

# CONTRACT

FA98 (Form 650019)  
05-12

Letting Date: January 16, 2013 Contract ID: 77-0352-364  
County: POLK Project Engineer: DES MOINES RCE  
Cost Center: 601000 Object Code: 890  
Contract Work Type: PCC PAVEMENT - NEW

Bid Order No.: 106 ✓

DBE Commitment \$700,000.00

2013 FEB 12 PM 2:07:14

This agreement made and entered by and between the IOWA DEPARTMENT OF TRANSPORTATION,  
CONTRACTING AUTHORITY, AND  
UNITED CONTRACTORS INC. AND SUBSIDIARIES OF JOHNSTON, IA, (UN059), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 01/11/2013.

SEE ATTACHED PROJECT LIST ON PAGE 1C.

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series<sup>2012</sup> of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: DS-12008, DS-12009, DS-12019, DS-12025, DS-12027, DS-12033, DS-12034, DS-12037, FHWA-1273.05, GS-12001, IA12-1.2A, SP-120011, SP-120022, SP-120027, SS-12005, ADDENDUMS: 16JAN106.A01, 16JAN106.A02, 16JAN106.A03, 16JAN106.A04, 16JAN106.A05, 16JAN106.A06, 16JAN106.A07, 16JAN106.A08, 16JAN106.A09, 16JAN106.A10, 16JAN106.A11

Contractor, for and in considerations of \$ 19,538,612.10 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

By Steve S. J. O. PRESIDENT, UNITED CONTRACTORS INC + SUBSIDIARIES  
Contractor

By [Signature]  
Contracting Authority

Contractor (if joint venture)

FEB 15 2013

Contract Award Date

Iowa DOT Concurrence

For Local Agency Contract

Concurrence Date

Letting Date: January 16, 2013 Contract ID: 77-0352-364

Bid Order No. : 106

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
	CONTRACT LATE START DATE 04/01/2013 150 WORKING DAYS	\$8,000.00
01	TIME BID SITE 30 CALENDAR DAYS A + B RAILROAD FLAGGERS	\$700.00

CONTRACT NOTES

\*\*\* NO EXCUSE ROAD OPENING BONUS \*\*\*

THE CONTRACTOR WILL BE PAID THE PREDETERMINED LUMP SUM AMOUNT SHOWN IN THE PROPOSAL SCHEDULE OF PRICES FOR THE BID ITEM 'NO EXCUSE ROAD OPENING BONUS' FOR COMPLETING ALL CONSTRUCTION SO THAT I-35 IS OPEN TO TRAFFIC ON OR BEFORE THE CALENDAR DATE SHOWN. COMPLIANCE REQUIRES THAT THE CONTRACTOR MUST HAVE ALL CONSTRUCTION ON THE CONTRACT COMPLETED AND HAVE I-35 OPEN TO TRAFFIC WITH NO FURTHER LANE OR RAMP CLOSURES. ANY OTHER DELAYS DUE TO WEATHER, CHANGE ORDERS, OVERRUNS OF QUANTITIES, UTILITY DELAYS, OR ANY OTHER DELAYS WILL NOT BE CONSIDERED AS JUSTIFICATION TO MODIFY THE CALENDAR DATE.

\*\*\*WINTER FREE TIME FOR PROJECT NO.

IM-035-2(384)69--13-77\*\*\*  
THE CONTRACTOR MAY BEGIN WORK FOR PROJECT NO. IM-035-2(384)69--13-77 ON MARCH 1, 2013, WITHOUT BEING CHARGED WORKING DAYS. WORKING DAYS WILL BE CHARGED STARTING ON THE LATE START DATE OF APRIL 01, 2013.

LETTING DATE: January 16, 2013

BID ORDER NO.: 106

PROJECT: IM-035-2(329)67--13-77 COUNTY: POLK  
 WORK TYPE: TRAFFIC SIGNS ACCOUNTING ID: 30319  
 ROUTE: I-35 LENGTH (MILES): 3.56  
 LOCATION: WARREN CO. LINE N. TO I-80/235(SBL)  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$210,179.10

PROJECT: BRFIM-035-2(351)72--05-77 COUNTY: POLK  
 WORK TYPE: BRIDGE REPLACEMENT - PPCB ACCOUNTING ID: 30320  
 ROUTE: I-35 LENGTH (MILES): 0  
 LOCATION: IN THE CITY OF WEST DES MOINES I-35 SB OVER EP TRUE PKY.,  
 UP R.R. & JORDON CREEK  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$2,902,092.15

PROJECT: IM-035-2(364)67--13-77 COUNTY: POLK  
 WORK TYPE: PCC PAVEMENT - NEW ACCOUNTING ID: 30321  
 ROUTE: I-35 LENGTH (MILES): 3.62  
 LOCATION: FROM WARREN CO. LINE N. TO I-80/235(SBL)  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT MILE POST: 68.12 TO 71.6  
 PROJECT AMOUNT: \$12,182,960.27

PROJECT: IM-035-2(367)67--13-77 COUNTY: POLK  
 WORK TYPE: LIGHTING ACCOUNTING ID: 30322  
 ROUTE: I-35 LENGTH (MILES): 0  
 LOCATION: IN THE CITY OF WEST DES MOINES AT THE GRAND AVE.  
 INTERCHANGE  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$80,744.33

PROJECT: BRFIM-035-2(369)69--05-77 COUNTY: POLK  
 WORK TYPE: BRIDGE REPLACEMENT - PPCB ACCOUNTING ID: 30323  
 ROUTE: I-35 LENGTH (MILES): 0  
 LOCATION: IN THE CITY OF WEST DES MOINES OVER IAIS R.R. (SBL)  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$1,241,791.95

PROJECT: BRFIM-035-2(371)69--05-77 COUNTY: POLK  
 WORK TYPE: BRIDGE REPLACEMENT - PPCB ACCOUNTING ID: 30324  
 ROUTE: I-35 LENGTH (MILES): 0  
 LOCATION: IN THE CITY OF WEST DES MOINES OVER GRAND AVE. (SBL)  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$1,313,580.70

PROJECT: IM-035-2(384)69--13-77 COUNTY: POLK  
 WORK TYPE: BRIDGE NEW - PPCB ACCOUNTING ID: 30325  
 ROUTE: I-35 LENGTH (MILES): 0  
 LOCATION: IN THE CITY OF WEST DES MOINES AT THE GRAND AVE. INTERCHANGE  
 (SB ENTRANCE RAMP D OVER IAIS R.R.)  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$751,102.55

CONTRACT ID: 77-0352-364

PAGE: 1D

LETTING DATE: January 16, 2013

BID ORDER NO.: 106

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PROJECT: IM-035-2(411)69--13-77  
WORK TYPE: RCB CULVERT NEW - SINGLE BOX  
ROUTE: I-35

COUNTY: POLK  
ACCOUNTING ID: 30326  
LENGTH (MILES): 0

LOCATION: IN THE CITY OF WEST DES MOINES AT THE GRAND AVE.  
INTERCHANGE(3 LOCATIONS)

FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
PROJECT AMOUNT: \$856,161.05  
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CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
SECTION 0001 ROADWAY ITEMS				
IM-035-2(329)67--13-77				
0010	2401-6745355 REMOVAL OF CONCRETE FOOTINGS OF HIGHWAY SIGNS	 25.000  EACH	 300.00000	 7,500.00
0020	2401-6745910 REMOVAL OF SIGN	 32.000  EACH	 260.00000	 8,320.00
0030	2402-2720000 EXCAVATION, CLASS 20	 136.000  CY	 26.47000	 3,599.92
0040	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	 36.600  CY	 256.34000	 9,382.04
0050	2404-7775005 REINFORCING STEEL, EPOXY COATED	 5,806.000  LB	 1.21000	 7,025.26
0060	2423-1050330 OVERHEAD SIGN SUPPORT STRUCTURE, CANTILEVERED, 33 FT. ARM	 2.000  EACH	 28,000.00000	 56,000.00
0070	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	 3.000  EACH	 1,260.00000	 3,780.00
0080	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	 26.000  EACH	 852.15000	 22,155.90
0090	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	 11.000  EACH	 887.00000	 9,757.00
0100	2524-9089100 DELINEATOR, RIGID - TYPE I	 33.000  EACH	 49.29000	 1,626.57

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			Dollars	Cts	Dollars	Cts
0110	2524-9089110 DELINEATOR, RIGID - TYPE IA	52.000 EACH	55.00000		2,860.00	
0120	2524-9089200 DELINEATOR, RIGID - TYPE II	16.000 EACH	50.66000		810.56	
0130	2524-9210000 MILEPOST MARKERS	4.000 EACH	142.11000		568.44	
0140	2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	806.000 LF	15.22000		12,267.32	
0150	2524-9278046 STEEL BREAKAWAY SIGN POSTS, RECTANGULAR TUBE, 4" X 6"	20.000 LF	34.20000		684.00	
0160	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	403.800 LF	35.00000		14,133.00	
0170	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	248.900 LF	40.22000		10,010.76	
0180	2524-9290009 SIGN MOUNTING BRACKETS, SPECIAL	15.000 EACH	148.13000		2,221.95	
0190	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	369.000 SF	14.02000		5,173.38	
0200	2524-9325007 TYPE A SIGNS, PLYWOOD	249.000 SF	21.00000		5,229.00	

