

# CONTRACT

COPY

Letting Date: October 17, 2017 Contract ID: 78-0801-378 Bid Order No.: 008  
County: POTTAWATTAMIE Project Engineer: COUNCIL BLUFFS RCE  
Cost Center: 601000 Object Code: 890 DBE Commitment: \$3,300,000.00  
Contract Work Type: BRIDGE NEW - STEEL GIRDER

This agreement made and entered by and between the IOWA DEPARTMENT OF TRANSPORTATION,  
CONTRACTING AUTHORITY, AND  
HAWKINS CONST CO, UNITED CONTR. INC & CRAMER & ASSOC., JV OF OMAHA, NE, (H801),  
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 10/12/2017.

SEE ATTACHED PROJECT LIST ON PAGE 1C.

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: SEE ATTACHED SPEC LIST ON PAGE 1D

Contractor, for and in considerations of \$104,669,512.79 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.

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

By \_\_\_\_\_, \_\_\_\_\_  
Contractor Contractor (if joint venture)

By \_\_\_\_\_  
Contracting Authority Contract Award Date

Iowa DOT Concurrence \_\_\_\_\_  
For Local Agency Contracts Concurrence Date

Letting Date: October 17, 2017 Contract ID: 78-0801-378

Bid Order No. : 008

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	CONTRACT COMPLETION DATE: 10/01/2020	\$3,000.00
01	APPROX START DATE 05/15/2020 40 CALENDAR DAYS STAGE 5 TRAFFIC - CLOSE US 275 ACCESS TO NB I-29 / WB I-80.	\$10,000.00
02	CONTRACT COMPLETION DATE: 11/15/2019 SEE SITE NUMBER 02 DESCRIPTION BELOW	\$3,000.00
03	CONTRACT COMPLETION DATE: 08/01/2020 SEE SITE NUMBER 03 DESCRIPTION BELOW	\$3,000.00

CONTRACT NOTES

SEE NOTE 656.0208A FOR CONTRACT PERIOD INFORMATION AND RESTRICTIONS.

\*\*\*PRE-BID MEETING\*\*\*

THE IOWA DEPARTMENT OF TRANSPORTATION HAS SCHEDULED A PRE-BID MEETING FOR POTTAWATTAMIE COUNTY PROJECTS

IM-NHS-029-3(115)48--03-78

IM-NHS-029-3(116)48--03-78

IM-NHS-029-3(117)48--03-78

IM-NHS-029-3(129)48--03-78

IM-NHS-080-1(378)48--03-78

IM-NHS-080-1(379)48--03-78

IM-NHS-080-1(380)48--03-78

IM-NHS-080-1(400)48--03-78

LOCATION: (AT THE MALL OF THE BLUFFS)

COUNCIL BLUFFS INTERSTATE SYSTEM IMPROVEMENT PROGRAM

1751 MADISON AVENUE, SUITE 750

COUNCIL BLUFFS, IA 51503

OCTOBER 5TH, 2017 AT 10:00 A.M.

THE PURPOSE OF THIS PRE-BID MEETING WILL BE TO INFORM POTENTIAL BIDDERS OF:

-A HIGH-LEVEL OVERVIEW OF THE STAGING AND SITE MILESTONES FOR THE CONTRACT

-REVIEW OF WORK AND TRAFFIC RESTRICTIONS

-CHANGES TO PLANS AND CONTRACT DOCUMENTS PRESENTED BY ADDENDUM

-SUBMITTALS AND REQUIREMENTS FOR WORKING IN AND AROUND THE BNSF RAILROAD.

-ASK QUESTIONS ABOUT THE PROJECT.

