secretary will not sign the contract until the Contractor has provided the Certification and other documents required in **subsection 103.4**.

If the Contractor fails to submit the required Certification and other documents required in **subsection 103.4**, the Secretary will cancel the award of contract to that Contractor and either re-award the contract to the next lowest, responsible and responsive Bidder or re-let the Project, and the Contractor shall forfeit its Bid Bond in accordance with **subsection 103.5**.

As a Contractor entering into a construction contract with the Secretary of Transportation, as the principal contracting party for the State of Kansas or as the agent for a disclosed Local Public Authority, it is hereby certified that the Contractor listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f (Supp. 2018).

Signature — 10/22/2025
Date

Genaro Prado
Printed Name and Title of Person Signing

PRADO CONSTRUCTION LLC 06836
Contractor

087 N 0806-01 / CRP-N080(601)
Project No.

# KANSAS DEPARTMENT OF TRANSPORTATION

## REQUIRED CONTRACT PROVISION
## POLICY AGAINST SEXUAL HARASSMENT

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows;

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5 Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation**

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name / Contractor ID: PRADO CONSTRUCTION LLC / 06836

By: ______________________ 10/22/25
Signature Date

Genaro Prado
Printed Name

Owner/President
Title

087 N 0806-01 / CRP-N080(601)
Project No.

# 087 N 0806-01 CRP-N080(601)

# CONTRACT PROPOSAL

# DOT Form No. 202 Rev. 02/19

**Contract ID: 525092625**

1. The Secretary of Transportation of the State of Kansas [Secretary] will accept only electronic internet proposals from prequalified contractors for construction, improvement, reconstruction, or maintenance work in the State of Kansas, said work known as Project No.:

**087 N 0806-01 / CRP-N080(601)**

The general scope, location and net length are:

**PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.**

2. This is the Proposal of **06836 PRADO CONSTRUCTION, LLC** [Contractor] to complete the Project for the amount set out in the accompanying Unit Prices List.

3. The Contractor makes the following ties and riders as part of its Proposal in addition to state ties, if any:

4. Contractors and other interested entities may examine the Bidding Proposal Form/ Contract Documents (see paragraph 11 below) at the County Clerk's Office in the County in which the Project is located and at the Kansas Department of Transportation [KODT] Bureau of Construction and Materials, Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603. Contractors may examine and print the Bidding Proposal Form/Contract Documents by using KDOT's website at http://www.ksdot.org and choosing the following selections: "Doing Business", "Bidding & Letting" and "Proposal Information",and using the links provided in the Project information for this project. KDOT will not print and mail paper copies of Proposal Forms. Contractors shall notify KDOT of their intent to bid as a prime contractor by identifying themselves as a Bid Holder on the website above. Contractors shall furnish this notice no later than the close of business on the Monday preceding the scheduled Letting Date. For a fee, Contractors and other interested entities may order paper copies of the KDOT Standard Specifications for State Road and Bridge Construction, 2015 Edition, [Standard Specifications] by using KDOT's website of http://www.ksdot.org and choosing the following selections: "Doing Business", "Bidding & Letting" and "Specifications".

5. Contractors shall use the AASHTO's Project Bids software in combination with the electronic bidding system file created for the Project with Project Bids software [EBSX file] to generate an electronic internet proposal. The Project Bids software and Project EBSX file are available on Bid Express' website at http://www.bidx.com.

6. Contractors shall only use the Project Bids software to create a proposal and submit an electronic internet proposal to KDOT using the Bid Express website at http://www.bidx.com.

7. The KDOT Bureau of Construction and Materials will only accept electronic internet proposals on-line using Bid Express until 1:00 P.M. Local Time on the Letting Date. KDOT will open and read these proposals at the Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603 at 3:00 P.M. Local Time on the Letting Date. An Audio Broadcast of the Bid Letting is available at http://www.ksdot.org/burconsmain/audio.asp.

8. The Contractor shall execute a contract for the proposed work within ten (10) business days after notice of the award of the contract.

9. The contractor shall complete work to open the project to unrestricted traffic within _35_ Restricted Days and shall complete the work within the total Contract Working Days of _45_.

10. The Contractor shall complete the Project according to the plans, Standard Specifications, provisions identified in the Special Provision List and all other Contract Documents identified in Standard Specifications subsection 101.3

11. The undersigned declares that the Contractor has carefully examined the Bidding Proposal Form for the Project. The Contractor understands the following:

A. The Bidding Proposal Form consists of the following documents: the Project EBSX files on the Bid Express website (which includes DOT Form 202, required contract provisions, and the Unit Prices List), special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, any addenda, all questions and answers posted on the Bid Express website, and any amendments the Secretary provides for the Project. The Contractor can obtain these documents at KDOT's website (see paragraph 4).

B. The special provision list identifies all required contract provisions, project special provisions and special provisions that apply to the Project.

C. The Bidding Proposal form becomes the Contractor's Proposal after the Contractor completes the EBSX file, electronically signs the Proposal where required on DOT Form 202, and submits the completed EBSX file documents and bid bond to KDOT using Bid Express. The special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, all questions and answers posted on the Bid Express website, and any addenda are incorporated by reference into the Proposal. These documents are part of the Contractor's Proposal.

D. In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the contents of the Proposal or the procurement process.

12. The Contractor has inspected the actual location of the work. The Contractor has determined the availability of materials. The Contractor has evaluated all quantities and conditions. In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the scope of the work.

13. SPECIAL PROVISIONS REQUIRING INFORMATION. The following Required Contract Provisions (I-XVI) require the Contractor to furnish information. The current versions of these provisions are contained in the Project EBSX file. Some or all of these apply to the Project as indicated in the Special Provision List. The Contractor shall complete these provisions within the EBSX file. When these documents are required, the Secretary will reject proposals that fail to contain completed Provisions I, II, III or IV in the EBSX file, and may reject proposals that fail to contain completed Provisions V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, or XVI in the EBSX file.

| | | |
|---|---|---|
| I. | 08-10-66 | Certification-Noncollusion & History of Debarment |
| II. | 04-30-82 | Certification-Financial Prequalification Amount |
| III. | 04-26-90 | Declaration-Limitations on Use of Federal Funds for Lobbying |
| IV. | 07-19-80 | DBE Contract Goal |
| V. | 08-04-92 | Certification-Contractual Services with a Current Legislator or a Current Legislator's Firm |
| VI. | 10-10-00 | Price Adjustment for Fuel |
| VII. | 08-08-01 | Furnishing and Planting Plant Materials |
| VIII. | 06-01-06 | Price Adjustment for Asphalt Material |
| IX. | 05-18-07 | Repair (Structures) |
| X. | 08-31-09 | Price Adjustment for Emulsified Asphalt |
| XI. | 11-15-17 | Electric Lighting System Unit Cost |
| XII. | 04-06-09 | ITS Unit Cost |
| XIII. | 08-17-16 | Water System Unit Cost |
| XIV. | 06-19-19 | Sanitary Sewer System Unit Cost |
| XV. | 01-01-18 | Smart Work Zone System Unit Cost |
| XVI. | 01-01-11 | Kansas Department of Revenue Tax Clearance Certificate |

14. The funding source for this Project is FEDERAL/CITY. On Projects involving City or County funds, the Secretary acts as the Agent of the City or County and as the administrator of federal or state funds. Each governmental entity's responsibilities are described in a contract between the entities which is available on request.