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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars  Cts
0210	2524-9380001 TYPE B  SIGNS, EXTRUDED ALUMINUM  STRUCTURAL PANEL	 1,256.000   SF	 16.50000	 20,724.00
0220	2526-8285000  CONSTRUCTION SURVEY	LUMP	LUMP	 2,000.00
0230	2528-8445110 TRAFFIC  CONTROL	LUMP	LUMP	 1,000.00
0240	2528-8445113 FLAGGERS	 10.000   EACH	 325.00000	 3,250.00
0250	2533-4980005  MOBILIZATION	LUMP	LUMP	 100.00
SECTION 0002 DESIGN NO. 0413; 441'-0 X 59'- 5 1/2 PPCB BRIDGE BRFIM-035-2(351)72--05-77				
0260	2401-6745625 REMOVAL OF  EXISTING BRIDGE	LUMP	LUMP	 150,000.00
0270	2402-2720000 EXCAVATION,  CLASS 20	 221.000   CY	 30.00000	 6,630.00
0280	2403-0100010 STRUCTURAL  CONCRETE (BRIDGE)	 37.900   CY	 600.00000	 22,740.00
0290	2403-7000210 HIGH  PERFORMANCE STRUCTURAL  CONCRETE	 1,178.000   CY	 500.00000	 589,000.00
0300	2404-7775000 REINFORCING  STEEL	 139,018.000   LB	 0.85000	 118,165.30
0310	2404-7775005 REINFORCING  STEEL, EPOXY COATED	 277,106.000   LB	 0.85000	 235,540.10

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 Primary Work Type: PCC PAVEMENT - NEW 10:00 A.M.  
 Primary County: POLK

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0320	2407-0550000 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, SBTD135	14.000 EACH	20,500.00000		287,000.00	
0330	2407-0564080 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BT80	7.000 EACH	12,500.00000		87,500.00	
0340	2407-0564085 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BT85	7.000 EACH	13,500.00000		94,500.00	
0350	2408-7800000 STRUCTURAL STEEL	33,874.000 LB	2.50000		84,685.00	
0360	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	119.500 LF	250.00000		29,875.00	
0370	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	119.500 LF	30.00000		3,585.00	
0380	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	470.600 LF	45.00000		21,177.00	
0390	2433-0001060 CONCRETE DRILLED SHAFT, 60 IN. DIAMETER	822.000 LF	675.00000		554,850.00	
0400	2433-0003000 DEMONSTRATION SHAFT	94.000 LF	540.00000		50,760.00	
0410	2499-2300001 DECK DRAINS	LUMP	LUMP		750.00	
0420	2501-0201057 PILES, STEEL, HP 10 X 57	4,840.000 LF	38.00000		183,920.00	

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0430	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP	5,500.00
0440	2533-4980005 MOBILIZATION	LUMP	LUMP	183,800.00
0450	2601-2638660 BRIDGE WING ARMORING - MACADAM STONE	11.400  SY	125.00000	1,425.00
SECTION 0003 ROADWAY ITEMS BRFIM-035-2(351)72--05-77				
0460	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	28.900  SY	100.00000	2,890.00
0470	2301-0690200 BRIDGE APPROACH, RK-20	877.500  SY	150.00000	131,625.00
0480	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	3,669.900  SY	2.50000	9,174.75
0490	2503-0500380 BRIDGE END DRAIN, RF-38	1.000  EACH	7,500.00000	7,500.00
0500	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP	2,000.00
0510	2595-0000100 UPRR INSURANCE PROVISIONS	LUMP	LUMP	37,500.00
SECTION 0004 ROADWAY ITEMS IM-035-2(364)67--13-77				

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			Dollars	Cts	Dollars	Cts
0520	2102-0425070 SPECIAL  BACKFILL	 69,308.700   TON	 10.00000		 693,087.00	
0530	2102-2625000  EMBANKMENT-IN-PLACE	 124.300   CY	 25.00000		 3,107.50	
0540	2102-2710070 EXCAVATION,  CLASS 10, ROADWAY AND  BORROW	 237,253.000   CY	 4.10000		 972,737.30	
0550	2102-2712015 EXCAVATION,  CLASS 12, BOULDERS OR  ROCK FRAGMENTS	 10.000   CY	 100.00000		 1,000.00	
0560	2105-8425015 TOPSOIL,  STRIP, SALVAGE AND  SPREAD	 34,505.600   CY	 5.00000		 172,528.00	
0570	2107-0875100 COMPACTION  WITH MOISTURE CONTROL	 139,031.000   CY	 0.50000		 69,515.50	
0580	2111-8174100 GRANULAR  SUBBASE	 138,164.600   SY	 3.40000		 469,759.64	
0590	2113-0001100 SUBGRADE  STABILIZATION MATERIAL,  POLYMER GRID	 158,858.800   SY	 1.20000		 190,630.56	
0600	2115-0100000 MODIFIED  SUBBASE	 2,300.000   CY	 59.50000		 136,850.00	
0610	2123-7450020 SHOULDER  FINISHING, EARTH	 205.600   STA	 670.00000		 137,752.00	
0620	2214-5145150 PAVEMENT  SCARIFICATION	 11,418.800   SY	 7.00000		 79,931.60	

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 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0630	2301-1003090 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3 DURABILITY, 9 IN.	14,712.200	39.00000		573,775.80	
0640	2301-1004115 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 11.5 IN.	111,349.400	37.75000		4,203,439.85	
0650	2301-9090000 QUALITY MANAGEMENT - CONCRETE (QM-C)	39,248.000	1.00000		39,248.00	
0660	2303-0043502 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), SURFACE COURSE, 1/2 IN. MIX, FRICTION L-2	877.100	100.00000		87,710.00	
0670	2303-0043503 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), SURFACE COURSE, 1/2 IN. MIX, FRICTION L-3	882.100	90.00000		79,389.00	
0680	2303-0246422 ASPHALT BINDER, PG 64-22	105.600	582.00000		61,459.20	
0690	2303-6911000 HOT MIX ASPHALT PAVEMENT SAMPLES			LUMP	1,000.00	
0700	2304-0100000 DETOUR PAVEMENT	2,906.000	43.00000		124,958.00	
0710	2312-8260051 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	2.000	200.00000		400.00	

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			Dollars	Cts	Dollars	Cts
0720	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	24.000 EACH	700.00000		16,800.00	
0730	2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	4.000 EACH	725.00000		2,900.00	
0740	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	132.000 LF	60.00000		7,920.00	
0750	2416-1180030 CULVERT, CONCRETE ROADWAY PIPE, 30 IN. DIA.	23.000 LF	70.00000		1,610.00	
0760	2416-1240030 CULVERT, 3000D CONCRETE ROADWAY PIPE, 30 IN. DIA.	160.000 LF	90.00000		14,400.00	
0770	2416-1262030 CULVERT, CONCRETE PIPE, 2000D, TRENCHLESS, 30 IN. DIA.	200.000 LF	280.00000		56,000.00	
0780	2435-0250300 INTAKE, SW-503	17.000 EACH	3,200.00000		54,400.00	
0790	2435-0251100 INTAKE, SW-511	1.000 EACH	3,000.00000		3,000.00	
0800	2502-6745952 REMOVAL OF SUBDRAIN	15,921.000 LF	1.20000		19,105.20	
0810	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	26,396.500 LF	5.60000		147,820.40	
0820	2502-8220193 SUBDRAIN OUTLET (RF-19C)	33.000 EACH	285.00000		9,405.00	

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			Dollars	Cts	Dollars	Cts
0830	2502-8220196 SUBDRAIN OUTLET, RF-19E	81.000 EACH	185.00000		14,985.00	
0840	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	2,015.000 LF	53.00000		106,795.00	
0850	2505-4008300 STEEL BEAM GUARDRAIL	437.500 LF	17.20000		7,525.00	
0860	2505-4021700 STEEL BEAM GUARDRAIL END TERMINAL	5.000 EACH	1,925.00000		9,625.00	
0870	2506-4984000 FLOWABLE MORTAR	422.500 CY	110.00000		46,475.00	
0880	2507-3250005 ENGINEERING FABRIC	464.200 SY	5.00000		2,321.00	
0890	2507-8029000 EROSION STONE	250.700 TON	50.00000		12,535.00	
0900	2510-6745850 REMOVAL OF PAVEMENT	127,000.000 SY	4.30000		546,100.00	
0910	2518-6910000 SAFETY CLOSURE	16.000 EACH	100.00000		1,600.00	
0920	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	1,371.600 STA	16.21000		22,233.64	

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			Dollars	Cts	Dollars	Cts
0930	2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	89.520 STA	116.00000		10,384.32	
0940	2527-9263180 PAVEMENT MARKINGS REMOVED	904.920 STA	13.93000		12,605.54	
0950	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	57,125.000 LF	18.65000		1,065,381.25	
0960	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	7.000 EACH	4,293.57000		30,054.99	
0970	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		90,000.00	
0980	2528-8445113 FLAGGERS	50.000 EACH	325.00000		16,250.00	
0990	2528-9290004 CHANGEABLE MESSAGE SIGNS, PORTABLE	50.000 CDAY	45.00000		2,250.00	
1000	2533-4980005 MOBILIZATION	LUMP	LUMP		381,000.00	
1010	2551-0000110 TEMP CRASH CUSHION	5.000 EACH	1,200.00000		6,000.00	
1020	2601-2634100 MULCHING	60.000 ACRE	700.00000		42,000.00	
1030	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	60.000 ACRE	70.00000		4,200.00	

