SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W9128F26QA069	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	16 JUL 2026	1 63

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		518924

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W071 ENDIST OMAHA KO CONTRACTING OFFICE, 1616 CAPITOL AVENUE OMAHA, NE 68102-4901 UNITED STATES BRIANNA WOHLERS, EMAIL: BRIANNA.N.WOHLERS@USACE.ARMY.MIL TELEPHONE: 402-995-2668	W9128F	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	BRIANNA WOHLERS	402-995-2668

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: GAVINS POINT CREST ROAD CHIP SEAL
PROJECT LOCATION: GAVINS POINT PROJECT

PROJECT TITLE: GAVINS POINT CREST ROAD CHIP SEAL
PROJECT LOCATION: GAVINS POINT PROJECT

THE OFFEROR HEREBY AGREES TO ALL WORK DESCRIBED IN THE STATEMENT OF WORK

RETURN WITH OFFER: INFORMATION REQUIRED BY SECTION 00 10 00 (SF1442), SECTION 00 21 00, AND SECTION 00 45 00

THIS SOLICITATION IS A 100% SMALL BUSINESS SET-ASIDE

11. The contractor shall begin performance within 10 calendar days and complete it within 250 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 18 AUG 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Gavins Point Crest Road Chip Seal

PROJECT TITLE: GAVINS POINT CREST ROAD CHIP SEAL PROJECT LOCATION: GAVINS POINT PROJECT THE OFFEROR HEREBY AGREES TO ALL WORK DESCRIBED IN THE STATEMENT OF WORK RETURN WITH OFFER: INFORMATION REQUIRED BY SECTION 00 10 00 (SF1442), SECTION 00 21 00, AND SECTION 00 45 00 THIS SOLICITATION IS A 100% SMALL BUSINESS SET-ASIDE

Product Service Code : Y1LB

Section 00 01 15 - List of Drawing Sheets

Attachments:

Statement of Work

Davis Bacon Wage Determination - ND20260033 Mod 1

Davis Bacon Wage Determination - SD20260001 Mod 2

Pricing Schedule

Appendix A - Project Overview Drawings

Appendix B - SDDOT Technical Specification

Appendix C - SDDOT Standard Plates

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Statement of Work	Statement of Work		01 Jul 2026			Attachment	No
0002	Davis Baco n Wage Det ermination - NE20260 033 Mod 1	Wage Determination		01 Jul 2026			Attachment	No
0003	Davis Baco n Wage Det ermination - SD20260 001 Mod 2	Wage Determination		01 Jul 2026			Attachment	No
0004	W9128F26QA 069 Pricin g Schedule	Pricing Schedule		01 Jul 2026			Attachment	No
0005	Appendix_A	Drawings		01			Attachment	No

	_Project Overview Drawings			Jul 2026				
0006	Appendix_B_SDDOT Technical Specification	Drawings		01 Jul 2026			Attachment	No
0007	Appendix_C_SDDOT Standard Plates	Drawings		01 Jul 2026			Attachment	No

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base - Crest Road/Ramp Road /Crest Road Scenic Overlooks - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings See Pricing Schedule for full breakdown. Product Service Code: Y1LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0002	Option 1 - Training Dike Road & Bubble Parking - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing, Mastic Crack Seal and Pavement Markings See Pricing Schedule for full breakdown. Product Service Code: Y1LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line	Option 2 - Fish Cleaning Parking Lot, Horseshoe Road & Swim	1	Job		

Item 0003	Beach Parking Lot - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings See Pricing Schedule for full breakdown. Product Service Code: Y1LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price				
Option Line Item 0004	Option 3 - Rainbow Park Parking Lot, Parking Lot, Lake Yankton Boat Ramp and Riverside Boat Ramp - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings See Pricing Schedule for full breakdown. Product Service Code: Y1LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0005	Option 4 - Training Dike Parking on the Riverside - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings See Pricing Schedule for full breakdown. Product Service Code: Y1LB	1	Job		

	North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price				
Option Line Item 0006	Option 5 - Cottonwood Day Use Area - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing, and Pavement Markings See Pricing Schedule for full breakdown. Product Service Code: Y1LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0007	Option 6 - Fishing Wall Parking Lot - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement See Pricing Schedule for full breakdown. Product Service Code: Y1LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

52.212-1 Addendum; Instructions to Offerors - Commercial Items

Please provide the following information with your proposal:

Company's Name as it appears on SAM:

Company's Address as it appears on SAM:

UNIQUE ENTITY ID:

CAGE CODE:

TIN:

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF1449, letterhead stationary, or as otherwise specified in the solicitation. Offers must be submitted electronically, unless other arrangements have been made. Send completed offers to Brianna Wohlers, Contract Specialist at Brianna.N.Wohlers@usace.army.mil. The proposal shall consist of one (1) pdf document not to exceed 25 pages. The price worksheet will not count towards the 25 page limit. The Government may not review any additional pages after 25. As a minimum, offers must include with their proposal:

(1) The solicitation number;

(2) The name, address, federal tax identification, email, and telephone number of the offeror;

(3) Names, title, email, and telephone number of persons authorize to negotiate and sign the proposal;

(4) All required technical, past performance, and price factor information stated in FAR 52.212-2, Evaluation - Commercial Items;

(5) A statement specifying agreement will all terms, conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration; and

(6) Acknowledgement of Solicitation Amendments, if applicable

(b) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

(c) Questions. All questions pertaining to this combined synopsis and solicitation shall be in writing, directed to the attention of Brianna Wohlers, Contract Specialist at Brianna.N.Wohlers@usace.

army.mil. All questions shall be submitted not later than seven (7) calendar days prior to the proposal due date, in order to ensure adequate time is allotted for form an appropriate response and if needed, amend the solicitation. Offerors are requested to review the solicitation in its entirety for answers to questions, prior to submitting a new question.