15. FEDERAL AID DOCUMENTS INCLUDED IN PROPOSAL. If the Project is supported in whole or in part by Federal funds, the latest revisions of the following provisions (I - VI) also apply to the Project. These documents are not included in the Project EBSX file but are accessible on KDOT's website and incorporated by reference into the proposal like other provisions and the exploratory work documents.

| | | |
|---|---|---|
| I. | 11-03-80 | Affirmative Action For EEO |
| II. | 11-15-96 | Affirmative Action & EEO Policies |
| III. | 09-06-94 | U.S. DOT Fraud Hotline |
| IV. | FHWA-1273 | Federal-Aid Required Contract Provisions |
| V. | 03-10-06 | Use of DBE As Aggregate Supplier/Regular Dealer |
| VI. | 07-18-80 | Use of DBE |

16. The Secretary reserves the right to reject any and all proposals and to waive any or all technicalities.

17. SIGNATURE SECTION:

A. Electronic Internet Proposal

The person submitting the electronic internet Proposal, on the Contractor's behalf, shall be the person whose digital identification is used to submit this Proposal. That person shall complete paragraphs B and C. The person whose digital identification is used to electronically sign this Proposal binds the Contractor to this Proposal and binds the named individual to the certification in paragraph B.

B. Certification

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE SPECICIAL PROVISIONS REFERENCED IN PARAGRAPH 13) IS TRUE AND CORRECT.

EXECUTED ON 09/17/2025

C. Signature

Number of company or joint venture: 06836

Name of company or joint venture: PRADO CONSTRUCTION, LLC

Name of person signing: Genaro Prado

Title of the person signing: President

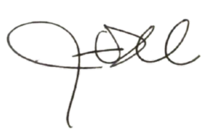
Signature: Electronic Internet Proposal

RELEASED FOR CONSTRUCTION:

Date: 10/24/2025

________________________________________

Chief of Construction and Materials



STATE PROJECT NO: 087 N 0806-01 STATE CONTRACT NO: 525092625

FEDERAL PROJ NO. CRP-N080(601)

PRIMARY DISTRICT: 5 PRIMARY COUNTY: SEDGWICK

DESCRIPTION: PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

| PROVISION NO. | DESCRIPTION |
|---|---|
| 08-10-66-R05 | REQUIRED CONTRACT PROVISION-NONCOLLUSION / HISTORY-DEBARMENT |
| 04-30-82-R07 | REQUIRED CONTRACT PROVISION-FINANCIAL PREQUALIFICATION |
| 08-04-92-R03 | REQUIRED CONTRACT PROVISION-CONTRACTUAL SERVICES-LEGISLATOR |
| 04-26-90-R05 | REQUIRED CONTRACT PROVISION-LIMITS OF FED FUNDS FOR LOBBYING |
| 07-19-80-R13 | REQUIRED CONTRACT PROVISION-DBE CONTRACT GOAL |
| 11-03-80-R09 | REQUIRED CONTRACT PROVISION-NOTICE FOR AFFIRMATIVE ACTION |
| 11-15-96-R06 | REQUIRED CONTRACT PROVISION-EEO REQUIREMENT |
| 07-01-17-R1 | REQUIRED CONTRACT PROVISION - BOYCOTT OF ISRAEL PROHIBITED |
| 12-17-20 | REQUIRED CONTRACT PROVISION-NDAA 889 TELECOMM PROHIBITION |
| KS20250147 | MINIMUM WAGE RATE (SEDGWICK COUNTY) |
| 09-06-94-R01 | NOTICE TO CONTRACTORS (USDOT HOTLINE) |
| 01-01-11-R01 | REQUIRED CONTRACT PROVISION-TAX CLEARANCE CERTIFICATE |
| FHWA-1273 | REQUIRED CONTRACT PROVISION-FEDERAL-AID CONSTRUCTION CONTRACTS |
| 07-18-80-R29 | REQUIRED CONTRACT PROVISION-UTILIZATION OF DBE'S |
| 15-ER-1-R22 | ERRATA SHEET FOR STD SPEC BOOK FOR RD & BR CONST, 2015 ED |
| 03-01-18 | POLICY AGAINST SEXUAL HARASSMENT |
| 15-01002 | INFORMATION TO CONTRACTORS (STATUS OF UTILITIES) |
| 15-01004 | SALES TAX EXEMPTION |
| 15-01011-R06 | ENVIRONMENTAL CONCERNS - MIGRATORY BIRD TREATY ACT |
| 15-01016-R04 | PROSECUTION AND PROGRESS |
| 15-01018-R01 | CONTROL OF MATERIALS |
| 15-01019-R02 | CONTROL OF WORK |
| 15-01021-R03 | BIDDING REQUIREMENTS AND CONDITIONS |
| 15-01022-R04 | SCOPE OF WORK |
| 15-01023 | BIDDING REQUIREMENTS AND CONDITIONS |
| 15-01024 | AWARD AND EXECUTION OF CONTRACT |
| 15-04002-R01 | STRUCTURAL CONCRETE |
| 15-04003 | ON GRADE CONCRETE |
| 15-04005-R04 | GENERAL CONCRETE |
| 15-07004-R02 | STRUCTURAL METALS FABRICATION |
| 15-08010-R01 | PERMANENT SIGNING |
| 15-08015 | CONTRACTOR CONSTRUCTION STAKING |
| 15-08019-R02 | WORK ZONE TRAFFIC CONTROL & SAFETY |
| 15-08020-R01 | DURABLE PAVEMENT MARKING |
| 15-08022-R01 | PIPE AND END SECTIONS |

STATE PROJECT NO: 087 N 0806-01 STATE CONTRACT NO: 525092625

FEDERAL PROJ NO. CRP-N080(601)