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 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1040	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	5.000  ACRE	70.00000		350.00	
1050	2602-0000020 SILT FENCE	5,200.000  LF	1.50000		7,800.00	
1060	2602-0000030 SILT FENCE FOR DITCH CHECKS	2,880.000  LF	1.50000		4,320.00	
1070	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	608.000  LF	0.20000		121.60	
1080	2602-0000306 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 6 IN. DIA.	400.000  LF	1.50000		600.00	
1090	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	400.000  LF	2.00000		800.00	
1100	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	400.000  LF	3.00000		1,200.00	
1110	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000  EACH	500.00000		500.00	
1120	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000  EACH	1,000.00000		1,000.00	
1121	2402-0425040 FLOODED BACKFILL	3,131.700  CY	22.00000		68,897.40	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars  Cts
1122	2402-2720000 EXCAVATION, CLASS 20	 828.800  CY	 7.50000	 6,216.00
1123	2213-8201050 BASE WIDENING, 5 IN. HOT MIX ASPHALT MIXTURE	 140.800  SY	 36.00000	 5,068.80
SECTION 0005 ALTERNATE 'AA' OPTION 1: PCC SHOULDER BID THIS SECTION IF ALTERNATE 'AA' OPTION 1 IS CHOSEN (364) ALT GROUP AA1				
1130	2102-0425070 SPECIAL BACKFILL	 2,991.400  TON	 21.20000	 63,417.68
1140	2122-5190007 PAVED SHOULDER, P.C. CONCRETE, 7 IN.	 4,353.000  SY	 27.50000	 119,707.50
SECTION 0007 ALTERNATE 'BB' OPTION 1: MACHINE CONTROL BID THIS SECTION IF ALTERNATE 'BB' OPTION 1 IS CHOSEN (364) ALT GROUP BB1				
1170	2301-9090100 PCC PAVING 3-D MACHINE CONTROL	 LUMP	 LUMP	 1.00
1180	2526-8285000 CONSTRUCTION SURVEY	 LUMP	 LUMP	 38,000.00
1190	2526-8286000 GLOBAL POSITIONING SYSTEM (GPS) MACHINE CONTROL GRADING	 LUMP	 LUMP	 25,000.00
SECTION 0009 PAYMENT ADJUSTMENT INCENTIVE ITEMS IM-035-2(364)67--13-77				
1210	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	 115,000.000  EACH	 1.00000	 115,000.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1220	2301-7000120 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR QM-C PCC PAVEMENT COARSENESS AND WORKABILITY FACTORS	90,000.000 EACH	1.00000		90,000.00	
1230	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	94,000.000 EACH	1.00000		94,000.00	
SECTION 0010 LIGHTING ITEMS IM-35-2(367)67--13-77						
1240	2401-6745356 REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	10.000 EACH	450.00000		4,500.00	
1250	2401-6745765 REMOVAL OF LIGHT POLES	6.000 EACH	270.00000		1,620.00	
1260	2523-0000200 ELECTRICAL CIRCUITS	2,225.000 LF	19.30000		42,942.50	
1270	2523-0000310 HANDHOLES AND JUNCTION BOXES	8.000 EACH	589.38000		4,715.04	
1280	2523-0000400 CONTROL CABINET	1.000 EACH	7,362.61000		7,362.61	
1290	2523-6765009 REMOVE AND REINSTALL LIGHT POLE AND LUMINAIRE	3.000 EACH	1,848.06000		5,544.18	
1300	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		1,000.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059 Bid Order No.: 106  
 Contract ID No.: 77-0352-364 Letting Date: January 16, 2013  
 Primary Work Type: PCC PAVEMENT - NEW 10:00 A.M.  
 Primary County: POLK

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1310	2533-4980005 MOBILIZATION	LUMP	LUMP			500.00
1320	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP	LUMP			1,080.00
1330	2599-9999005 ('EACH' ITEM) REMOVAL OF CONTROL CABINET	1.000 EACH	540.00000			540.00
1340	2599-9999005 ('EACH' ITEM) REMOVAL OF TOWER LIGHT POLE ASSEMBLY	1.000 EACH	10,940.00000			10,940.00
SECTION 0011 DESIGN NO. 0213; 194'-0 X 48'-0 PPCB BRIDGE BRFIM-035-2 (369) 69--05-77						
1350	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP	LUMP			82,000.00
1360	2402-2720000 EXCAVATION, CLASS 20	112.000 CY	30.00000			3,360.00
1370	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	144.600 CY	600.00000			86,760.00
1380	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	352.500 CY	500.00000			176,250.00
1390	2404-7775000 REINFORCING STEEL	39,438.000 LB	0.90000			35,494.20
1400	2404-7775005 REINFORCING STEEL, EPOXY COATED	117,185.000 LB	0.85000			99,607.25

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1410	2407-0563035 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTC35	6.000 EACH	8,500.00000		51,000.00	
1420	2407-0563040 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTC40	6.000 EACH	8,500.00000		51,000.00	
1430	2407-0563115 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTC115	6.000 EACH	15,000.00000		90,000.00	
1440	2408-7800000 STRUCTURAL STEEL	6,100.000 LB	2.50000		15,250.00	
1450	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	221.000 LF	50.00000		11,050.00	
1460	2433-0001048 CONCRETE DRILLED SHAFT, 48 IN. DIAMETER	230.000 LF	760.00000		174,800.00	
1470	2433-0003000 DEMONSTRATION SHAFT	56.000 LF	675.00000		37,800.00	
1480	2499-2300001 DECK DRAINS	LUMP	LUMP		7,500.00	
1490	2501-0201057 PILES, STEEL, HP 10 X 57	880.000 LF	42.00000		36,960.00	
1500	2501-6335010 PREBORED HOLES	160.000 LF	30.00000		4,800.00	
1510	2501-8400172 TEMPORARY SHORING	LUMP	LUMP		5,000.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059 Bid Order No.: 106  
 Contract ID No.: 77-0352-364 Letting Date: January 16, 2013  
 Primary Work Type: PCC PAVEMENT - NEW 10:00 A.M.  
 Primary County: POLK

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars  Cts
1520	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP	5,000.00
1530	2533-4980005 MOBILIZATION	LUMP	LUMP	100,800.00
1540	2599-9999010 ('LUMP SUM' ITEM) TEMPORARY SHEET PILE	LUMP	LUMP	7,500.00
1550	2599-9999018 ('SQUARE YARDS' ITEM) MULTI-LAYER POLYMER CONCRETE OVERLAY	372.100 SY	95.00000	35,349.50
1560	2601-2638660 BRIDGE WING ARMORING - MACADAM STONE	10.000 SY	125.00000	1,250.00
SECTION 0012 ROADWAY ITEMS BRFIM-035-2(369)69--05-77				
1570	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	28.900 SY	100.00000	2,890.00
1580	2301-0690200 BRIDGE APPROACH, RK-20	723.700 SY	150.00000	108,555.00
1590	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	1,726.400 SY	2.50000	4,316.00
1600	2503-0500380 BRIDGE END DRAIN, RF-38	1.000 EACH	7,500.00000	7,500.00

SECTION 0013 DESIGN NO. 0313; 284'-0 X 49'-7 PPCB BRIDGE  
 BRFIM-035-2(371)69--05-77

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1610	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP	LUMP	115,000.00
1620	2402-2720000 EXCAVATION, CLASS 20	891.0000 CY	100.00000	89,100.00
1630	2402-2722000 EXCAVATION, CLASS 22	16.0000 CY	500.00000	8,000.00
1640	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	168.100 CY	500.00000	84,050.00
1650	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	651.300 CY	500.00000	325,650.00
1660	2404-7775000 REINFORCING STEEL	21,965.000 LB	0.85000	18,670.25
1670	2404-7775005 REINFORCING STEEL, EPOXY COATED	160,797.000 LB	0.85000	136,677.45
1680	2407-0550000 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, SBTD135	6.000 EACH	19,000.00000	114,000.00
1690	2407-0550000 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, SBTD45	6.000 EACH	8,500.00000	51,000.00
1700	2407-0564100 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTD100	6.000 EACH	14,000.00000	84,000.00
1710	2408-7800000 STRUCTURAL STEEL	13,958.000 LB	2.50000	34,895.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059 Bid Order No.: 106  
 Contract ID No.: 77-0352-364 Letting Date: January 16, 2013  
 Primary Work Type: PCC PAVEMENT - NEW 10:00 A.M.  
 Primary County: POLK