(d) Insurance Required (FAR 52.228-5): In accordance with FAR 28.307-2, "Liability," the contractor shall procure the following minimum insurance:

Type	Amount
Workman's Compensation and Employer's Liability Insurance	$100,000
General Liability Insurance	$1,000,000 per occurrence

And, when automobiles are used in connection with performing the contract:

Type	Amount
Automobile Liability Insurance	$200,000 per person
Bodily Injury	$500,000 per occurrence
Property Damage	$20,000 per occurrence

And, when aircraft is used in connection with performing the contract:

Type	Amount
Aircraft Public and Passenger Liability Insurance	$200,000 per person
Bodily Injury (other than passenger injury)	$500,000 per occurrence
Property Damage	$200,000 per occurrence
Passenger Liability Bodily Injury	$200,000 multiplied by the number of seats or passengers, whichever is greater

And, when contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity insurance. The contractor is responsible for contacting the state for compliance with its workman's compensation laws.

(e) State and Local Taxes. The U.S. Army Corps of Engineers is exempt from paying state and local taxes per Title 4 United States Code 104-107. The U.S. Army Corps of Engineers Tax ID Number is 62-1642142. Contractors performing services for the U.S. Army Corps of Engineers are not exempt from state and local taxes in transactions with vendors, suppliers, or subcontractors.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective

		Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://acquisition.gov

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter **2**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 22 00 - Supplementary Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-4	Evaluation of Options Exercised at Time of Contract Award. (Deviation 2026-O0038)	2026-02		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang	2023-06		

	Uyghur Autonomous Region-Representation.

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has 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; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-1	Small Business Program Representations. (Deviation 2026-O0038)	2026-02

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) *Definitions*. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is

given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **237310 - Highway, Street, and Bridge Construction**.

(2) The small business size standard is **$45,000,000**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that-

(i) it is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not a women-owned small disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it is, is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7012	Safeguarding Covered Defense	2024-05	Deviation	2024-05

	Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)		2024-O0013	
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03		

Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **250 days**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.228-15	Performance and Payment Bonds-Construction (Deviation 2020-O0016)	2020-06	Deviation 2020-O0016	2020-04

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (g) applies.

(ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

X (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02

52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01

52.228-14	Irrevocable Letter of Credit.	2014-11
52.232-18	Availability of Funds.	1984-04
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.242-14	Suspension of Work.	1984-04
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02

52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08
52.246-21	Warranty of Construction.	1994-03
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		

252.204-7022	Expediting Contract Closeout.	2021-05
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7002	Obstruction of Navigable Waterways.	1991-12

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
252.243-7001	Pricing of Contract Modifications.	1991-12

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

1. Past Performance - The offeror shall provide three (3) references of projects completed within the past three (3) years. These references need to be equal to or similar in scope of this requirement. Offerors shall provide dates and pertinent information to demonstrate how the projects are comparable to this requirement in size and complexity. The offeror shall include points of contact, titles, telephone numbers, and email addresses (if available) for all references. Additionally, evaluation of Past Performance may be based on the Contracting Officer's knowledge of and previous experience with the offeror and any information contained in the Contractor Performance Assessment Reporting System (CPARS), contained at https://cpars.gov.

2. Price - The offeror shall complete the Pricing Schedule in its entirety and submit it with their quote submission. The quoted price shall be inclusive of all costs that might be incurred by the contractor during performance of the contract such as, but not limited to, fuel, labor, mileage, equipment, equipment rental fees, licenses, insurance, etc. If an offeror does not complete all pricing items on the Pricing Schedule, the Government may determine the quote to be unacceptable.

Past Performance is significantly more important than price.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR

121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the

SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.223-3	Hazardous Material Identification and Safety Data. (Deviation 2026-O0038)	2026-02

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
____	____
____	____

(c) This list must be updated during performance of the contract whenever the Contractor

determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

(a) *Definitions*. As used in this clause-

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	———	———	———
Domestic construction material.	———	———	———
Item 2:			
Foreign construction material.		———	———
Domestic construction material.	———	———	———

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has

been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://acquisition.gov

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement** (48 CFR **2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	Contract Drawings and Specifications.	2000-08		

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Appendix A - Project Overview Drawings	Appendix_A_Project Overview Drawings. pdf	____
Appendix B - SDDOT Technical Specification	Appendix_B_SDDOT Technical Specification.pdf	____
Appendix C - SDDOT Standard Plates	Appendix_C_SDDOT Standard Plates.pdf	____
____	____	____
____	____	____

(End of clause)

Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Statement of Work. DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0002	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Statement of Work. DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0003	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Statement of Work.

	DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0004	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Statement of Work. DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0005	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Statement of Work. DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish

Option Line Item 0006	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Statement of Work. DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0007	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Statement of Work. DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish

Overall Contract Delivery Period

0001	**Delivery Schedule** From date of lead time event to completion of performance 250 Calendar Days

	Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0002	**Delivery Schedule** From date of lead time event to completion of performance 250 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line	**Delivery Schedule** From date of lead time event to completion of performance

Item 0003	250 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0004	**Delivery Schedule** From date of lead time event to completion of performance 250 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option	**Delivery Schedule**

Line Item 0005	From date of lead time event to completion of performance 250 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish
Option Line Item 0006	**Delivery Schedule** From date of lead time event to completion of performance 250 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish

Option Line Item 0007	**Delivery Schedule** From date of lead time event to completion of performance 250 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 968811 CountryCode: USA COE GAVINS POINT PRJT OFC MNTN SEC USAED, OMAHACENWO-OD-GP-M, 55245 HIGHWAY 121 CROFTON, NE 68730 UNITED STATES Joshua Pavlish

Section 01 00 00 - General Requirements

Requirements

Crest Road/Ramp Road/Crest Road Scenic Overlooks - Asphalt surface treatment, asphalt concrete crack sealing, and pavement markings

Statement of Work

Crest Road Asphalt Surface Treatment and Joint Sealant/Repair
Gavins Point Project
Crofton, NE

Objectives:

Contractor to supply all labor, equipment, and materials for Asphalt Surface Treatment and Joint Sealing for the Crest Road/Ramp Road and awarded options.

Period of Performance: 250 Calendar Days from award and must follow all season limitations in the 2025 SDDOT Standard Specifications for Roads and Bridges.

Scope:

All Base and Options will go off these rates of Material.

Estimated Rates of Material:

1.	Type 2B Cover Aggregate	22	Lbs/SqYd
2.	CRS-2P Asphalt for Surface Treatment	0.36	Gal/SqYd
3.	High Build Waterborne Pavement Marking Paint, White	27.8	Gals/Mile
4.	High Build Waterborne Pavement Marking Paint, Yellow	27.8	Gals/Mile
5.	High Build Waterborne Pavement Marking Paint, Yellow Skips	7.6	Gals/Mile
6.	Glass Beads for High Build Waterborne Pavement Marking Paint	8	Lbs/Gal

BASE:

Crest Road/Ramp Road/Crest Road Scenic Overlooks - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings: Estimated 30,000 SqYds

Mobilization, CRS-2P, Type 2B Cover Aggregate, High Build Waterborne Pavement Marking Paint, Glass Beads, Raised Pavement Markers, Asphalt Repair Mastic, and Concrete Asphalt Crack Sealing shall be installed/placed to meet SDDOT 2025 Standard Specifications for Roads and Bridges. Vacuum Truck for disposal of excess Chip Seal Aggregate is incidental to the work being performed. Masking of 4 – Instrumentation lids/concrete(ave size 3’ x 3’) will need to be covered before Asphalt Surface Treatment takes place and then removed after. These are at Sta. 27+30, Sta. 50+00, Sta. 56+00, and Sta. 99+50

For this work, USACE will require a lane closure for the time that work is commencing at the North end of the Crest Road. Contractor will be required to obtain a “Occupy ROW” Permit from the South Dakota Department of Transportation, Yankton Area Office.

Estimated Quantities are as followed:

1.	Mobilization	1	Jobs
2.	Type 2B Cover Aggregate	359	Tons
3.	CRS-2P Asphalt for Surface Treatment	50	Tons
4.	Crack Seal	3255	Lbs
5.	High Build Waterborne Pavement Marking Paint, White	97	Gals
6.	High Build Waterborne Pavement Marking Paint, Yellow	16	Gals
7.	Turn Arrow	2	Each
8.	Stop Ahead	2	Each
9.	Temporary Raised Pavement Markings	1.8	Mile

OPTION 1:

Training Dike Road & Bubble Parking - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing, Mastic Crack Seal and Pavement Markings: Estimated 19000 SqYds

CRS-2P, Type 2B Cover Aggregate, High Build Waterborne Pavement Marking Paint, Glass Beads, Raised Pavement Markers and Concrete Asphalt Crack Sealing shall be installed/placed to meet SDDOT 2025 Standard Specifications for Roads and Bridges. The sweeping off of excess Chip Seal Aggregate is incidental to the work being performed. Flagging and Pilot car will be needed during this work and will be incidental to the work.

Estimated Quantities are as followed:

10.	Mobilization	1	Jobs
11.	Type 2B Cover Aggregate	224	Tons
12.	CRS-2P Asphalt for Surface Treatment	31	Tons
13.	Crack Seal	2435	Lbs
14.	Mastic Crack Seal Type 2	2530	Lbs
15.	High Build Waterborne Pavement Marking Paint, White	64	Gals
16.	High Build Waterborne Pavement Marking Paint, Yellow	5	Gals
17.	Handicapped Symbol	2	Each
18.	Temporary Raised Pavement Markings	1.2	Mile

OPTION 2:

Fish Cleaning Parking Lot, Horseshoe Road & Swim Beach Parking Lot - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings: Estimated 8200 SqYds

CRS-2P, Type 2B Cover Aggregate, High Build Waterborne Pavement Marking Paint, Glass Beads and Concrete Asphalt Crack Sealing shall be installed/placed to meet SDDOT 2025 Standard Specifications for Roads and Bridges. Sweeping off excess Chip Seal is incidental to the work being performed.