PRIMARY DISTRICT: 5 PRIMARY COUNTY: SEDGWICK

DESCRIPTION: PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

| PROVISION NO. | DESCRIPTION |
|---|---|
| 15-09002-R05 | STORMWATER POLLUTION MANAGEMENT |
| 15-09003-R02 | MULCHING |
| 15-09004-R01 | TEMPORARY EROSION AND SEDIMENT CONTROL/SEEDING |
| 15-09006 | MULCHING |
| 15-11001-R04 | STONE FOR RIPRAP, DITCH LINING AND OTHER MISCELLANEOUS USES |
| 15-11003-R04 | AGGS FOR CONCRETE NOT PLACED ON GRADE |
| 15-11004-R02 | AGGREGATE FOR ON GRADE |
| 15-11009-R03 | AGGREGATES FOR BACKFILL |
| 15-13001-R01 | MASONARY BRICK |
| 15-13002 | PAVING BRICKS for SOLID INTERLOCKING PAVING |
| 15-14001-R01 | AIR-ENTRAINING ADMIXTURES FOR CONCRETE |
| 15-14002 | SHEET MATERIALS FOR CURING CONCRETE |
| 15-14003 | LIQUID MEMBRANE FORMING COMPOUNDS |
| 15-15002 | PREFORMED EXPANSION JOINT FILLER FOR CONCRETE |
| 15-15004 | COLD APPLIED CHEMICALLY CURED JOINT SEALANT |
| 15-16001-R01 | STRUCTURAL STEEL TUBING |
| 15-16002-R03 | STEEL SIGN POSTS |
| 15-16003-R01 | STEEL WIRE & WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT |
| 15-16007-R02 | STEEL FASTENERS |
| 15-16009 | HELICAL REINFORCEMENT |
| 15-17006-R02 | FIBROUS REINFORCEMENT FOR CONCRETE |
| 15-17007-R02 | GEOSYNTHETICS |
| 15-17011-R01 | DETECTABLE WARNING SURFACE PANEL |
| 15-19005-R04 | USES OF PIPE |
| 15-20001-R02 | PORTLAND CEMENT AND BLENDED HYDRAULIC CEMENT |
| 15-20002 | HYDRATED LIME |
| 15-20004-R01 | FLYASH FOR USE IN CONCRETE |
| 15-20005 | SILICA FUME |
| 15-20006 | SLAG CEMENT FOR USE IN CONCRETE AND MORTAR |
| 15-21001 | SEEDS |
| 15-21002 | MULCH TACKING SLURRY |
| 15-22001-R01 | THERMOPLASTIC |
| 15-22003-R02 | MULTI - COMPONENT LIQUID PAVEMENT MARKING MATERIAL |
| 15-22005-R03 | IMAGE SYSTEMS |
| 15-22006-R01 | RETROREFLECTIVE SHEETING |

STATE PROJECT NO: 087 N 0806-01
STATE CONTRACT NO: 525092625

FEDERAL PROJ NO. CRP-N080(601)

PRIMARY DISTRICT: 5
PRIMARY COUNTY: SEDGWICK

DESCRIPTION: PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

| PROVISION NO. | DESCRIPTION |
|---|---|
| 15-22008-R01 | PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL |
| 15-22011 | ROLL-UP SIGNS |
| 15-22014 | HIGH DURABILITY PAVEMENT MARKING MATERIAL |
| 15-23001-R03 | WOOD POSTS |
| 15-23003 | FIELD HANDLING AND PRESERVATIVE TREATMENT OF WOOD PRODUCTS |
| 15-25001-R07 | PART V |
| 15-26001-R12 | MATERIALS CERTIFICATIONS |

END OF SPECIAL PROVISION LIST

# REQUIRED CONTRACT PROVISION - 08-10-66-R05 (Rev. 07/05)

# CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT

# K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

**NONCOLLUSION**

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

**HISTORY OF DEBARMENT**

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacitiy of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;

2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;

3. Do not have a proposed debarment pending;

4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and

5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and

6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

Answer 'Yes' if there are exceptions to the above described circumstances. Answer 'No' if there are no exceptions.

○ **Yes** ◉ **No**

The exceptions, if any, are:

# REQUIRED CONTRACT PROVISION - 04-30-82-R07 (Rev. 01/11)

## CERTIFICATION - FINANCIAL PREQUALIFICATION AMOUNT

Select the appropriate response below to indicate whether this Proposal exceeds the Contractor's financial prequalification amount. The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

I understand that I may be required to identify the outstanding contract and subcontract work of my firm, association or corporation on DOT Form 284 prior to an award of contract. Unless I obtain approval, I understand that the Secretary may reject this Proposal if the dollar value of work on this Contract combined with unearned amounts on our unfinished contract and subcontract work exceeds our prequalification amount.

I certify that the amount of this Proposal plus the total unearned amount of other contracts with the Kansas Department of Transportation plus the unearned amount of all other contracts in this state or other states ○ **exceeds** ◉ **does not exceed** the financial prequalification amount of our firm, association or corporation. I also certify that our firm, association or corporation has the financial ability to do the work.

If this Proposal exceeds the financial prequalification amount, I certify that I obtained approval to submit this bid from the KDOT representative I have listed below. (Prior approval to exceed the prequalification limit may be made by telephone or personal contact).

KDOT Approval Granted by:

KDOT Approval Date:

# REQUIRED CONTRACT PROVISION - 08-04-92-R03 (Rev. 07/05)

## CERTIFICATION - CONTRACTUAL SERVICES WITH A CURRENT LEGISLATOR OR A CURRENT LEGISLATOR'S FIRM

Select the appropriate response below to indicate whether this contract is with a legislator or a firm in which a legislator is a member. The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

Kansas Law, K.S.A. 46-239(c), requires this agency to report all contracts entered into with any legislator or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The Contractor certifies that:

This Contract ○ **is** ◉ **is not** with a legislator or a firm in which a legislator is a member. That Legislator is:

Name:

Address:

City State Zip:

Business Telephone:

# REQUIRED CONTRACT PROVISION- 04-26-90-R05 (Rev. 07/13)

## DECLARATION

## LIMITATIONS ON USE OF FEDERAL FUNDS FOR LOBBYING

## PURSUANT TO 31 U.S.C. 1352

The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

DEFINITIONS:

1. Designated Entity: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.

2. Federal Grant: an award of financial assistance by the Federal government. (Federal Aid Highway Program is considered a grant program.)

3. Influencing (or attempt): making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of a Federal contract or Federal grant.

4. Person: an individual, corporation, company, association, authority, firm, partnership, society, State or local government.

5. Recipient: all contractors, subcontractors, subgrantees, at any tier, and other persons receiving funds in connection with a Federal grant.