LETTING DATE: October 17, 2017

BID ORDER NO.: 008

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PROJECT: IM-NHS-029-3(115)48--03-78 COUNTY: POTTAWATTAMIE  
 WORK TYPE: PCC PAVEMENT - GRADE/REPLACE ACCOUNTING ID: 34632  
 ROUTE: I-29 LENGTH (MILES): 0  
 LOCATION: I-29/80 IN COUNCIL BLUFFS - I-29 NB FR. N. OF US 275 TO RAMP  
 'F'/RAMP 'D' BERM/I-80 WB TO W. OF S. EXPRESSWAY  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$42,071,273.90

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PROJECT: IM-NHS-029-3(116)48--03-78 COUNTY: POTTAWATTAMIE  
 WORK TYPE: LIGHTING ACCOUNTING ID: 34633  
 ROUTE: I-29 LENGTH (MILES): 0  
 LOCATION: I-29/80 IN COUNCIL BLUFFS - I-29 NB FR. N. OF US 275 TO RAMP  
 'F'/RAMP 'D' BERM/I-80 WB TO W. OF S. OF EXPRESSWAY  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$2,147,488.45

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PROJECT: IM-NHS-029-3(117)48--03-78 COUNTY: POTTAWATTAMIE  
 WORK TYPE: TRAFFIC SIGNS ACCOUNTING ID: 34634  
 ROUTE: I-29 LENGTH (MILES): 0  
 LOCATION: I-29/80 IN COUNCIL BLUFFS - I-29 NB FR. N. OF US 275 TO RAMP  
 'F'/RAMP 'D' BERM/ I-80 WB TO W. OF S. EXPRESSWAY  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$2,392,595.00

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PROJECT: IM-NHS-029-3(129)48--03-78 COUNTY: POTTAWATTAMIE  
 WORK TYPE: RCB CULVERT NEW - SINGLE BOX ACCOUNTING ID: 34635  
 ROUTE: I-29 LENGTH (MILES): 0  
 LOCATION: IN COUNCIL BLUFFS LATERAL 5 UNDER E. SYSTEM INTERCHANGE  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$1,058,664.64

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PROJECT: IM-NHS-080-1(378)4--03-78 COUNTY: POTTAWATTAMIE  
 WORK TYPE: BRIDGE NEW - STEEL GIRDER ACCOUNTING ID: 34636  
 ROUTE: I-80 LENGTH (MILES): 0  
 LOCATION: EASTBOUND I-80 (VIADUCT) OVER  
 NORTHBOUND I-29, RAILROADS AND HARRY LANGDON BLVD.  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$36,138,745.27

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PROJECT: IM-NHS-080-1(379)4--03-78 COUNTY: POTTAWATTAMIE  
 WORK TYPE: BRIDGE NEW - STEEL GIRDER ACCOUNTING ID: 34637  
 ROUTE: I-80 LENGTH (MILES): 0  
 LOCATION: STAGE 1 W-E CONNECTOR I-29/80 LOCAL TO I-80 (RAMP F)  
 OVER RAILROADS  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$14,388,646.93

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PROJECT: IM-NHS-080-1(380)4--03-78 COUNTY: POTTAWATTAMIE  
 WORK TYPE: BRIDGE NEW - STEEL GIRDER ACCOUNTING ID: 34638  
 ROUTE: I-80 LENGTH (MILES): 0  
 LOCATION: S-E CONNECTOR I-29 TO I-80 (RAMP 'D')  
 OVER CBEC RAILROAD  
 FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
 PROJECT AMOUNT: \$3,174,123.92

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PROJECT: IM-NHS-080-1(400)3--03-78

COUNTY: POTTAWATTAMIE

WORK TYPE: BRIDGE NEW - PPCB

ACCOUNTING ID: 34639

ROUTE: I-80

LENGTH (MILES): 0

LOCATION: I-80 EB BRIDGE OVER IA 192 (S. EXPRESSWAY)

FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

PROJECT AMOUNT: \$3,297,974.68

## SPECS AND ADDENDA

## SPECS:

DS-15030, DS-15032, DS-15038, DS-15044, DS-15051,  
FHWA-1273.05, GS-15005, IA17-97.0, SP-150298, SP-150300, SP-150301,  
SP-150302, SP-150314, SP-150315, SP-150316, SP-150317, SP-150318,  
SP-150319, SP-150320, SP-150321A, SP-150322A, SP-150326A, SP-150327A,  
SP-150347A, SS-15002