Estimated Quantities are as followed:

19.	Mobilization	1	Jobs
20.	Type 2B Cover Aggregate	99	Tons
21.	CRS-2P Asphalt for Surface Treatment	14	Tons
22.	Crack Seal	1045	Lbs
23.	High Build Waterborne Pavement Marking Paint, White	1	Gals
24.	High Build Waterborne Pavement Marking Paint, Yellow	5	Gals
25.	Handicapped Symbol	2	Each

OPTION 3:

Rainbow Park parking lot, Parking Lot, Lake Yankton Boat Ramp and Riverside Boat Ramp - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings: Estimated 7600 SqYds

CRS-2P, Type 2B Cover Aggregate, High Build Waterborne Pavement Marking Paint, Glass Beads and Concrete Asphalt Crack Sealing shall be installed/placed to meet SDDOT 2025 Standard Specifications for Roads and Bridges. Sweeping off excess Chip is incidental to the work being performed.

Estimated Quantities are as followed:

26.	Mobilization	1	Jobs
27.	Type 2B Cover Aggregate	92	Tons
28.	CRS-2P Asphalt for Surface Treatment	13	Tons
29.	Crack Seal	836	Lbs
30.	High Build Waterborne Pavement Marking Paint, Yellow	9	Gals
31.	Handicapped Symbol	7	Each

OPTION 4:

Training Dike Parking on the Riverside - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement Markings: Estimated 5800 SqYds

CRS-2P, Type 2B Cover Aggregate, High Build Waterborne Pavement Marking Paint, Glass Beads and Concrete Asphalt Crack Sealing shall be installed/placed to meet

SDDOT 2025 Standard Specifications for Roads and Bridges. Sweeping off excess Chip Seal Aggregate is incidental to the work being performed.

Estimated Quantities are as followed:

32.	Mobilization	1	Jobs
33.	Type 2B Cover Aggregate	73	Tons
34.	CRS-2P Asphalt for Surface Treatment	11	Tons
35.	Crack Seal	1005	Lbs

OPTION 5:

Cottonwood Day Use Area - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing, and Pavement Markings: Estimated 6300 SqYds

CRS-2P, Type 2B Cover Aggregate, High Build Waterborne Pavement Marking Paint, Glass Beads, Asphalt Repair Mastic, and Concrete Asphalt Crack Sealing shall be installed/placed to meet SDDOT 2025 Standard Specifications for Roads and Bridges. Sweeping off excess Chip Seal Aggregate is incidental to the work being performed.

Estimated Quantities are as followed:

36.	Mobilization	1	Jobs
37.	Type 2B Cover Aggregate	77	Tons
38.	CRS-2P Asphalt for Surface Treatment	11	Tons
39.	Crack Seal	511	Lbs
40.	Mastic Crack Seal Type 2	1650	Lbs
41.	High Build Waterborne Pavement Marking Paint, White	2	Gals
42.	High Build Waterborne Pavement Marking Paint, Yellow	4	Gals
43.	Plug In/Plug Out	4	Each
44.	Handicapped Symbol	3	Each

OPTION 6:

Fishing Wall Parking Lot - Asphalt Surface Treatment, Asphalt Concrete Crack Sealing and Pavement: Estimated 4000 SqYds

CRS-2P, Type 2B Cover Aggregate, and Concrete Asphalt Crack Sealing shall be installed/placed to meet SDDOT 2025 Standard Specifications for Roads and Bridges. Sweeping off excess Chip Seal Aggregate is incidental to the work and should be taken to the North side of the parking lot.

Estimated Quantities are as followed:

45.	Mobilization	1	Jobs
46.	Type 2B Cover Aggregate	49	Tons
47.	CRS-2P Asphalt for Surface Treatment	7	Tons
48.	Crack Seal	920	Lbs

CLIN Explanation:

MOBILIZATION:

CLIN 0001 will be for mobilization to the project to do all work at time of award. If money becomes available later and contractor has de-mobilized off site from original award, 1(one) CLIN for mobilization for the awarded Option/Options will be used. Only one CLIN for Mobilization will be awarded per Modification.

COVER AGGREGATE:

Type 2B Cover Aggregate will be delivered and stockpiled per SDDOT specs. Stockpile site will be on the North end of project(See Attachments). When asked, the Contractor's QC will be required to do spread rates to prove that the contractor is within the tolerances set by these Specs. It is on the Contractor to keep quantities.

BROOMING:

Pre-Chip Seal - the brooming operation will be immediately in front of the asphalt distributor. Post-Chip Seal – For the BASE contract, excess Type 2B Cover Aggregate will be required to be picked up and disposed of in the project stockpile site. This will be incidental to CLIN 0002 - Type 2B Aggregate and only required on the BASE option. All awarded OPTIONS will only require the aggregate to be broomed off of the road.

ASPHALT FOR SURFACE TREATMENT:

The asphalt for surface treatment(CRS-2P) that is delivered for use on this contract will be used in the order it is received. Storage of asphalt for surface treatment will only
be allowed at the end of the workday. The material that is placed in storage will be the first material used the following day. Contractor's QC will be required to do spread rates of every distributor to prove that the contractor is within the tolerances set by these Specs and submit results to the USACE QA. Contractors should take all precautions to keep the Distributor as close to the spreader as possible for maximum embedment.

CRACK SEALANT:

The material for crack sealing will be delivered to the work site and placed at Outside Maintenance building for tracking. Contractor's personnel will be taken up there with USACE QA to fill crack sealing machine when needed.