EXPLANATION:

As of December 23, 1989, 31 U.S.C. section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this law, recipients of Federal grants shall not use appropriated funds to pay any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant or the extension, continuation, renewal, amendment or modification of a Federal grant. These restrictions apply to contracts and grants exceeding $100,000.00. Federal law requires submission of this declaration. If a recipient fails to file the declaration or amend a declaration, the recipient shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure. If the recipient uses appropriated Federal funds to influence or to attempt to influence a designated entity contrary to this provision, the recipient shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such payment.

CERTIFICATIONS:

I certify that the Contractor recipient (including its owners, partners, directors, officers, or principals) has not paid and will not pay federally appropriated funds to any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant, or the extension, continuation, renewal, amendment or modification of a Federal grant.

Answer 'Yes' if a person registered under the Lobbying Disclosure Act of 1995 (Registrant) has made lobbying contacts on the Contractor recipient's behalf with respect to this contract. Answer 'No' if no Registrant has lobbied on the Contractor recipient's behalf with respect to this contract.

○ **Yes** ◉ **No**

The Registrants, if any, are:

I certify that the Contractor recipient will report payments made to a person for influencing or attempting to influence a designated entity, that come from funds other than appropriated Federal funds. The Contractor recipient shall report such payments on Form LLL "DISCLOSURE FORM TO REPORT LOBBYING" according to the instructions and may obtain Form LLL from the KDOT Bureau of Construction and Materials.

I certify that, if information contained in this DECLARATION changes, the Contractor recipient will amend the DECLARATION within 30 days of the change(s).

I certify that the Contractor recipient will provide to and require subcontractors to sign a like DECLARATION, if the subcontract work exceeds $100,000.00.

The Contractor recipient understands that this declaration is a material representation of fact and the Secretary will have relied upon this declaration in entering into a contract with the Contractor recipient.

___________________________________________________________

NOTE: This Reporting requirement does not apply to payments made to the recipient's regular employees and contracts, subcontracts, and grants less than $100,000.00.

# REQUIRED CONTRACT PROVISION - 01-01-11-R01 (Rev. 07/13)

## TAX CLEARANCE CERTIFICATE

Answer 'Yes' if the Contractor has a current Tax Clearance Certificate. Answer 'No' if the Contractor does not have a current Tax Clearance Certificate.

(•) **Yes** ( ) **No**

Insert the Tax Clearance Confirmation Number if available at the time of bidding:

CTCY-MNGJ-C3SS

Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR] at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. **The Secretary will reject the Contractor's Proposal as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of the contract award.**

To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at **http://www.ksrevenue.org/taxclearance.htm.** The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on on-line applications are generally available the following business day.

After the Contractor obtains the Tax Clearance Certificate, the Contractor shall insert on this Required Contract Provision the Confirmation Number contained in the Certificate or the Contractor shall submit a copy of the Tax Clearance Certificate to the KDOT Bureau of Construction and Materials by hand delivery, mail, e-mail or fax. Before awarding a contract, the Bureau of Construction and Materials will authenticate the Certificate through the Confirmation Number inserted on this Required Contract Provision or contained on the Certificate submitted.

If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at **785-296-3199** to determine why KDOR failed to issue the certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the State of Kansas may assess.

Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the Secretary approves them for subcontract work. The Contractor shall submit to the KDOT Field Office the Subcontractor's Tax Clearance Certificate with KDOT Form 259, Request for Approval of Subcontractor.

| Line Number | Item Number | Quantity | Unit | Unit Price | Extension Price |
|---|---|---|---|---|---|
| Section 01<br>COMMON ITEMS | | | | | |
| 1 | 020100<br>CONTRACTOR CONSTRUCTION STAKING / | 1.000 | LS | $14,200.000 | $14,200.00 |
| 2 | 025323<br>MOBILIZATION / | 1.000 | LS | $45,000.000 | $45,000.00 |
| 3 | 070626<br>MOBILIZATION (DBE) / | 1.000 | LS | $1,000.000 | $1,000.00 |
| 4 | 025324<br>TRAFFIC CONTROL / | 1.000 | LS | $4,034.000 | $4,034.00 |
| 5 | 012340<br>FOUNDATION STABILIZATION (SET PRICE) / | 1.000 | CUYD | $40.000 | $40.00 |
| 6 | 070580<br>FLAGGER (SET PRICE) / | 1.000 | HOUR | $30.000 | $30.00 |
| Section 01 Total | | | | | $64,304.00 |
| Section 02<br>ROAD ITEMS | | | | | |
| 7 | 025361<br>CLEARING AND GRUBBING / | 1.000 | LS | $20,000.000 | $20,000.00 |
| 8 | 012410<br>COMMON EXCAVATION (RURAL SMALL) / | 3118.000 | CUYD | $10.000 | $31,180.00 |
| 9 | 012334<br>COMPACTION OF EARTHWORK (TYPE AA) (MR-3-3) / | 849.000 | CUYD | $2.000 | $1,698.00 |
| 10 | 025041<br>SIDEWALK CONSTRUCTION ( 6") (AE) / | 6562.000 | SQYD | $60.000 | $393,720.00 |
| 11 | 022625<br>SIDEWALK RAMP / | 121.000 | SQYD | $195.000 | $23,595.00 |
| 12 | 050301<br>CROSS ROAD PIPE ( 12") (RCP) / | 26.000 | LNFT | $110.000 | $2,860.00 |
| 13 | 050501<br>CROSS ROAD PIPE ( 18") (RCP) / | 24.000 | LNFT | $115.000 | $2,760.00 |
| 14 | 050901<br>CROSS ROAD PIPE ( 30") (RCP) / | 32.000 | LNFT | $130.000 | $4,160.00 |
| 15 | 054501<br>END SECTION ( 12") (RC) / | 2.000 | EACH | $800.000 | $1,600.00 |
| 16 | 054551<br>END SECTION ( 18") (RC) / | 1.000 | EACH | $800.000 | $800.00 |
| 17 | 054651<br>END SECTION ( 30") (RC) / | 2.000 | EACH | $1,000.000 | $2,000.00 |
| 18 | 024048<br>RIPRAP (LIGHT STONE) (100 LB) / | 33.000 | SQYD | $80.000 | $2,640.00 |
| 19 | 012420<br>ROCK EXCAVATION / | 8.000 | CUYD | $100.000 | $800.00 |
| 20 | 010114<br>WATER (GRADING) (SET PRICE) / | 1.000 | MGAL | $40.000 | $40.00 |
| Section 02 Total | | | | | $487,853.00 |