## ADDENDA:

17OCT008.A01, 17OCT008.A02, 17OCT008.A03,  
17OCT008.A04, 17OCT008.A05, 17OCT008.A06, 17OCT008.A07, 17OCT008.A08

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
SECTION 0001 ROADWAY ITEMS				
IM-NHS-029-3(115)48--03-78				
0010	2101-0850001 CLEARING AND GRUBBING	11.600  ACRE	8,000.00000	92,800.00
0020	2102-0425071 SPECIAL BACKFILL	61,043.700  CY	28.07000	1,713,496.66
0030	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	345,286.000  CY	7.05000	2,434,266.30
0040	2102-2713090 EXCAVATION, CLASS 13, WASTE	356,093.000  CY	7.05000	2,510,455.65
0050	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	63,791.000  CY	9.10000	580,498.10
0060	2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	345,286.000  CY	0.55000	189,907.30
0070	2111-8174100 GRANULAR SUBBASE	149,921.500  SY	8.56000	1,283,328.04
0080	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	129,178.000  SY	1.70000	219,602.60
0090	2115-0100000 MODIFIED SUBBASE	2,728.200  CY	42.85000	116,903.37
0100	2122-5191005 REINFORCED PAVED SHOULDER FOR CONCRETE BARRIER	772.600  SY	89.75000	69,340.85
0110	2123-7450000 SHOULDER CONSTRUCTION, EARTH	352.500  STA	330.00000	116,325.00

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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0120	2301-1004100 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 10 IN.	2,467.500	47.65000		117,576.38	
0130	2301-1004115 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 11.5 IN.	142,760.100	52.86000		7,546,298.89	
0140	2303-1032500 HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	232.040	57.25000		13,284.29	
0150	2303-1033500 HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	232.040	60.25000		13,980.41	
0160	2303-1258283 ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	27.840	365.00000		10,161.60	
0170	2303-9093010 HOT MIX ASPHALT, DRIVEWAY	87.800	42.00000		3,687.60	
0180	2304-0100000 DETOUR PAVEMENT 8 IN PCC OR 11 IN HMA	12,638.100	43.15000		545,334.02	
0190	2304-0100000 DETOUR PAVEMENT 8.5 IN PCC OR 12 IN HMA	9,452.100	43.84000		414,380.06	
0200	2304-0100000 DETOUR PAVEMENT 9 IN PCC OR 13 IN HMA	10,029.800	46.09000		462,273.48	

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			Dollars	Cts	Dollars	Cts
0210	2315-8275025 SURFACING,  DRIVEWAY, CLASS A  CRUSHED STONE	 37.500   TON	 23.40000		 877.50	
0220	2401-6745650 REMOVAL OF  EXISTING STRUCTURES	 LUMP	 LUMP		 82,000.00	
0230	2402-0425031 GRANULAR  BACKFILL	 13,875.200   TON	 17.85000		 247,672.32	
0240	2402-0425040 FLOODED  BACKFILL	 844.000   CY	 42.16000		 35,583.04	
0250	2402-2720100 EXCAVATION,  CLASS 20, FOR ROADWAY  PIPE CULVERT	 3,192.200   CY	 0.03000		 95.77	
0260	2416-0100024 APRONS,  CONCRETE, 24 IN. DIA.	 8.000   EACH	 639.36000		 5,114.88	
0270	2416-0100036 APRONS,  CONCRETE, 36 IN. DIA.	 1.000   EACH	 1,088.76000		 1,088.76	
0280	2416-0100048 APRONS,  CONCRETE, 48 IN. DIA.	 3.000   EACH	 1,450.52000		 4,351.56	
0290	2416-0101036 REMOVE AND  REINSTALL CONCRETE PIPE  APRONS LESS THAN OR  EQUAL TO 36 IN.	 2.000   EACH	 206.64000		 413.28	
0300	2416-1180024 CULVERT,  CONCRETE ROADWAY PIPE,  24 IN. DIA.	 140.000   LF	 68.02000		 9,522.80	
0310	2416-1180036 CULVERT,  CONCRETE ROADWAY PIPE,  36 IN. DIA.	 10.000   LF	 152.28000		 1,522.80	