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1720	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	 311.000  LF	 50.00000		 15,550.00	
1730	2499-2300001 DECK DRAINS	 LUMP	 LUMP		 7,500.00	
1740	2501-0201057 PILES, STEEL, HP 10 X 57	 740.000  LF	 44.00000		 32,560.00	
1750	2501-6335010 PREBORED HOLES	 230.000  LF	 30.00000		 6,900.00	
1760	2526-8285000 CONSTRUCTION SURVEY	 LUMP	 LUMP		 5,000.00	
1770	2533-4980005 MOBILIZATION	 LUMP	 LUMP		 70,800.00	
1780	2601-2638660 BRIDGE WING ARMORING - MACADAM STONE	 10.000  SY	 125.00000		 1,250.00	
SECTION 0014 ROADWAY ITEMS						
BRFIM-035-2(371)69--05-77						
1790	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	 28.900  SY	 100.00000		 2,890.00	
1800	2301-0690200 BRIDGE APPROACH, RK-20	 647.900  SY	 150.00000		 97,185.00	
1810	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	 2,161.200  SY	 2.50000		 5,403.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1820	2503-0500380 BRIDGE END DRAIN, RF-38	 1.000  EACH	 7,500.00000	 7,500.00
SECTION 0015 DESIGN NO. 0113; A 194'-0 X 26'-0 PPCB BRIDGE IM-035-2 (384) 69--13-77				
1830	2402-2720000 EXCAVATION, CLASS 20	 659.000  CY	 30.00000	 19,770.00
1840	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	 419.900  CY	 550.00000	 230,945.00
1850	2404-7775000 REINFORCING STEEL	 20,420.000  LB	 0.90000	 18,378.00
1860	2404-7775005 REINFORCING STEEL, EPOXY COATED	 72,588.000  LB	 0.85000	 61,699.80
1870	2407-0562830 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB30	 4.000  EACH	 9,000.00000	 36,000.00
1880	2407-0562855 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB55	 4.000  EACH	 9,000.00000	 36,000.00
1890	2407-0562905 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB105	 4.000  EACH	 15,000.00000	 60,000.00
1900	2408-7800000 STRUCTURAL STEEL	 5,595.000  LB	 2.50000	 13,987.50
1910	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	 422.600  LF	 50.00000	 21,130.00
1920	2501-0201057 PILES, STEEL, HP 10 X 57	 1,125.000  LF	 45.00000	 50,625.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1930	2501-6335010 PREBORED HOLES	100.000    LF	30.00000		3,000.00	
1940	2501-8400172 TEMPORARY SHORING	LUMP	LUMP		50,000.00	
1950	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		4,000.00	
1960	2533-4980005 MOBILIZATION	LUMP	LUMP		57,800.00	
1970	2601-2638620 MACADAM STONE SLOPE PROTECTION	614.000    SY	30.00000		18,420.00	
1980	2601-2638660 BRIDGE WING ARMORING - MACADAM STONE	16.000    SY	125.00000		2,000.00	
SECTION 0016 ROADWAY ITEMS IM-035-2(384)69--13-77						
1990	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	36.700    SY	100.00000		3,670.00	
2000	2301-0690200 BRIDGE APPROACH, RK-20	311.300    SY	150.00000		46,695.00	
2010	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	792.900    SY	2.50000		1,982.25	
2020	2503-0500380 BRIDGE END DRAIN, RF-38	2.000    EACH	7,500.00000		15,000.00	
SECTION 0017 DESIGN NO. 0713; 12'-0 X 12'-0 RCB CULVERT EXTENSION IM-035-2(411)69--13-77						

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059 Bid Order No.: 106  
 Contract ID No.: 77-0352-364 Letting Date: January 16, 2013  
 Primary Work Type: PCC PAVEMENT - NEW 10:00 A.M.  
 Primary County: POLK

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2030	2401-6750001 REMOVALS, AS PER PLAN	LUMP	LUMP			5,000.00
2040	2402-2720000 EXCAVATION, CLASS 20	50.000 CY	100.00000			5,000.00
2050	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	86.600 CY	365.00000			31,609.00
2060	2404-7775000 REINFORCING STEEL	10,662.000 LB	1.00000			10,662.00
2070	2507-3250005 ENGINEERING FABRIC	400.000 SY	3.00000			1,200.00
2080	2507-6800061 REVETMENT, CLASS E	370.000 TON	45.00000			16,650.00
2090	2533-4980005 MOBILIZATION	LUMP	LUMP			15,000.00
SECTION 0018 DESIGN NO. 0813; 12'-0 X 12'-0 X 292'-0 RCB CULVERT IM-035-2(411)69--13-77						
2100	2102-0425071 SPECIAL BACKFILL	127.000 CY	42.00000			5,334.00
2110	2402-2720000 EXCAVATION, CLASS 20	15,775.000 CY	6.00000			94,650.00
2120	2402-2722000 EXCAVATION, CLASS 22	6.000 CY	100.00000			600.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059 Bid Order No.: 106  
 Contract ID No.: 77-0352-364 Letting Date: January 16, 2013  
 Primary Work Type: PCC PAVEMENT - NEW 10:00 A.M.  
 Primary County: POLK

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2130	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	810.000 CY	330.00000		267,300.00	
2140	2404-7775000 REINFORCING STEEL	140,270.000 LB	1.00000		140,270.00	
2150	2533-4980005 MOBILIZATION	LUMP	LUMP		33,000.00	
SECTION 0019 DESIGN NO. 1013; 14'-0 X 10'-0 X 64'-0 RCB CULVERT IM-035-2(411)69--13-77						
2160	2102-0425071 SPECIAL BACKFILL	998.000 CY	41.00000		40,918.00	
2170	2402-2720000 EXCAVATION, CLASS 20	1,860.000 CY	12.00000		22,320.00	
2180	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	189.400 CY	500.00000		94,700.00	
2190	2404-7775000 REINFORCING STEEL	31,173.000 LB	1.00000		31,173.00	
2200	2533-4980005 MOBILIZATION	LUMP	LUMP		15,000.00	
SECTION 0020 PEDESTRIAN UNDERPASS LIGHTING ITEMS IM-035-2(411)69--13-77						
2210	2599-9999009 ('LINEAR FEET' ITEM) 4 IN. PVC CONDUIT - EMPTY	290.000 LF	24.78000		7,186.20	
2220	2599-9999010 ('LUMP SUM' ITEM) PEDESTRIAN UNDERPASS LIGHTING SYSTEM	LUMP	LUMP		18,588.85	
SECTION 0021 CONTRACT ITEMS						

CONTRACT SCHEDULE OF PRICES

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Vendor No.: UN059  
 Contract ID No.: 77-0352-364  
 Primary Work Type: PCC PAVEMENT - NEW  
 Primary County: POLK

Bid Order No.: 106  
 Letting Date: January 16, 2013  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
2230	2528-5160000 NO EXCUSE ROAD OPENING BONUS, TO OPEN ALL LANES OF TRAFFIC ON OR BEFORE NOVEMBER 25, 2013	LUMP	LUMP	500,000.00
2231	2599-9999010 ('LUMP SUM' ITEM) PROJECT MANAGEMENT	LUMP	LUMP	150,000.00
2232	2595-0000010 RAILROAD INSURANCE PROVISIONS	LUMP	LUMP	29,000.00
TOTAL BID				19,538,612.10

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: December 21, 2012

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A01

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Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

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Make the following change to the plans for Project No. IM-035-2(364)67--13-77:

Delete Plan Sheet J.1 and add the attached Plan Sheet J.1.

**TRAFFIC CONTROL PLAN**

108-23A  
08-01-08

- Refer to Tab 108-26A for traffic control specifics.
- Interstate 35
  - \*No lane closures will be allowed on I-35 from 6:00 AM to 7:00 PM Sunday thru Thursday.
  - \*No lane closures will be allowed on Friday or Saturday at any time.
- Grand Avenue
  - \*1 lane of traffic in each direction will be maintained at all times, except for beam setting operation.
  - \*20 minute road closures will be allowed between 1:00 AM and 4:00 AM for beam setting operations.
- EP True Parkway
  - \*The outside westbound lane of EP True may be closed all hours all days.
  - \*Both Westbound lanes may be closed between 8:00 PM and 6:00 AM.
  - \*The Reinforced Box Culvert adjacent to EP True shall be fenced off to prevent any equipment from crossing. NO additional loads may be applied to this culvert.
  - \*20 minute road closures will be allowed on EP True Parkway between 1:00 AM and 4:00 AM for beam setting operations.
  - \*Either the Sidewalk or the Recreational Trail at EP True will remain open to pedestrians during construction.
- Union Pacific Rail Road Tracks at EP True
  - \*Due to low volume on the UP RR, the track can be taken out of service except for times when UP is using the track. Approximately 1 train per week is run through the project area. The contractor shall be notified with reasonable advance of the times in which the track will be placed in service. All equipment and materials must be outside the railroad clearance when the line is in service or flaggers will be required. The contractor shall notify Union Pacific at least 15 days in advance to occupy and use the UP Right-of-way. Refer to Developmental Specification 1288A - Construction Work on Railroad Right-of-Way with A-6 for Bidding Railroad Flaggers (Union Pacific Railroad).
- Mid-American Overhead Lines at EP True
  - \*The contractor shall note that the two overhead electric transmission lines in the northerly portion of the proposed bridge construction area are continuously energized. The conductors on these electric lines are bare and uninsulated and contact with these electric lines can cause serious injury or death. All people involved with any construction, maintenance, or similar activities within the vicinity of these electric lines must be aware and remain aware of the hazards of working around these electric lines, including maintaining proper safety clearances from these electric lines. De-energizing the two overhead electric transmission lines in the northerly portion of the proposed bridge construction area will be allowable only for bridge beam installation work directly under these two electric lines, subject to the following restrictions:
    - \* Electric line outage requests for the two electric transmission lines shall be limited to only two night-time line outages to install all bridge beams required to be placed under these two electric lines.
    - \* Each of these two night-time line outages shall be scheduled with MidAmerican Energy Company by the Contractor at least 14 calendar days in advance.
    - \* Each of these two night-time outages shall only be scheduled between 10:00 PM and 6:00 AM.
    - \* Approval by MidAmerican Energy Company of each of these two night-time line outages is subject to weather and electric system requirements as solely determined by MidAmerican Energy Company.
    - \* MidAmerican Energy Company reserves the right to re-energize these electric lines at any time by giving a one-hour notice to the Contractor.