Section 03
TEMP PRJ WTR POL CTL-SOIL EROSION

| | | | | | |
|---|---|---|---|---|---|
| 21 | 072223<br>TEMPORARY FERTILIZER (16-20- 0) / | 354.000 | LBS. | $0.750 | $265.50 |
| 22 | 030459<br>TEMPORARY SEED (RYEGRASS-ANNUAL) / | 43.000 | LBS. | $66.820 | $2,873.26 |
| 23 | 030537<br>SOIL EROSION MIX / | 450.000 | LBS. | $9.320 | $4,194.00 |
| 24 | 072285<br>EROSION CONTROL (CLASS 1) (TYPE C) / | 7528.000 | SQYD | $1.590 | $11,969.52 |
| 25 | 071291<br>SEDIMENT REMOVAL (SET PRICE) / | 1.000 | CUYD | $50.000 | $50.00 |
| 26 | 072400<br>TEMPORARY BERM (SET PRICE) / | 1.000 | LNFT | $2.000 | $2.00 |
| 27 | 000098<br>SWPPP DESIGN / | 1.000 | LS | $1,000.000 | $1,000.00 |
| 28 | 000097<br>SWPPP INSPECTION / | 9.000 | EACH | $175.000 | $1,575.00 |
| 29 | 000103<br>WATER POLLUTION CONTROL MANAGER / | 9.000 | EACH | $175.000 | $1,575.00 |
| 30 | 030466<br>HYDRAULIC EROSION CONTROL PRODUCTS (TYPE A) / | 2322.000 | LBS. | $2.800 | $6,501.60 |
| 31 | 010123<br>WATER (EROSION CONTROL) (SET PRICE) / | 1.000 | MGAL | $40.000 | $40.00 |

Section 03 Total $30,045.88

Section 04
SIGNING ITEMS

| | | | | | |
|---|---|---|---|---|---|
| 32 | 025500<br>SIGN (FLAT SHEET) (HIGH PERFORMANCE) / | 29.000 | SQFT | $15.000 | $435.00 |
| 33 | 026200<br>SIGN POST (3 I 2.25 ALUMINUM) / | 28.000 | LNFT | $25.000 | $700.00 |
| 34 | 026036<br>SIGN POST FOOTING (18" WOOD POST CONCRETE) / | 28.000 | LNFT | $1.000 | $28.00 |

Section 04 Total $1,163.00

Section 05
PAVEMENT MARKING ITEMS

| | | | | | |
|---|---|---|---|---|---|
| 35 | 013812<br>PAVEMENT MARKING (INTERSECTION GRADE) (WHITE) (24") / | 50.000 | LNFT | $25.000 | $1,250.00 |

Section 05 Total $1,250.00

Section 06
SEEDING ITEMS

| | | | | | |
|---|---|---|---|---|---|
| 36 | 030563<br>FERTILIZER (13-13-13) / | 172.000 | LBS. | $0.750 | $129.00 |
| 37 | 030451<br>SEED (FESCUE) (TALL TURF TYPE BLEND) / | 240.800 | LBS. | $14.020 | $3,376.02 |
| 38 | 030381<br>SEED (KENTUCKY) (BLUEGRASS) (BARON) / | 17.200 | LBS. | $14.020 | $241.14 |
| Section 06 Total | | | | | $3,746.16 |

| | |
|---|---|
| Item Total | $588,362.04 |

# 07-19-80-R13 DBE List Summary

Project: 087 N 0806-01
Bid Total: 588,362.04
Goal: 2.00% (11,767.24)
Total Entered: 91.65% (539,240.00)
Race Neutral Amount: 527,472.76

Bidder ID: 06836
Contractor: PRADO CONSTRUCTION, LLC

| ID | DBE Contractor | Used As | Item Count | DBE Amount | Complete |
|---|---|---|---|---|---|
| 04713 | CILLESSEN AND SONS INC | Subcontractor | 7 | $11,647.00 | True |
| 06836 | PRADO CONSTRUCTION LLC | DBE as Prime | 14 | $527,593.00 | True |

## DBE Entry List

Name: CILLESSEN AND SONS INC ID: 04713

Address: PO BOX 9 KECHI, KS 67067-0009

Used As: Subcontractor

NAICS Codes: 237310

Bid Quote: $11,647.00

Note: The lump sum amount bid for "Mobilization(DBE)" cannot exceed 10% of the total amount identified by the contractor for each DBE.

Note: Only 60% of the amount paid to a DBE supplier, for materials, may be credited toward the DBE goal. The 60% is automatically calculated, please enter the full amount paid to a DBE supplier.

Note: A list of certified DBEs and their valid NAICS codes can be found in the DBE Directory at KDOT's website: "http://kdotapp.ksdot.org/dbecontractorlist/".

**Items for CILLESSEN AND SONS INC**

| | | | | | |
|---|---|---|---|---|---|
| 01 COMMON ITEMS | | | | | |
| 2 | 025323 MOBILIZATION / | 0.105 | LS | $40,000.000 | $4,200.00 |
| 3 | 070626 MOBILIZATION (DBE) / | 1.000 | LS | $1,000.000 | $1,000.00 |
| 4 | 025324 TRAFFIC CONTROL / | 1.000 | LS | $4,034.000 | $4,034.00 |
| Section 01 Total | | | | | $9,234.00 |

| | | | | | |
|---|---|---|---|---|---|
| 04 SIGNING ITEMS | | | | | |
| 32 | 025500 SIGN (FLAT SHEET) (HIGH PERFORMANCE) / | 29.000 | SQFT | $15.000 | $435.00 |
| 33 | 026200 SIGN POST (3 I 2.25 ALUMINUM) / | 28.000 | LNFT | $25.000 | $700.00 |
| 34 | 026036 SIGN POST FOOTING (18" WOOD POST CONCRETE) / | 28.000 | LNFT | $1.000 | $28.00 |
| Section 04 Total | | | | | $1,163.00 |

| | | | | | |
|---|---|---|---|---|---|
| 05 PAVEMENT MARKING ITEMS | | | | | |
| 35 | 013812 PAVEMENT MARKING (INTERSECTION GRADE) (WHITE) (24") / | 50.000 | LNFT | $25.000 | $1,250.00 |

| | |
|---|---|
| Section 05 Total | $1,250.00 |

| | |
|---|---|
| Item Total | $11,647.00 |

## DBE Entry List

Name: PRADO CONSTRUCTION LLC ID: 06836

Address: 7252 N RIDGE ROAD VALLEY CENTER, KS 67147-8111

Used As: DBE as Prime

NAICS Codes: 237310

Bid Quote: $527,593.00

Note: The lump sum amount bid for "Mobilization(DBE)" cannot exceed 10% of the total amount identified by the contractor for each DBE.