MASTIC CRACK SEALANT TYPE 2:

This material will be used if Option 1 and/or Option 5(See Drawings) are awarded. Quantities for asphalt repair mastic were calculated using a rate of 110 Lb/CuFt, an average "cupping" width, an average "cupping" depth, and the total length of cracks. Only transverse cracks will be leveled unless otherwise directed by the Engineer. Both previous sealed and unsealed cracks will be leveled as both types of cracks were shown to exhibit "cupping". All cracks will be cleaned as if they were to be crack sealed prior to Mastic Crack Sealant placement. This material shall conform to ASTM D8260 Type 2 Specification

Route	Ave. Depth (in)	Avg. Width (in)	Length (Ft)	Pounds
Option 1 – Training Dike Road	0.5	7.6	792	2300
Option 5 – Cottonwood Day Use	0.5	7.6	500	1500
			Total Quantities	3800

PERMANENT PAVEMENT MARKING:

The application of permanent pavement marking may not begin until 7 calendar days following completion of the chip seal and will be completed within 14 calendar days following completion of the chip seal.
Marking eight-inch edge lines and gore areas will require the use of two spray nozzles to achieve the required width. The Contractor will be required to repaint existing pavement marking including centerline, edge line, dashed edge lines, dashed lane lines, lane lines, turn lanes, gore areas, etc.
Stop lines are to be located at a minimum of 10' and a maximum of 30' back from the edge of the intersecting roadway. The stop line is to be located to provide the best sight distance for a stopped motorist to view intersecting traffic. The USACE QA is to be notified prior to the installation of the stop lines to verify their location. Adjustments of the location of the existing stop lines, if needed, will be made prior to the placement of the new stop lines.

FLAGGING/PILOT CAR:

BASE: Flagging will be required when work is commencing on the North end of the Crest Road where it connects to SD HWY 52. USACE will close Crest Road and Ramp

Road for this work, but SD HWY 52 traffic will need flagging to protect the traveling Public and Contractor personnel. This Flagging will be incidental to the work being performed.

OPTION 1: Flagging and Pilot car will be required. This will be incidental to the work being performed.

OPTION 2 – OPTION 5: Contractor will be required to protect areas until surface treatment is able to be opened to traffic. All that is incidental to the work being performed.

General Contract Requirements:

Protection of Existing Facilities:
Contractor shall be responsible for protection of all structures, equipment, and vegetation on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. Upon completion, work areas shall be left in a condition equal to that which existed prior to the work starting.

Quality Control:
Throughout the project, the Contractor's Quality Control Representative shall submit daily QC reports with pertinent data, exposure hours, and progress. These will be submitted via **RMS**. A Pre-Construction meeting shall occur as mobilization nears. It is the Contractor's responsibility for monitoring all quantities to ensure that no overages occur without Government funding and contract modification.

Environmental Protection:
To prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities in the performance of this contract, the Contractor and his sub-contractors shall comply with all applicable federal, state and local laws and regulations concerning environmental pollution control and abatement.
*Notification: The Contracting Officer will notify the Contractor in writing of any noncompliance with the federal, state or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed enough for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not make the subject of a claim for extension of time or no part of the time lost due to any such stop orders for excess costs or damages.

Safety:
The Contractor shall ensure that safe working practices are utilized and will follow the requirements of the US Army Corps of Engineers, "Safety and Occupational

Health Requirements", EM 385-1-1, 15 March 2024, before work begins. The EM 385-1-1 can be found online at: https://usace.dps.mil/sites/INTRA-NWO/SitePages/SAFETY-STANDARDS-AND-REGULATIONS.aspx
The EM 385-1-1 is also available as a phone application.

First Aid and Medical:
First aid facilities/materials shall be made available on the job site. Arrangements for emergency medical attention shall be made prior to start of work. All emergency numbers (doctor, hospital, ambulance, fire department) shall be posted or made available at the work site.

Restrooms and Utilities:
There are Comfort Stations with running water available on-site, depending on the time of year the work is accomplished, that will be available. Vault toilets/bathrooms are located all throughout project and will be available anytime the work is being done.

Housekeeping:
Daily cleanup of all debris and waste material is required. If disposal containers are needed, they should be emptied regularly and placed within approved work areas. Work areas shall be kept in a condition favorable to the safety of Contractor workers, Government workers, and the public. All work and storage of materials shall be kept within the limits of the areas assigned.

Workmanship and Materials Guarantee:
The Contractor will guarantee materials and workmanship for one year from the date the Government takes ownership. Any applicable manufacturers' warranties for paint, etc shall be listed and submitted to the Government.

Commencement, Prosecution, and Completion of Work:
Contractor shall start coordination and submittal actions within 10 calendar days from Notice to Proceed. All Pre-Construction Submittals, On-site Work, Post-Construction submittals and Final clean up shall be complete no later than 250 calendar days from Notice to Proceed and within the seasonal limitations set forth by the 2025 SDDOT Standard Specifications for Roads and Bridges. The onsite work shall not start before all Pre-Construction submittals are approved.
USACE can control the Crest Road by closing the road during operation. All on-site work (Crack Seal, Asphalt Surface Treatment, Brooming, and Painting) will need to commence in this closure.