**SIDEWALK CLOSURES**

113-2  
10-10-11

\*Assumes 6 foot wide barricade.  
Closures may need to be removed and re-established.

Location	Side	Type III Barricades*		Remarks
		NO.		
EP True Parkway - Trail	LT	2		
EP True Parkway - Trail	RT	2		
EP True Parkway - Sidewalk	RT	1		
EP True Parkway - Sidewalk	RT	1		

**STAGING NOTES**

188-26A  
08-01-08

- Stage 1 - Traffic:
  - Northbound & Southbound Traffic in existing lanes
  - Shift southbound traffic in 2 locations at Mills Civic Parkway Interchange to place detour pavement.
- Stage 1 - Construction:
  - Remove existing inside shoulder at 2 locations at Mills Civic Parkway Interchange.
  - Place detour pavement at these locations connecting existing median pavement to existing southbound lanes.
- Stage 2 - Traffic:
  - Place T&E and pavement markings as shown.
  - Shift traffic to existing median pavement and close southbound ramps at Grand Avenue.
  - Close ME loop and SE loop at Grand Avenue Interchange.
  - Shift traffic on Grand Avenue to two-way two-lane operation in the westbound lanes.
- Stage 2 - Construction:
  - Begin grading & paving of southbound lanes.
  - Begin grading & paving Ramp A and Ramp D.
  - Grade & pave eastbound lanes of Grand Avenue.
- Stage 3 - Traffic:
  - Shift ramp traffic at Mills Civic Parkway onto new pavement and detour pavement on shoulder of the existing ramps.
  - Shift traffic on Grand Avenue to two-way two-lane operation in the eastbound lanes.
  - Upon completion of paving close of southbound ramps at Mills Civic Parkway for a maximum of 2 nights per ramps.
- Stage 3 - Construction:
  - Grade & Pave gap area at Mills Civic Parkway.
  - Grade & Pave westbound lanes of Grand Avenue.
  - Finish grading and paving from Stage 2.
  - Resurface ramps at Mills Civic Parkway
- Stage 4 - Traffic:
  - Shift traffic to new southbound lanes.
  - Restore traffic on Grand Avenue to 4-lane operation.
  - Reopen ramps at Grand Avenue. Northbound loops remain closed.
- Stage 4 - Construction:
  - Construction Complete.

**TABULATION OF SPECIAL EVENTS**

182-15  
08-01-08

Event	Location	Date
Principal Charity Classic	Wakonda CC, DSM	5/28/2013-6/7/2013
World Pork Expo	Iowa State Fairgrounds	6/5/2013-6/7/2013
Iowa State Fair	Iowa State Fairgrounds	8/8/2013-8/18/2013
Big Vets Memorial	Des Moines	09/01/13

**COORDINATED OPERATIONS**

111-01  
04-17-12

Other work in progress during the same period of time will include the construction of the projects listed. Coordinate operations with those of other contractors working within the same area.

Project	Type of Work
IM-035-2(411)69--13-77	RCB Culvert New - Single Box
IM-035-2(384)89--13-77	Bridge New-PPCB
BAFIM-035-2(369)69--05-77	Bridge Replacement-PPCB
BAFIM-035-2(371)69--05-77	Bridge Replacement-PPCB
BAFIM-035-2(351)72--05-77	Bridge Replacement-PPCB
MS-005-1(509)104--77-77	Deck Joint Repair
MAIN-035-1(481)68--04-77	Deck Joint Repair
IMN-035-4(147)87--01-77	PCC Patching
IMN-035-4(48)122--01-77	PCC Patching
IM-035-2(325)69--13-77	Bridge New-Steel Girder
IM-035-2(424)71--02-77	PMA Resurfacing
IM-035-2(367)87--13-77	Lighting
IM-035-2(329)67--13-77	Traffic Signs
IM-035-2(316)85--13-91	Grade & Pave

ENGLISH IOWA DOT DESIGN TEAM Jia/Hoskins

Polk COUNTY PROJECT NUMBER IM-035-2(364)67--13-77

SHEET NUMBER J.1

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: December 28, 2012

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A02

**Notice:** Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0870 2506-4984000 FLOWABLE MORTAR:

From: 403.400 CY

To: 422.500 CY

Add Proposal Line No. 1121 2402-0425040 FLOODED BACKFILL, 3,131.700 CY

Add Proposal Line No. 1122 2402-2720000 EXCAVATION, CLASS 20, 828.800 CY

If the above changes are not made, they will be made as shown here.

Make the following change to the plans for Project No. IM-035-2(364)67--13-77:

Tab. 100-4A ESTIMATE REFERENCE INFORMATION:

Add the following note to the reference notes for the item 2402-0425040, FLOODED BACKFILL:

Refer to Tabs. 104-3 and 104-4.

Add the following note to the reference notes for the item 2402-2720000, EXCAVATION, CLASS 20:

Refer to Tabs. 104-3.

Add the following note to the reference notes for the item 2506-4984000, FLOWABLE MORTAR:

Also refer to Tab. 104-3 for fill over roadway pipe.

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 4, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A03

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Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

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Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Add Proposal Line No. 2231 2599-9999010 PROJECT MANAGEMENT, LUMP SUM  
Unit Price is predetermined at \$150,000.000.

If the above changes are not made, they will be made as shown here.

Make the following change to the Proposal:

Add the attached SP-120022, SPECIAL PROVISIONS FOR PROJECT MANAGEMENT.

Make the following change to the Proposal Special Provisions Text and the Proposal Special Provisions List.:

Add the following Special Provision:

SP-120022 January 16, 2013

SPECIAL PROVISIONS FOR PROJECT MANAGEMENT



## Iowa Department of Transportation

### SPECIAL PROVISIONS FOR PROJECT MANAGEMENT

#### Polk County

BRFIM-035-2(351)72--05-77

BRFIM-035-2(369)69--05-77

BRFIM-035-2(371)69--05-77

IM-035-2(329)67--13-77

IM-035-2(364)67--13-77

IM-035-2(367)67--13-77

IM-035-2(384)69--13-77

IM-035-2(411)69--13-77

Effective Date  
January 16, 2013

**THE STANDARD SPECIFICATIONS, SERIES 2012, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.**

#### **120022.01 DESCRIPTION.**

The Contractor shall provide a Project Manager to perform project management responsibilities as described in this Special Provision.

#### **120022.02 COORDINATION OF SUBCONTRACTORS.**

The Project Manager shall be on the project at the beginning of each phase of work to be performed by a subcontractor. The Project Manager shall coordinate the work of each subcontractor working on the project and shall ensure that the subcontractor understands the scope of work required by the contract documents.

#### **120022.03 COMMUNICATION WITH THE ENGINEER.**

The Project Manager shall be responsible for communicating requests for information regarding details of the contract with the Engineer.

#### **120022.04 DOCUMENTATION OF ITEM PROGRESS.**

- A. The Project Manager, or designated representative, shall take and record item measurements and perform calculations to determine pay quantities for invoicing work performed. The items shall be measured as defined in the Method of Measurement specified for each item. The measurements shall be accurate to the nearest 0.1 unit unless otherwise specified in the contract documents.

- B.** As a minimum, the following information shall be included for all item quantity records and measurements:
- Project Number
  - Proposal Line No. and Item Code
  - Date the work was performed
  - Name of contractor/subcontractor performing the work
  - Location of the work
  - Measured quantity
  - Calculations made to arrive at the quantity
  - Remarks and/ or supporting sketch as needed to clearly define the work performed and quantity measured
  - Names of persons measuring the work
  - Identification of whether the measurement is interim or final
  - Signed certification statement by the persons taking the measurements, performing the calculations, and submitting them for payment that the measurement and calculations are correct.
- C.** The Contracting Authority will make available the item forms that shall be used for recording item progress. The Contractor may submit alternative forms to the Engineer for approval.
- D.** When the method of measurement requires weighing or volume measurement in the hauling vehicle, the Project Manager, or designated representative, shall collect the scale tickets and record the location and placement of the material. The Project Manager shall furnish the original truck scale tickets and a signed, written summary of the delivery of the material to the Engineer at the end of each working day.
- E.** For lump sum items, the records shall support invoiced progress payments for pay estimates.
- F.** Unless otherwise specified, the item measurement shall be made when the work is in place and complete. When the work is not complete, the item measurement records shall be submitted as interim measurements.
- G.** The quantities submitted for payment by the Project Manager shall not include measurements for quantities of work performed outside the scope of work included in the contract without written authorization from the Engineer. The Project Manager shall not submit quantities of work performed to establish or remove plant sites, storage areas, or temporary areas used for Contractor operations.
- H.** The Project Manager shall submit item measurement records to the Engineer by the end of the following working day, or before subsequent work prevents verification of completed quantities, whichever occurs first.
- I.** When the quantity of work required for an item exceeds the contract quantity, the Project Manager shall notify the Engineer, in writing, that extra work is being performed. The notification shall include the location and an estimate of the quantity of extra work.
- J.** When extra work, as defined in Article 1109.03, B, of the Standard Specifications, is required, the Project Manager shall notify the Engineer, in writing, of the project number, quantity, contractor that will perform the work, and the proposed cost settlement of the extra work prior to beginning the work. The Project Manager and Engineer must agree on quantity and cost before the extra work is performed. For unusual circumstances, the Contractor may proceed with the work upon verbal agreement. The Engineer will issue a change order within 3 working days of the agreement. The Contractor shall promptly return the signed change order to ensure prompt payment for the extra work.