Note: Only 60% of the amount paid to a DBE supplier, for materials, may be credited toward the DBE goal. The 60% is automatically calculated, please enter the full amount paid to a DBE supplier.

Note: A list of certified DBEs and their valid NAICS codes can be found in the DBE Directory at KDOT's website: "http://kdotapp.ksdot.org/dbecontractorlist/".

**Items for PRADO CONSTRUCTION LLC**

| | | | | | |
|---|---|---|---|---|---|
| 01 COMMON ITEMS | | | | | |
| 2 | 025323<br>MOBILIZATION / | 0.884 | LS | $45,000.000 | $39,780.00 |
| Section 01 Total | | | | | $39,780.00 |

| | | | | | |
|---|---|---|---|---|---|
| 02 ROAD ITEMS | | | | | |
| 7 | 025361<br>CLEARING AND GRUBBING / | 1.000 | LS | $20,000.000 | $20,000.00 |
| 8 | 012410<br>COMMON EXCAVATION (RURAL SMALL) / | 3118.000 | CUYD | $10.000 | $31,180.00 |
| 9 | 012334<br>COMPACTION OF EARTHWORK (TYPE AA) (MR-3-3) / | 849.000 | CUYD | $2.000 | $1,698.00 |
| 10 | 025041<br>SIDEWALK CONSTRUCTION ( 6") (AE) / | 6562.000 | SQYD | $60.000 | $393,720.00 |
| 11 | 022625<br>SIDEWALK RAMP / | 121.000 | SQYD | $195.000 | $23,595.00 |
| 12 | 050301<br>CROSS ROAD PIPE ( 12") (RCP) / | 26.000 | LNFT | $110.000 | $2,860.00 |
| 13 | 050501<br>CROSS ROAD PIPE ( 18") (RCP) / | 24.000 | LNFT | $115.000 | $2,760.00 |
| 14 | 050901<br>CROSS ROAD PIPE ( 30") (RCP) / | 32.000 | LNFT | $130.000 | $4,160.00 |
| 15 | 054501 | 2.000 | EACH | $800.000 | $1,600.00 |

| | | | | | |
|---|---|---|---|---|---|
| | END SECTION ( 12") (RC) / | | | | |
| 16 | 054551<br>END SECTION ( 18") (RC) / | 1.000 | EACH | $800.000 | $800.00 |
| 17 | 054651<br>END SECTION ( 30") (RC) / | 2.000 | EACH | $1,000.000 | $2,000.00 |
| 18 | 024048<br>RIPRAP (LIGHT STONE) (100 LB) / | 33.000 | SQYD | $80.000 | $2,640.00 |
| 19 | 012420<br>ROCK EXCAVATION / | 8.000 | CUYD | $100.000 | $800.00 |
| Section 02 Total | | | | | $487,813.00 |

| | |
|---|---|
| Item Total | $527,593.00 |

"General Decision Number: KS20250147 04/04/2025

Superseded General Decision Number: KS20240147

State: Kansas

Construction Type: Highway

County: Sedgwick County in Kansas.

HIGHWAY CONSTRUCTION PROJECTS

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

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |
| 1 | 04/04/2025 |

```
 ELEC0271-005 06/01/2024

                                  Rates          Fringes

ELECTRICIAN......................$ 38.05            17.80
----------------------------------------------------------------
* IRON0010-009 04/01/2025

                                  Rates          Fringes

IRONWORKER, STRUCTURAL...........$ 39.00            34.25
----------------------------------------------------------------
*  SUKS2019-086 05/09/2019

                                  Rates          Fringes

CARPENTER, Includes Form Work....$ 18.66             0.00

CEMENT MASON/CONCRETE FINISHER...$ 16.80 **          0.00

IRONWORKER, REINFORCING..........$ 18.28             0.00

LABORER:  Asphalt, Includes
Raker, Shoveler, Spreader and
Distributor......................$ 12.95 **          0.51

LABORER:  Common or General......$ 14.61 **          0.00

LABORER:  Concrete Saw (Hand
Held/Walk Behind)................$ 29.21            14.63

LABORER:  Flagger................$ 12.09 **          0.00

LABORER:  Mason Tender -
Cement/Concrete..................$ 29.75            12.83

LABORER:  Pipelayer..............$ 26.56            13.05

OPERATOR:
Backhoe/Excavator/Trackhoe.......$ 20.71             0.00

OPERATOR:  Bobcat/Skid
Steer/Skid Loader................$ 16.68 **          0.00

OPERATOR:  Broom/Sweeper.........$ 14.03 **          0.00

OPERATOR:  Bulldozer.............$ 19.27             0.00

OPERATOR:  Concrete Finishing
Machine..........................$ 24.26             0.00

OPERATOR:  Concrete Saw..........$ 17.95             0.00

OPERATOR:  Crane.................$ 22.97             0.00

OPERATOR:  Distributor...........$ 16.46 **          0.00

OPERATOR:  Grader/Blade..........$ 18.35             0.00

OPERATOR:  Loader................$ 17.42 **          0.00

OPERATOR:  Material Transfer
Vehicle..........................$ 17.24 **          0.00

OPERATOR:  Mechanic..............$ 22.96             0.00
```

```
OPERATOR:  Paver  (Asphalt,
Aggregate, and Concrete).........$ 17.30 **         0.00

OPERATOR:  Roller................$ 15.29 **         0.00

OPERATOR:  Scraper...............$ 17.88            0.00

OPERATOR:  Screed................$ 17.05 **         0.00

OPERATOR:  Tractor...............$ 16.66 **         0.00

OPERATOR: Roto Mill Groundman....$ 16.36 **         0.00

OPERATOR: Roto Mill..............$ 18.87            0.00

OPERATOR: Striping Machine.......$ 27.02           12.14

TRAFFIC CONTROL:   Service
Driver...........................$ 14.43 **         0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
(Groundman)......................$ 16.40 **         0.00

TRUCK DRIVER:  Water Truck.......$ 21.94           11.51

TRUCK DRIVER: Dump and Tandem....$ 17.08 **         0.00

TRUCK DRIVER: Flatbed and
Lowboy...........................$ 23.23            9.89

TRUCK DRIVER: Off Road Truck.....$ 19.06            0.00
----------------------------------------------------------------
```

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

================================================================

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

is available at
https://www.dol.gov/agencies/whd/government-contracts.