Submittals:
The following items are to be submitted to the government for approval:

Pre-Construction Submittals:

- Accident Prevention Plan
- Quality Control Plan

- Care of Water
- Environmental Protection Plan
- Passing Type 2B Cover Aggregate Gradation and all test – meets Section 881 Agg for Asphalt Surface Treatments of the 2025 SDDOT Standard Specifications for Roads and Bridges.
- CRS-2P Material Data Sheet – meets Section 890 Asphalt Material of the 2025 SDDOT Standard Specifications for Roads and Bridges.
- Asphalt Concrete Crack Sealant Material Data Sheet – meets Section 871 Asphalt Concrete Crack Sealant of the 2025 SDDOT Standard Specifications for Roads and Bridges.
- High Build Waterborne Pavement Marking Paint and Glass Beads Materials Data Sheet – meets Section 633-Pavement Marking, Section 980-Paint and Section 981 Glass Beads of the 2025 SDDOT Standard Specifications for Roads and Bridges.
- Mastic Crack Seal Type 2 – Material Data sheet that proves material conforms to ASTM D8260 Type II

Post-Construction Submittals:

- All supplier Bill of Lading of CRS-2P
- All Loader scale tickets of Type 2B Aggregate used on project

Samples required:

- 2 Half gallon jugs of CRS-2P
- 2 Pints of Yellow and White High Build Waterborne Pavement Marking Paint
- 1 Pint of Glass Beads
- 1 Box of Crack Seal Material
- 1 Box of Mastic Crack Seal Type II Material

Attachments:

Appendix “A” - Project Overview Drawings
Appendix “B” - SDDOT Technical Specs
Appendix “C” - SDDOT Standard Plates

SEQUENCE OF OPERATIONS:

The following sequence is per route:

1. Route and Seal Cracks per Section 350 and 871 of the 2025 SDDOT Standard Specifications for Roads and Bridges. This includes Mastic Crack Seal Type II if awarded.
2. Install Temporary Raised Pavement Markers where applicable per Section 634 and 984 of the 2025 SDDOT Standard Specifications for Roads and Bridges.
3. Apply Asphalt Surface Treatment per Section 360, 890, and 881 of the 2025 SDDOT Standard Specifications for Roads and Bridges.
    - The brooming operation will be immediately in front of the asphalt distributor.
    - The Contractor will begin sealing operations at the farthest point from the stockpile site and work towards the stockpile site to eliminate unnecessary driving and turning on the fresh seal.
    - Only one distributor will be allowed to apply CRS-2P at a time for each Asphalt Surface Treatment crew.
4. Sweep/Vacuum excess Type 2B Cover Aggregate areas the next morning following the Asphalt Surface Treatment application. Excess aggregate vacuumed up for BASE Bid will be piled at the approved stockpile site.
5. Complete the permanent pavement marking per Section 633, 980 & 981 of the 2025 SDDOT Standard Specifications for Roads and Bridges.
    - Immediately prior to application of the permanent pavement marking, the areas to be painted will be broomed or blown off with high pressure air.
    - When pavement markings are complete, remove Raised Pavement Markers

"General Decision Number: NE20260033 05/18/2026

State: Nebraska

Construction Types: Highway

Counties: Nebraska Counties of
Antelope, Boone, Boyd, Brown, Burt,
Cedar, Colfax, Cuming, Dodge, Holt, Keya
Paha, Knox, Madison, Pierce, Platte,
Rock, Stanton, Thurston and Wayne

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

ENGI0571-005 06/01/2025

	Rates	Fringes
OPERATOR: TRENCHER	$ 32.18	19.75

SUNE2011-029 08/29/2011

	Rates	Fringes
TRUCK DRIVER: WATER TRUCK	$ 15.68	0.00
TRUCK DRIVER: SEMI-TRAILER TRUCK (WAYNE COUNTY)	$ 11.69	0.00
TRUCK DRIVER: SEMI-TRAILER TRUCK (CEDAR COUNTY)	$ 12.63	0.00
TRUCK DRIVER: SEMI-TRAILER TRUCK (BROWN, KEYA PAHA COUNTIES)	$ 11.25	0.00
TRUCK DRIVER: SEMI-TRAILER TRUCK (ANTELOPE, BOONE, BOYD, BURT, COLFAX, CUMING, DODGE, HOLT, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON COUNTIES)	$ 12.66	0.00
TRUCK DRIVER: OIL DISTRIBUTOR TRUCK	$ 13.25	0.00
TRUCK DRIVER: LOWBOY TRUCK	$ 10.85	0.00
TRUCK DRIVER, INCLUDES DUMP AND TANDEM TRUCK (DODGE COUNTY)	$ 14.02	0.00
TRUCK DRIVER, INCLUDES DUMP AND TANDEM TRUCK (CEDAR COUNTY)	$ 14.55	0.00
TRUCK DRIVER, INCLUDES DUMP AND TANDEM TRUCK (BOONE, BOYD, BROWN, BURT, COLFAX, CUMING, HOLT, KEYA PAHA, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON, WAYNE COUNTIES)	$ 14.12	0.00
TRUCK DRIVER, INCLUDES DUMP AND TANDEM TRUCK (ANTELOPE COUNTY)	$ 15.55	0.00
POWER EQUIPMENT OPERATOR: MECHANIC (BROWN, KEYA PAHA COUNTIES)	$ 13.95	0.00
POWER EQUIPMENT OPERATOR: MECHANIC (BOONE, BOYD, BURT, CEDAR, COLFAX, CUMING, DODGE, HOLT, KNOX,		

MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON, WAYNE COUNTIES).....$ 14.26 0.00
POWER EQUIPMENT OPERATOR: MECHANIC (ANTELOPE COUNTY).....$ 15.22 0.00
POWER EQUIPMENT OPERATOR: (CONCRETE TEXTURE CURE MACHINE).....$ 11.11 0.00
POWER EQUIPMENT OPERATOR: (BACKHOE LOADER COMBO)....$ 13.58 0.00
POWER EQUIPMENT OPERATOR: (ASPHALT PLANT).....$ 14.09 0.00
OPERATOR: ROLLER (WAYNE COUNTY).....$ 11.96 0.00
OPERATOR: ROLLER (CEDAR COUNTY).....$ 15.00 0.00
OPERATOR: ROLLER (BROWN, KEYA PAHA COUNTIES).....$ 11.39 0.00
OPERATOR: ROLLER (BOONE, BOYD, BURT, COLFAX, CUMING, DODGE, HOLT, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON COUNTIES).....$ 13.72 0.00
OPERATOR: ROLLER (ANTELOPE COUNTY).....$ 13.68 0.00
OPERATOR: PAVER (WAYNE COUNTY).....$ 12.45 0.00
OPERATOR: PAVER (CEDAR COUNTY).....$ 15.05 0.00
OPERATOR: PAVER (BOONE, BOYD, BROWN, BURT, COLFAX, CUMING, DODGE, HOLD, KEYA PAHA, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON COUNTIES)...$ 14.76 0.00
OPERATOR: PAVER (ANTELOPE COUNTY).....$ 13.55 0.00
OPERATOR: GRADER/BLADE (MADISON COUNTY).....$ 15.56 0.00
OPERATOR: GRADER/BLADE (ANTELOPE, BOONE, BOYD, BROWN, BURT, CEDAR, COLFAX, CUMING, DODGE, HOLT, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON, WAGNE COUTNEIS).....$ 16.26 0.00
OPERATOR: BROOM/SWEEPER (CEDAR COUNTY).....$ 12.97 0.00
OPERATOR: BROOM/SWEEPER (BOONE, BOYD, BROWN, BURT, COLFAX, CUMING, DODGE, HOLT, KEYA PAHA, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON, WAYNE COUNTIES).....$ 11.62 0.00
OPERATOR: BROOM/SWEEPER (ANTELOPE COUNTY).....$ 11.82 0.00
OPERATOR: TRACTOR (BROWN, KEYA PAHA COUNTIES).....$ 9.50 0.00
OPERATOR: TRACTOR (ANTELOPE, BOONE, BOYD, BURT, CEDAR, COLFAX, CUMING, DODGE, HOLT, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON, WAYNE COUNTIES).....$ 11.97 0.00
OPERATOR: SCREED (BROWN, KEYA PAHA COUNTIES).....$ 11.37 0.00
OPERATOR: SCREED (BOONE, BOYD, BURT, CEDAR, COLFAX, CUMING, DODGE, HOLD, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON, WAYNE COUNTIES)....$ 12.60 0.00
OPERATOR: SCREED (ANTELOPE COUNTY).....$ 13.30 0.00
OPERATOR: SCRAPER.....$ 12.40 0.00
OPERATOR: LOADER (CEDAR COUNTY).....$ 12.10 0.00
OPERATOR: LOADER (BROWN, KEYA PAHA COUNTIES).....$ 11.95 0.00
OPERATOR: LOADER (ANTELOPE, BOONE, BOYD, BURT, COLFAX, CUMING, DODGE, HOLT, KNOX, MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON, WAYNE COUNTIES)....$ 13.21 0.00
OPERATOR: DISTRIBUTOR.....$ 14.37 0.00
OPERATOR: CRANE.....$ 16.17 0.00
OPERATOR: COMPACTOR.....$ 10.76 0.00
OPERATOR: BULLDOZER.....$ 16.21 0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE, (KNOX COUNTY).....$ 12.55 0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE, (CEDAR COUNTY).....$ 15.28 0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE, (BROWN, KEYA PAHA COUNTIES).....$ 18.39 0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE, (ANTELOPE, BOONE, BOYD, BURT, COLFAX, CUMING, DODGE, HOLD,

MADISON, PIERCE, PLATTE, ROCK, STANTON, THURSTON,
WAYNE COUNTIES).....$ 15.83 0.00
OPERATING ENGINEERS: (SKID LOADER).....$ 11.79 0.00
LABORER:, COMMON OR GENERAL (WAYNE COUNTY).....$ 9.71 0.00
LABORER:, COMMON OR GENERAL (MADISON COUNTY).....$ 11.73 0.00
LABORER:, COMMON OR GENERAL (KNOX COUNTY).....$ 10.47 0.00
LABORER:, COMMON OR GENERAL (DODGE COUNTY).....$ 10.63 0.00
LABORER:, COMMON OR GENERAL (CEDAR COUNTY).....$ 10.54 0.00
LABORER:, COMMON OR GENERAL (BROWN, KEYA PAHA
COUNTIES).....$ 11.82 0.00
LABORER:, COMMON OR GENERAL (BOONE, BOYD, BURT,
COLFAX, CUMING, HOLT, PIERCE, PLATTE, ROCK,
STANTON, & THURSTON COUNTIES).....$ 10.79 0.00
LABORER:, COMMON OR GENERAL (ANTELOPE COUNTY).....$ 11.31 0.00
LABORER: MASON TENDER (CEMENT/CONCRETE).....$ 9.75 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (WAYNE
COUNTY).....$ 9.22 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (MADISON
COUNTY).....$ 9.03 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (KNOX COUNTY).$ 10.91 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (DODGE
COUNTY).....$ 10.03 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (CEDAR
COUNTY).....$ 9.75 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (BROWN, KEYA
PAHA COUNTIES).....$ 9.47 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (BOONE, BOYD,
BURT, COLFAX, CUMING, HOLT, PIERCE, PLATTE, ROCK,
STANTON, THURSTON).....$ 9.96 0.00
LABORER, FLAGGER & CONE/BARREL SETTER (ANTELOPE
COUNTY).....$ 10.37 0.00
LABORER (LANDSCAPE & IRRIGATION).....$ 8.30 0.00
IRONWORKER, REINFORCING.....$ 17.93 0.00
FORM WORKER.....$ 9.98 0.00
ELECTRICIAN.....$ 20.14 0.00
CEMENT MASON/CONCRETE FINISHER.....$ 13.91 0.00
CARPENTER (EXCLUDES FORM WORK).....$ 16.39 0.00