- K. The Project Manager and Engineer shall agree on a tracking system that will ensure mutual agreement on the status of all change orders.
- L. The Engineer will randomly select quantities for verification. If discrepancies between quantities furnished by the Project Manager and verified by the Engineer occur, the Project Manager and Engineer must reconcile differences before payment is processed. The Project Manager shall arrange to have the items in question remeasured and resubmitted if it is determined the original measurement included unacceptable or incomplete quantities of work. In the event the Project Manager, or designated representative, repeatedly fails to perform measurements as required, the Engineer will measure all quantities, and reduce final payment for the item, Project Management.
- M. If the Engineer withholds quantities for payment, the Project Manager will be provided the details, quantity, and reason for withholding payment. The Project Manager shall correct all deficiencies that have resulted in the withholding of payment within 2 weeks.

**120022.05 SUBMISSION OF MATERIAL APPROVAL DOCUMENTATION.**

The Project Manager shall maintain a Material Approval Record. This record shall include all material approval documentation as required for the basis of acceptance by Materials I.M. 204 except for material approved by visual inspection or tests performed by the Engineer. This includes certification statements for all certified materials incorporated in the project. For materials approved by brand name from an approved source, the Project Manager, or designated representative, shall document the brand name, producer, quantity, and appropriate Material I.M. for the material incorporated. Copies of these documents shall be provided to the Engineer when reporting item progress for progress payments.

**120022.06 FALSE STATEMENTS.**

The Contractor shall inform all personnel performing project management activities of the following provisions regarding the falsification of reports and certifications:

- FHWA 1273, IX False Statements;
- Code of Iowa 714.8, Subsection 3, Fraudulent Practices; and
- Article 1102.03, C, 5, of the Standard Specifications; Imposition of Increase in Bidder Qualification Requirements, Suspension, and Disqualification.

**120022.07 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**

- A. The predetermined Lump Sum price for Project Management shall be full compensation for coordinating, communicating, measuring, recording, and submitting the required documentation. Final payment may be reduced for failure to perform these requirements.
- B. Progress payments for this item will be made at the same rate as the percent of work completed.

# Addendum

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 8, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A04

Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

Make the following change to the Standard Specifications for Highway and Bridge Construction, Series 2012:

**\*\*\*REVISIONS TO THE STANDARD SPECIFICATION\*\*\***

>>> Delete Article 1102.17, E, 3, b, 3) Bidders with History of Utilizing DBE's.

>>> Replace the first sentence of Article 1102.17, E, 3, b, 4), b) with the following:

- . Within 2 business days after the deadline for bid submittal, the Department will use the two
- . Good Faith Effort methods to determine which bidders have made a Good Faith Effort to
- . meet the DBE goal on each proposal for which bids were received.

The intent of this addendum is that Annual Good Faith Effort Points will not be used to determine contract award.

Make the following change to Plan Sheet C.2 on Project Number IM-035-2(364)67--13-77:

Add the following note to the reference notes for the item 2528-8400157, TEMPORARY FLOODLIGHT LUMINAIRE:

Temporary floodlighting is to be used at both ends of the project to illuminate the shift in to/out of the median. This will be used in all stages and will be removed upon completion of the work.

The other areas of floodlighting are at ramps (at Mills Civic Parkway and the SB on ramp to 35 from I-80). These will be used in stages 2 and 3.

Make the following change to the Plan Sheet C.9 on Project Number IM-035-2(364)67--13-77:

Replace Tab. 108-27 TEMPORARY FLOODLIGHT LUMINAIRES with the attached Tab 108-27 TEMPORARY FLOODLIGHT LUMINAIRES.

Make the following change to the Plan Sheet P.2 on Project Number IM-035-2(411)69--13-77:

Delete the following sentence from the METER PEDESTAL SPECIFICATION:

“LOAD CENTER PORTION SHALL CONSIST OF A 120/240 VAC, SINGLE-PHASE, 3-WIRE, 100A, 2-POLE MAIN CIRCUIT BREAKER WITH 100A MAIN BUS AND SHORT CIRCUIT CURRENT WITHSTAND RATING OF 10,000A RMS SYMETRICAL.”

Replace the above sentence with the following:


“LOAD CENTER PORTION SHALL CONSIST OF A 120/240 VAC, SINGLE-PHASE, 3-WIRE, 100A MAIN LUGS, AND 100A LOAD CENTER DISTRIBUTION BUS WITH SIX BRANCH CIRCUIT SPACES. THE ASSEMBLY SHALL HAVE A SHORT CIRCUIT CURRENT WITHSTAND RATING OF 10,000A RMS SYMETRICAL.”

This addendum also corrects a technical problem in Expedite.

Electronic grading files for Project No. IM-035-2(364)67--13-77 are available and located at the following link:

<http://www.iowadot.gov/contracts/biddocuments/january2013.html>

Then go to page 3 for B.O. 106



	1355+00.00	85	1	
	1435+00.00	85	1	
	1441+00.00	90	1	
	1469+50.00	110	1	
	1478+00.00	85	1	
	1545+00.00	85	1	
	1555+00.00	85	1	
		Total:	7	

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 9, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A05

Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0350 2408-7800000 STRUCTURAL STEEL:  
From: 29,494.000 LB  
To: 33,874.000 LB

If the above changes are not made, they will be made as shown here.

Make the following change to Plan Sheet 2 on Project Number BRFIM-035-2(351)72--05-77:

Change the following note to the reference notes for the item 2408-7800000, STRUCTURAL STEEL:

From: Includes 9,675 LBS for pier and abutment bearing pintle plates and 19,819 LBS for intermediate diaphragms.  
To: Includes 14,055 LBS for pier and abutment bearing pintle plates and 19,819 LBS for intermediate diaphragms.

Make the following change to Plan Sheet 35 on Project Number BRFIM-035-2(351)72--05-77:

Change Structural Steel in Tab. ESTIMATED QUANTITIES SUPRSTR.:

From: 31,412 LBS.  
To: 33,874 LBS.

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 10, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A06

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Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

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Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0150 2524-9278046 STEEL BREAKAWAY SIGN POST,  
RECTANGULAR TUBE, 4" X 6":  
From: 40.000 LF  
To: 20.000 LF

If the above changes are not made, they will be made as shown here.

Make the following change to Plan Sheet C.4 on Project Number IM-035-2(329)67--13-77:

Tab. 190-51 TABULATION OF MATERIAL FOR TYPE 'A' SIGNS:

Change No. of Post for Sign R2-1  
From: 2  
To: 1

Change Post Length for Sign R2-1  
From: 2x20  
To: 20

Change Anchors for Sign R2-1  
From: 2  
To: 1

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 10, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A07

Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Add Proposal Line No. 2232 2595-0000010 RAILROAD INSURANCE PROVISIONS, LUMP SUM, 1.000

If the above changes are not made, they will be made as shown here.

Make the following change to the Proposal Special Provisions Text and the Proposal Special Provisions List.:

Add the following Special Provisions:

SP-I20027                      January 16, 2013

SPECIAL PROVISIONS FOR WORK ON RAILROAD RIGHT-OF-WAY  
(Iowa Interstate Railroad)

Make the following change to the Proposal:

Add the attached RAILROAD DATA SHEET.



**SPECIAL PROVISIONS  
FOR  
WORK ON RAILROAD RIGHT-OF-WAY (Iowa Interstate Railroad)**

**Polk County  
BRFIM-035-2(369)69--05-77  
IM-035-2(384)69--13-77  
IM-035-2(411)69--13-77**

**Effective Date  
January 16, 2013**

**THE STANDARD SPECIFICATIONS, SERIES OF 2012, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.**

**120027.01 PERMITS.**

Contractor shall, before entering upon Iowa Interstate Railroad (Railroad) property for performance of work secure permission from Railroad's Vice President of Engineering for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations. (In this specification, references to the Railroad's Vice President of Engineering is intended to mean the following: Railroad's Vice President of Engineering or authorized representative)

Contractor shall conduct work in a manner satisfactory to Railroad's Vice President of Engineering and shall not damage Railroad property or interfere with their operations.

Railroad's Vice President of Engineering will at all times have jurisdiction over the safety of Railroad operations, and the decision of Railroad's Vice President of Engineering as to procedures which may affect safety of Railroad operations shall be final, and Contractor shall be governed by such decision.

Should damage occur to Railroad property as a result of Contractor's operations, and Railroad deems it necessary to repair such damage or to perform work for protection of its property, the required materials, labor, and equipment shall be furnished by Railroad, and Contractor shall reimburse Railroad for costs so incurred.

**120027.02 TEMPORARY GRADE CROSSINGS.**

If Contractor requires construction of a temporary grade crossing across Railroad's track(s) for use during performance of the contract, Contractor shall make necessary arrangements with Railroad for construction, protection, and later removal of such temporary grade crossing. Costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly.

Contractor shall not cross Railroad's property or track(s) with vehicles or equipment of any kind or character except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

**120027.03 RAILROAD FLAGGING AND WATCHMAN SERVICES.**

Flagging protection or watchman services required by Railroad for safety of Railroad operations because of work being performed by Contractor, or in connection therewith, will be provided by the Railroad and the cost shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly.

Requirements of the Railroad are as follows:

Services of at least one and possibly two watchmen or flagmen will be required during: excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of the concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of beams or girders in span(s) over any track(s); any construction operations involving direct interference with Railroad's track(s) or traffic, fouling of Railroad operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever workers or equipment will be working within 25 feet of the centerline of any live track. If an existing bridge or other structure is to be removed, services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of existing structure immediately over or adjacent to any track. Flagmen will also be furnished whenever, in the opinion of the Railroad, such protection is needed.