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

================================================================

END OF GENERAL DECISION"

**REQUIRED CONTRACT PROVISION**

**FEDERAL-AID CONTRACTS**

**PROHIBITION ON COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

**PURSUANT TO SECTION 889 OF THE NATIONAL DEFENSE AUTHORIZATION ACT (2019)**

As of August 13, 2020, recipients and subrecipients of federal aid funds are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019)(NDAA). In addition to preventing direct purchases of such Covered Telecommunications Equipment or Services, federal law prevents KDOT, LPA's, and their Contractors from using federal aid funds to pay for Covered Telecommunications Equipment or Services that the Contractor may use on a Project. Costs for such Covered Telecommunications Equipment or Services are unallowable under 2 CFR 200.216 and 2 CFR 200.471.

The term ''Covered Telecommunications Equipment or Services'' means any of the following:

- Telecommunications equipment produced by and/or telecommunications services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Video surveillance equipment produced by and/or video surveillance services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications and/or video surveillance services provided by third parties that are using equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) in performing such services.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country [defined under 889(f)(2) as "the People's Republic of China"].

As a Contractor on a federal-aid construction contract with the Secretary of Transportation, as the principal contracting party for the State of Kansas or as the agent for a disclosed Local Public Authority (LPA), the Contractor shall not be required to provide to KDOT or the LPA Covered Telecommunications Equipment or Services in the performance of any contract, subcontract, supply contract, or other contractual instrument resulting from or associated with this Project. The Contractor will notify KDOT if the Contractor believes the Project scope requires the acquisition of any Covered Telecommunications Equipment or Services.

Current federal law does not prohibit the Contractor from using Covered Telecommunications Equipment or Services on the Project; however, the costs of Covered Telecommunications Equipment or Services are federal-aid non-participating. Thus, the Contractor shall notify KDOT or the LPA if the Contractor and/or any of its subcontractors or suppliers at any tier are using Covered Telecommunications Equipment or Services on the Project. This notice is necessary so KDOT can reimburse the Contractor with state funds, local funds, or a combination thereof rather than with federal-aid funds.

The Contractor will ensure that this Required Contract Provision is included in all subcontracts, supply agreements, and other contractual instruments resulting from or associated with this Project, so the prohibition is made binding on all subcontractors and suppliers at any tier. For purposes of this Required Contract Provision, the term subcontractors and suppliers shall have the broadest application to include manufacturers, producers, and all other entities that have a contractual instrument resulting from or associated with this Project.

12-17-20 C&M (CDB)
Jan 2021 – Letting; retroactive on earlier Federal Aid Projects with payments

# REQUIRED CONTRACT PROVISIONS
# FEDERAL-AID CONSTRUCTION CONTRACTS



## I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

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

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

**1. Minimum wages** (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) A contracting agency for its 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.

**3. Records and certified payrolls** (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

**3. Withholding for unpaid wages and liquidated damages**

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

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

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

(2) A contracting agency for its 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.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

**VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

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

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

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

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

# KANSAS DEPARTMENT OF TRANSPORTATION

15-01002

Date 5/5/25

## Status Of Utilities

### Bureau of Local Projects

County: Sedgwick

Project Number: 087 N-0806-01

Location: 53rd Street North, Oliver to Woodlawn

| Name of Company and Utility Type | Contact Name/Address and Phone Number | Relocation Completed | Expected Relocation Date | General Description of Utility Relocation/Notes |
|---|---|---|---|---|
| Please review the notes below before listing any utility or entering any dates. | | | | |
| Chisholm Creek Utility Authority (CCUA)<br>10" Non-Potable Water | Anthony Kientz<br>5551 N. Broadway<br>Park City, KS 67219<br>tony@ccua.kscox.mail.com<br>316-838-4748 | | | No relocation required |
| Evergy<br>Power Poles and Overhead Power | Steven Chronister<br>818 S. Kansas Ave, Topeka, KS 66601<br>steven.chronister@evergy.com<br>785-508-2682 | | | Relocated with the prior street project. No further relocations required |
| Kansas Gas<br>6" Gas Main | Adam Knolla<br>1021 E. 26th St N.<br>Wichita, KS 67219<br>adam.knolla@onegas.com<br>316-558-6967 | | | No relocation required |

If no utilities are within the limits of the project R/W, indicate NONE.
USE ONLY actual calendar month/day/year. DO NOT use 30 days, 60 days, etc.
Utiities are to be moved as outlined under the KDOT BRUD Memo 84-10.
This form should be returned to the Bureau of Local Projects when Form 1306 is submitted

Submitted By [signature] May 5, 2025
Authorized City/County Official — Date

The information provided in this document does not constitute a guarantee that utility facilities will be clear of construction. Estimated completion dates are dependent upon many variable (weather, material or product availability, r/w acquisition, etc). **The estimated completion date is only an estimate.** The information shown on this report are to be consistent with those shown on the final construction plans. **The final responsibility for verifying all utility owners on this project and reflected in this report lies with the Local Agencies.**

If the utilities identified on this form are not relocated prior to this submittal, it is the responsibility of the LPA to ensure that those utilities are adjusted prior to any potential conflicts with construction. Once the utilities are adjusted, an updated Form 1304 must be submitted by the LPA to the Bureau of Local Projects.

# Status of Utilities

| Name of Company and Utility Type | Contact Name/Address and Phone Number | Relocation Completed | Expected Relocation Date | General Description of Utility Relocation/Notes |
|---|---|---|---|---|
| City of Bel Aire<br>16" Water Main | Jon Stehman<br>4103 N. Woodlawn<br>Bel Aire, KS 67220<br>jstehman@belaireks.gov<br>316-461-7712 | N/A | N/A | No Relocation Required |
| ATT<br>Underground<br>Telephone | Jason Edwards<br>154 N. Broadway, Rm 210<br>Wichita, KS 67202<br>je1682@att.com<br>316-268-2008 | Yes (see notes) | N/A | ATT lines relocated with prior street project, no further relocations anticipated |
| Cox Communications<br>Fiber Optic | Matt Bortz<br>901 George Washington Blvd<br>Wichita, KS. 67211<br>matt.bortz@cox.com<br>620-272-2081 | Yes (see notes) | N/A | Fiber Optic Lines relocated with prior street project, no further relocations anticipated |
| KPC Pipeline | John T. Amrein<br>thelandco@aol.com<br>913 441 8441 Office<br>913 208 8544 Cell | N/A | N/A | No Relocation Required. Sidewalk has been designed to be clear of their casing vents |
| | | | | |

Print out additional Page 2 sheets if needed

Promptly sign and date on the line below, then **EMAIL IT BACK TO KDOT at Joshua.Matyi@ks.gov EVEN IF NOT BIDDING.** Any instructions not followed will result in your bid being declared irregular. If these changes affect any of your subcontractors or suppliers, **IT IS YOUR RESPONSIBILITY** to inform them. These changes are part of the contract for this project(s). Please call me at (785) 296-7141, if there are questions. Thank you for your cooperation.