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

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than □SU□, □UAVG□, □SA□, or □SC□ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

The □SU□ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

"General Decision Number: SD20260001 05/21/2026

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Counties of
Aurora, Beadle, Bennett, Bon Homme,
Brookings, Brown, Brule, Buffalo, Butte,
Campbell, Charles Mix, Clark, Clay,
Codington, Corson, Custer, Davison, Day,
Deuel, Dewey, Douglas, Edmunds, Fall
River, Faulk, Grant, Gregory, Haakon,
Hamlin, Hand, Hanson, Harding, Hughes,
Hutchinson, Hyde, Jackson, Jerauld,
Jones, Kingsbury, Lake, Lawrence,
Lincoln, Lyman, Marshall, McCook,
McPherson, Meade, Mellette, Miner,
Minnehaha, Moody, Pennington, Perkins,
Potter, Roberts, Sanborn, Spink,
Stanley, Sully, Todd, Tripp, Turner,
Union, Walworth, Yankton, Ziebach and
Oglala Lakota

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/30/2026
1	05/18/2026
2	05/21/2026

SASD2025-001 12/12/2024

	Rates	Fringes
TRUCK DRIVER: Group 2 - Semi-Tractor and Trailer; Tandem Truck with Pup or Trailer	$ 32.07	8.42
TRUCK DRIVER: Group 1 - Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with or without Trailer	$ 30.01	0.00
POWER EQUIPMENT OPERATOR: Group 5 - Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/Derricks/Draglines/Pile Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finsihg Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder	$ 34.96	8.36
POWER EQUIPMENT OPERATOR: Group 4 - Concrete Paving Fnishing Machine; Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels-30 to 50 tons; Backhoes/Excavators-21 to 40 tons;		

Maintenance Mechanic; Scrapers (wheels or tracks); Concrete Pump Truck	$ 32.49	0.00
POWER EQUIPMENT OPERATOR: Group 3 - Asphalt Distributor; Bulldozer over 80 HP; Backhoes/Excavators 20 tons or less; crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self Propelled Hot Mix Roller; Push or Pull Tractor; Off-Highway Haul Trucks; Material Spreader or Palcer; Rumbler Strip Machine; Pavement Marking Grinding Equipment	$ 31.56	0.00
POWER EQUIPMENT OPERATOR: Group 2 - Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Bull-Dozer 80 HP/less; Front End Loader 1.25 CY /less; Self-Propelled Roller (except Hot Mix); Sheepsfoot/Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Water Wagon and Power Spray Units); Wagon Drill (Air Trac Drill); Truck Type Auger; Concrete Paving Saw; Concrete Grooving	$ 31.73	0.00
POWER EQUIPMENT OPERATOR: Group 1 - Tractor (farm type with attachments, including loaders but excluding Backhoe); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer	$ 30.16	0.00
PAINTER: Group 2 - Painting or protective coating bridges, apply varnish, antirust materials, prepare steel or other surfaces with primer or sandblasting, paints structural framewor	$ 29.81	0.00
PAINTER: Group 1 - Line striping machine, paint trucks, epoxy trucks, thermoplastic trucks, cold applied plastic/and preformed thermoplastic pavement marking equipment. Operate pavement marking equipment to include epoxies, paints, primers, sealers, cold applied tapes, thermoplastics used for traffic marking purposes.	$ 26.96	0.00
LABORER: Group 6 - Concrete Finsher; Grade Checker	$ 29.81	0.00
LABORER: Group 5 - Carpenter; Form Builder	$ 31.94	0.00
LABORER: Group 3 - Asphalt Plant Tender; Pile Driver Leadsman; Form Setter, Oiler/Greaser.	$ 28.97	0.00
LABORER: Group 2 - Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender.	$ 26.96	0.00
LABORER: Group 1 - Air Tool Operator; Common Laborer; Landscape Worker, Flagger, Pilot Car Driver; Trucks under 26,000 GVW; Materials Checker; Special Surface Finish Applicator.	$ 26.93	0.00
IRONWORKER: Group 2 - Erect, place and join steel girders, columns, structural framework, air wrenches, spud bars, grinders, drills, sledgehammers, tag lines, plumb bobs, lasers, levels, bolts, wire, welds, shears, rod-bending machines	$ 28.97	0.00
IRONWORKER: Group 1 - Position and secure steel bars or mesh in concrete for reinforcement, steel tyers, saw. Carrying, placing, tying, reinforcing steel under supervision, cutting. Placing steel or prefabricated reinforcement assembly for placement in concrete forms.	$ 26.93	0.00
ELECTRICIAN	$ 35.43	8.69

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

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

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

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

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

Union Rate Identifiers

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

this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The """SU""" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"