In order that the Railroad may be prepared to furnish protective services, Contractor shall notify Railroad at least 72 hours in advance of when protective services will be needed.

**120027.04 RAILROAD REIMBURSEMENT.**

Rates of pay for Railroad employees will be the prevailing Railroad hourly wage for an 8 hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with any Labor Agreements and Schedules and Railroad's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between Railroad and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed, Contractor shall pay on the basis of the new rates.

Contractor shall reimburse, monthly, the Railroad for costs of all services performed by Railroad for the Contractor, and furnish the Engineer written evidence that Railroad has acknowledged receipt of same before final payment will be made for the project.

**120027.05 SAFETY OF OPERATIONS.**

During construction of footings or piers or other supports or structures adjacent to any track of the Railroad, Contractor shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said piers, supports, or structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the Engineer and Railroad.

Before commencing work on any pier or structure adjacent to any track, Contractor shall submit prints of proposed sheeting, bracing details, or temporary structure for protection of Railroad's track(s) to the Engineer and Railroad for review. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, logs of soil borings, and other pertinent information.

The Track Shield Detail (attached) shall control the requirements for track protection during bridge demolition.

After review by the Engineer, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the state of Iowa together with the supporting documents, shall be forwarded to the Railroad's Vice President of Engineering for review and approval.

Contractor shall notify the Railroad's Vice President of Engineering in writing no less than seven calendar days in advance of the proposed time of the beginning of the construction of the piers, supports, or structures adjacent to the track(s).

**120027.06 TEMPORARY CLEARANCES.**

The following temporary clearances are the minimum which shall be maintained at all times during construction operations:

Vertical:	21.5 feet above top of highest rail
Horizontal:	15.0 feet from centerline of nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Contractor shall secure written authorization from Railroad's Vice President of Engineering for such lesser clearances in advance of the start of work of that portion of the project along, on, over, or across the property or track(s) of the Railroad.

Contractor shall not store any materials, supplies or equipment closer than 25.0 feet from centerline of any railroad track, measured at right angles thereto.

**120027.07 FINAL CLEANUP.**

Contractor shall, upon completion of the work, remove from within the limits of the property of the Railroad, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said Contractor; remove the approaches to any temporary grade crossing(s) constructed for Contractor's use, restoring same as nearly as practicable to conform to adjoining terrain; remove any accumulated silt in Railroad's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to Railroad's Vice President of Engineering.

**120027.08 RESPONSIBILITY OF SUPERVISION.**

Nothing in this specification shall be construed to place any responsibility on Railroad for quality or conduct of the work performed by the Contractor hereunder. Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of operation shall not be construed to relieve Contractor of any obligations pursuant hereto or under the agreement this specification is appended to.

**120027.09 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.**

In addition to the requirements of Article 1107.02, A, of the Standard Specifications, the Contractor shall carry insurance of the following kinds and amounts.

**A. Insurance Required of Contractor.**

1. Statutory Workers Compensation and Employer's Liability Insurance.
2. Automobile Liability in an amount not less than \$2,000,000 combined single limit.
3. Comprehensive General Liability Occurrence Form in an amount not less than \$2,000,000 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of \$6,000,000. The policy shall name the Railroad as additional insured. It also shall have no

exclusions regarding doing business on, near, or adjacent to railroad facilities or loss or damage resulting from surface or subsurface pollution contamination, seepage, handling, treatment, disposal, or dumping of waste materials or substances. The Policy shall name Iowa Interstate Railroad as additional insured and shall not contain any exclusions related to:

- a. Doing business on, near, or adjacent to Railroad facilities.
- b. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation

4. An Occurrence Form Railroad Protective Policy with limits of not less than \$2,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$6,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: Iowa Interstate Railroad.

Before commencing work, Contractor shall submit to the Railroad and Contracting Authority a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the Railroad and Contracting Authority of cancellation of or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve the Contractor from or serve to limit Contractor's liability or indemnity obligations under the provisions herein.

It is further understood and agreed that, so long as the Contract remains in force, the Contracting Authority may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The Contracting Authority will give the Contractor written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and the Contractor agrees to, and shall, thereupon provide the Contracting Authority with such revised policy or policies therefore. The cost of additional insurance beyond that required by this specification will be paid for according to Article 1109.03, B, of the Standard Specifications.

**B. Insurance required of Subcontractor**

If a Subcontractor is used by the Contractor for the performance of the work, before commencing work, the Subcontractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the Contracting Authority.

1. Statutory Workers' Compensation and Employer's Liability insurance.
2. Automobile Liability in an amount not less than \$2,000,000 combined single limit.

The above policies shall contain a waiver of the right of subrogation.

3. An Occurrence Form Railroad Protective Policy with limits of not less than \$2,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$6,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: Iowa Interstate Railroad.

Before commencing work, Subcontractor shall deliver to the Contracting Authority a certificate of insurance and original copy of the policy evidencing the foregoing coverage and upon request the

Subcontractor shall deliver a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the Railroad and Contracting Authority of cancellation of or any material change in, the policies.

**120027.10 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**

Railroad Insurance Provisions required by this specification beyond those required by Division 11 of the Standard Specifications will be measured as a lump sum. The cost of insurance provisions above that required by Division 11 of the Standard Specifications shall be included in the lump sum bid price for Railroad Insurance Provisions.

ILLEGIBLE



## ***RAILROAD DATA SHEET***

COUNTY: POLK  
PROJECT NUMBER: IM-035-2(411)69--13-77  
ROUTE: I-35 GRAND AVENUE INTERSECTION  
LOCATION: AT 3 LOCATIONS ON I-35 GRAND AVENUE INTERSECTION  
WORK TYPE: RCB CULVERT NEW - SINGLE BOX

The following information is furnished to aid in the determination of a proper premium for the Railroad Highway Insurance Protection required of the Contractor.

RAILROAD: IOWA INTERSTATE RAILROAD COMPANY  
RAILROAD CONTACT: Scott Woodward  
TITLE: Chief Engineer  
ADDRESS: 5900 6th Street S.W  
Cedar Rapids, IA 52404  
TELEPHONE NUMBER: 319-298-5436

Total number of trains/day: 4  
Freight or Coal: 4 Speed: 40  
Passenger: 0 Speed: --  
Number of Tracks: Mainline: 1 Branchline: 0

Number of railroad crossings within or near project limits with potential railroad traffic interference: n/a FRA Number: tracks are near project location

This information is the most current FRA crossing inventory data supplied to the Iowa DOT by the Railroad Company. Actual conditions may vary at the time of construction. It shall be the contractor's responsibility to contact the railroad for additional information needed to fully provide required Railroad Highway Insurance Protection.

### ***GENERAL REQUIREMENTS***

1. The cost of railroad flagging and temporary grade crossings will be the responsibility of the Contractor, UNLESS other arrangements are specifically outlined elsewhere in the contract documents. Flagger services have been typically costing \$700.00 for a 8 hour workday inclusive of setup and travel costs.

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 11, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A08

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Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

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This addendum is to correct technical problem in Expedite.

## A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 14, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A09

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Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

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Make the following change to the PROPOSAL DETAILS, Page 3:

Change the CONTRACT PERIOD as follows:

Working Days

From: 130 DAYS

To: 150 DAYS

Make the following change to the PROPOSAL NOTES, Page 3:

\*\*\*WINTER FREE TIME FOR PROJECT NO. IM-035-2(384)69--13-77\*\*\*

THE CONTRACTOR MAY BEGIN WORK FOR PROJECT NO. IM-035-2(384)69--13-77 ON MARCH 1, 2013, WITHOUT BEING CHARGED WORKING DAYS. WORKING DAYS WILL BE CHARGED STARTING ON THE LATE START DATE OF APRIL 01, 2013.

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 15, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A10

Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0520 2102-0425070 SPECIAL BACKFILL:

From: 101,895.400 TON

To: 69,308.700 TON

Change Proposal Line No. 0670:

From: 2303-0143503 HOT MIX ASPHALT MIXTURE (3,000,000 ESAL), SURFACE COURSE, ½ IN. MIX, FRICTION L-3, SY

To: 2303-0043503 HOT MIX ASPHALT MIXTURE (3,000,000 ESAL), SURFACE COURSE, ½ IN. MIX, FRICTION L-3, TON

Add Proposal Line No. 1123 2213-8201050 BASE WIDENING, 5 IN. HOT MIX ASPHALT MIXTURE, SY, 140.800

If the above changes are not made, they will be made as shown here.

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: January 16, 2013  
Date of Addendum: January 15, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
106	77-0352-364	PCC PAVEMENT - NEW	POLK	IM-035-2(329)67--13-77 BRFIM-035-2(351)72--05-77 IM-035-2(364)67--13-77 IM-035-2(367)67--13-77 BRFIM-035-2(369)69--05-77 BRFIM-035-2(371)69-05-77 IM-035-2(384)69--13-77 IM-035-2(411)69--13-77	16JAN106.A11

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Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

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Make the following change to the plans for Project No. IM-035-2(364)67--13-77:

Delete Plan Sheet B.4 and add the attached Plan Sheet B.4.