# Kansas Department of Transportation

## Bureau of Construction and Materials
## Estimating Section

To: Prime Contractor Bid Holders

From: Josh Matyi - Estimating Engineer Associate

Date: September 10, 2025 **Proposal/Contract No.: 525092625**

Subject: Project Notice for the **September 17, 2025 Letting**

**087 N 0806-01 – Sedgwick County** – Pedestrian and Bicycle Paths

**Removed item MULCHING.**

**Added item HYDRAULIC EROSION CONTROL PRODUCTS (TYPE A).**

**Revised sheets are included in this addendum.**

To view this project's documents, choose "**Addendum #1**" from KDOT's website: https://kdotapp.ksdot.org/Proposal/Proposal.aspx.

The Contractor is responsible for ensuring the EBS file that the Contractor uses to prepare its Proposal and submits to KDOT contains any amendments. You must update your EBS file by going to the Bid Express website: http://www.bidx.com, choose the correct Letting, locate and select the Proposal number to download **525092625.001X.**

We also recommend that you check the Bid Express "Questions and Answers" (https://www.bidx.com/ks/lettings) to review any questions that may have been posted for this project.

(Company Name) (Signature) (Date)

C: District 5 & Wichita-Hillside Construction Office

Promptly sign and date on the line below, then **EMAIL IT BACK TO KDOT at Joshua.Matyi@ks.gov EVEN IF NOT BIDDING.** Any instructions not followed will result in your bid being declared irregular. If these changes affect any of your subcontractors or suppliers, **IT IS YOUR RESPONSIBILITY** to inform them. These changes are part of the contract for this project(s). Please call me at (785) 296-7141, if there are questions. Thank you for your cooperation.

# Kansas Department of Transportation

## Bureau of Construction and Materials
## Estimating Section

To: Prime Contractor Bid Holders

From: Josh Matyi - Estimating Engineer Associate

Date: September 10, 2025 **Proposal/Contract No.: 525092625**

Subject: Project Notice for the **September 17, 2025 Letting**

**087 N 0806-01 – Sedgwick County** – Pedestrian and Bicycle Paths

**Removed item MULCHING.**

**Added item HYDRAULIC EROSION CONTROL PRODUCTS (TYPE A).**

**Revised sheets are included in this addendum.**

To view this project's documents, choose "**Addendum #1**" from KDOT's website: https://kdotapp.ksdot.org/Proposal/Proposal.aspx.

The Contractor is responsible for ensuring the EBS file that the Contractor uses to prepare its Proposal and submits to KDOT contains any amendments. You must update your EBS file by going to the Bid Express website: http://www.bidx.com, choose the correct Letting, locate and select the Proposal number to download **525092625.001X.**

We also recommend that you check the Bid Express "Questions and Answers" (https://www.bidx.com/ks/lettings) to review any questions that may have been posted for this project.

(Company Name) (Signature) (Date)

C: District 5 & Wichita-Hillside Construction Office

Promptly sign and date on the line below, then **EMAIL IT BACK TO KDOT at Joshua.Matyi@ks.gov EVEN IF NOT BIDDING.** Any instructions not followed will result in your bid being declared irregular. If these changes affect any of your subcontractors or suppliers, **IT IS YOUR RESPONSIBILITY** to inform them. These changes are part of the contract for this project(s). Please call me at (785) 296-7141, if there are questions. Thank you for your cooperation.

# Kansas Department of Transportation

## Bureau of Construction and Materials
## Estimating Section

To: Prime Contractor Bid Holders

From: Josh Matyi - Estimating Engineer Associate

Date: September 16, 2025 **Proposal/Contract No.: 525092625**

Subject: Project Notice for the **September 17, 2025 Letting**

**087 N 0806-01 – Sedgwick County** – Pedestrian and Bicycle Paths

**Removed item MULCHING TACKING SLURRY.**

**Plans can be revised after the letting.**

**The previous addendum should have been #2**.

To view this project's documents, choose "**Addendum #3**" from KDOT's website:
https://kdotapp.ksdot.org/Proposal/Proposal.aspx.

The Contractor is responsible for ensuring the EBS file that the Contractor uses to prepare its Proposal and submits to KDOT contains any amendments. You must update your EBS file by going to the Bid Express website: http://www.bidx.com, choose the correct Letting, locate and select the Proposal number to download **525092625.003X.**

We also recommend that you check the Bid Express "Questions and Answers" (https://www.bidx.com/ks/lettings) to review any questions that may have been posted for this project.

(Company Name) (Signature) (Date)

C: District 5 & Wichita-Hillside Construction Office

# September 17, 2025
# This Letting's Questions and Answers

**Proposal:** 525092625 **Project NM:** N 0806-01
**Question:** 1 **Subject:** Hydromulch in lieu of hay mulch

Can the mulching on this project in areas outside of where the Class 1 mat is to be installed be switched to hydromulch instead o hay mulch? Per our conversations with the SWCE and headquarters, we have suggested that on projects such as these hay mulch is not a suitable material due to the difficulty in anchoring/punching it in. If hydromulch is not an option, we would suggest covering the entire project with Class 1 mat.

**Answer:**

Hydromulch will be allowed as an option for the contractor. No bid item changes will be made now but may be made by change order after the letting. Revised 8-22-25 8:52am. 1. Substitution will be allowed at no additional cost. (i.e. contractor bids hay mulc at hydromulch price)

---

**Proposal:** 525092625 **Project NM:** N 0806-01
**Question:** 2 **Subject:** Sign Post

Can square steel tubular posts be used instead of the aluminum posts shown in the details in the plans? The steel posts are mos commonly used on Bel Aire projects.

**Answer:**

Tubular steel posts meeting KDOT specs and typical sheet TE466 are an acceptable alternative.

---

**Proposal:** 525092625 **Project NM:** N 0806-01
**Question:** 3 **Subject:** Mulching tacking slurry

Can the mulching tacking slurry bid item be removed since all mulching has been changed to HECP material?

**Answer:**

This will be on an addendum.

---

**Proposal:** 525092625 **Project NM:** N 0806-01
**Question:** 4 **Subject:** Pipe End Sections

There is no bid item for 12" End Sections and there is a bid item for 24" end sections and there is no 24" pipe on this project? Ho do you want us to bid the 12" End Sections?

**Answer:**

The 24" end section will need changed to 12" on revised plans after the letting. An addendum will correct the proposal.

---