**Curbed Shoulder**

Shoulder Joining:  
Longitudinal joint not required when distance from back of curb to nearest joint is less than 15'

Single pour: L-2  
Staged: RT-2  
Transverse CD at 15' spacing

2_Curb_04-18-11	
STATION TO STATION	Curb Type See PV-102
3377+75	3397+50
	2.5
	(1)

(1) - Refer to Typical 6132 for Curb Type.

**Curbed Shoulder**

Shoulder Joining:  
Longitudinal joint not required when distance from back of curb to nearest joint is less than 15'

Single pour: L-2  
Staged: RT-2  
Transverse CD at 15' spacing

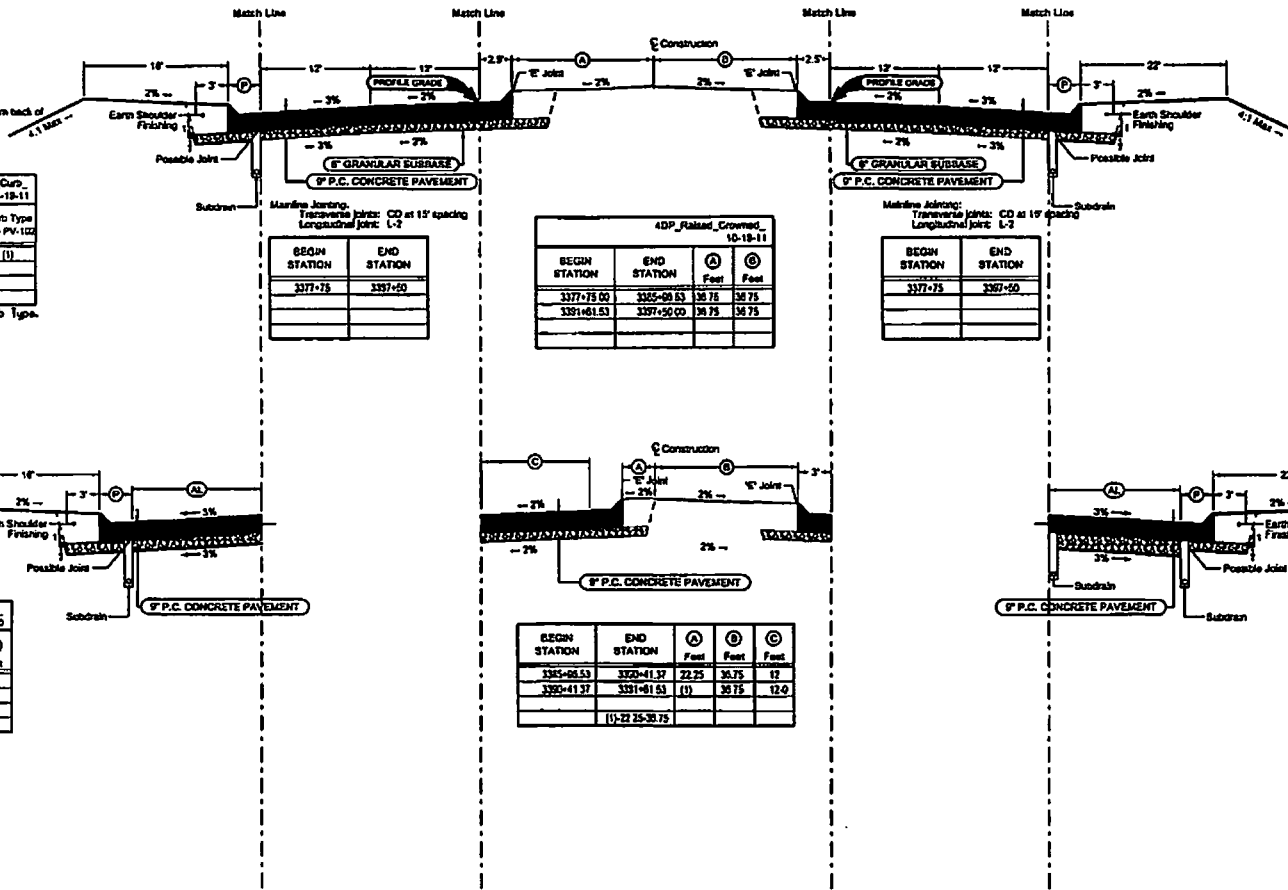
2_Curb_04-18-11	
STATION TO STATION	Curb Type See PV-102
3377+75	3397+50
	2.5
	(1)

(1) - Refer to Typical 6132 for Curb Type.

**Auxiliary Lane**

Longitudinal joint: L or RT  
Transverse joint: Match Mainline

4_AuxLane_PCC_10-18-10			
W/B	BEGN STATION	END STATION	AL Feet
WB	3379+07.56	3381+07.67	0-12
WB	3381+07.67	3384+51.84	17



ADP_Raised_Crowned_10-18-11				
BEGN STATION	END STATION	A Feet	B Feet	C Feet
3377+75.00	3385+09.63	36.75	36.75	
3381+61.63	3397+50.00	36.75	36.75	

BEGN STATION	END STATION	A Feet	B Feet	C Feet
3385+08.63	3390+41.37	22.25	36.75	17
3390+41.37	3391+61.63	(1)	36.75	12.0
	(1)-22	25-36.75		

4_AuxLane_PCC_10-18-10			
W/B	BEGN STATION	END STATION	AL Feet
EB	3384+58.73	3397+50	12

See Tab 100-24 for pavement quantities.  
See Tab 112-6 for shoulder quantities.

**GRAND AVENUE**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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

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

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

#### 4. Apprentices and trainees

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

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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

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

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

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

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

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

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

**PREDETERMINED WAGE RATE**

**IA12-1.2A**

General Decision Number: IA120001 08/03/2012 IA1

Superseded General Decision Number: IA20100001

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

**STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS**

(Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

Modification Number	Publication Date
0	01/06/2012
1	03/16/2012
2	08/03/2012

\* SUIA2002-003 02/28/2012

CARPENTERS AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	23.92	9.28
ZONE 2	21.83	9.28
ZONE 3	21.83	9.28
ZONE 4	20.80	7.50
ZONE 5**	20.25	6.10

CONCRETE FINISHER:	Rates	Fringes
ZONE 1	21.77	6.50
ZONE 2	21.77	6.50
ZONE 3	21.77	6.50
ZONE 4	19.55	4.95
ZONE 5	17.95	5.50

**PREDETERMINED WAGE RATE**

**IA12-1.2A**

**ELECTRICIANS: (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)**

ZONE 1, ZONE 2, AND ZONE 3	20.55	5.20
ZONE 4	19.25	5.20
ZONE 5	17.00	5.20

**IRONWORKERS: (SETTING OF STRUCTURAL STEEL)**

ZONES 1 AND 2	25.05	7.45
ZONE 3	24.75	7.75
ZONE 4	20.65	6.60
ZONE 5**	20.25	6.10

**LABORERS:**

	Rates	Fringes
<b>ZONE 1 AND ZONE 2</b>		
GROUP AA	20.56	7.60
GROUP A	19.76	7.60
GROUP B	17.88	7.60
GROUP C	14.65	7.60
<b>ZONE 3</b>		
GROUP AA	20.56	7.60
GROUP A	19.76	7.60
GROUP B	17.88	7.60
GROUP C	14.65	7.60
<b>ZONE 4</b>		
GROUP A	16.90	7.60
GROUP B	15.58	7.60
GROUP C	12.70	7.60
<b>ZONE 5</b>		
GROUP A	17.55	5.90
GROUP B	14.80	5.90
GROUP C	14.20	5.90

**POWER EQUIPMENT OPERATORS:**

<b>ZONE 1</b>		
GROUP A	26.30	12.90
GROUP B	24.70	12.90
GROUP C	22.20	12.90
GROUP D	22.20	12.90
<b>ZONE 2</b>		
GROUP A	25.55	12.90
GROUP B	23.95	12.90
GROUP C	21.40	12.90
GROUP D	21.40	12.90
<b>ZONE 3</b>		
GROUP A	26.70	14.20
GROUP B	24.90	14.20
GROUP C	23.90	14.20
GROUP D	23.90	14.20

**PREDETERMINED WAGE RATE**

**IA12-1.2A**

**ZONE 4**

GROUP A	25.50	7.85
GROUP B	24.36	7.85
GROUP C	22.28	7.85
GROUP D	22.28	7.85

**ZONE 5**

GROUP A	22.07	6.20
GROUP B	21.03	6.20
GROUP C	19.70	6.20
GROUP D	18.70	6.20

**TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)**

ZONE 1	19.25	9.50
ZONE 2	19.25	9.50
ZONE 3	19.25	9.50
ZONE 4	19.30	5.20
ZONE 5	17.35	5.20

**ZONE DEFINITIONS**

- ZONE 1** The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
- ZONE 2** The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
- ZONE 3** The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).
- ZONE 4** Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
- ZONE 5** All areas of the state not listed above.

**LABORER CLASSIFICATIONS - ALL ZONES**

**GROUP AA** - Skilled pipelayer (sewer, water and conduits) and tunnel laborers (zones 1, 2 and 3).

**GROUP A** - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; pipelayer (sewer, water, and conduits) Zone 4 & 5; powderman tender; powderman/blaster; saw operator; tunnel laborer (zones 4 and 5).

## PREDETERMINED WAGE RATE

IA12-1.2A

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

### POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

## PREDETERMINED WAGE RATE

IA12-1.2A

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

### **\*\*CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

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

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

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

**PREDETERMINED WAGE RATE**

**IA12-1.2A**

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

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

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

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

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

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

**END OF GENERAL DECISION**