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			Dollars	Cts	Dollars	Cts
0320	2416-1180048 CULVERT, CONCRETE ROADWAY PIPE,  48 IN. DIA.	 326.000  LF	 149.87000 	 	 48,857.62 	 
0330	2422-0360018 APRONS, UNCLASSIFIED, 18 IN. DIA. 	 2.000  EACH	 430.04000 	 	 860.08 	 
0340	2422-1722018 CULVERT, UNCLASSIFIED ENTRANCE  PIPE, 18 IN. DIA.	 56.000  LF	 28.76000 	 	 1,610.56 	 
0350	2432-0000100 MECHANICALLY STABILIZED  EARTH RETAINING WALL	 28,697.700  SF	 26.38000 	 	 757,045.33 	 
0360	2435-0251224 INTAKE, SW-512, 24 IN. 	 5.000  EACH	 1,373.40000 	 	 6,867.00 	 
0370	2435-0254900 BARRIER INTAKE, SW-549 	 70.000  EACH	 8,479.50000 	 	 593,565.00 	 
0380	2435-0254902 BARRIER INTAKE, SW-549, WELL  ONLY	 25.000  EACH	 6,685.94000 	 	 167,148.50 	 
0390	2435-0254904 BARRIER INTAKE, SW-549, TOP ONLY 	 39.000  EACH	 3,990.08000 	 	 155,613.12 	 
0400	2435-0256200 INTAKE, SW-562 	 4.000  EACH	 2,729.55000 	 	 10,918.20 	 
0410	2501-8400172 TEMPORARY SHORING 	  LUMP 	  LUMP 	 	 27,200.10 	 
0420	2503-0110018 STORM SEWER GRAVITY MAIN, TRENCHED,  18 IN.	 131.000  LF	 34.89000 	 	 4,570.59 	 

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			Dollars	Cts	Dollars	Cts
0430	2503-0110024 STORM SEWER GRAVITY MAIN, TRENCHED, 24 IN.	4,021.000 LF	65.15000		261,968.15	
0440	2503-0110030 STORM SEWER GRAVITY MAIN, TRENCHED, 30 IN.	30.000 LF	139.34000		4,180.20	
0450	2503-0110042 STORM SEWER GRAVITY MAIN, TRENCHED, 42 IN.	122.000 LF	157.85000		19,257.70	
0460	2503-0116324 STORM SEWER GRAVITY MAIN, TRENCHED, 2000D LOW CLEARANCE CONCRETE PIPE, EQUIVALENT DIAMETER 24 IN.	916.000 LF	93.24000		85,407.84	
0470	2503-0116330 STORM SEWER GRAVITY MAIN, TRENCHED, 2000D LOW CLEARANCE CONCRETE PIPE, EQUIVALENT DIAMETER 30 IN.	1,707.000 LF	128.31000		219,025.17	
0480	2503-0116336 STORM SEWER GRAVITY MAIN, TRENCHED, 2000D LOW CLEARANCE CONCRETE PIPE, EQUIVALENT DIAMETER 36 IN.	284.000 LF	173.92000		49,393.28	
0490	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1,243.000 LF	18.07000		22,461.01	
0500	2503-0200341 STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA.	292.000 LF	17.70000		5,168.40	
0510	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	5,253.100 LF	2.00000		10,506.20	

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			Dollars	Cts	Dollars	Cts
0520	2505-4008300 STEEL BEAM  GUARDRAIL	  212.500   LF	  20.00000		  4,250.00	
0530	2505-4008410 STEEL BEAM  GUARDRAIL BARRIER  TRANSITION SECTION,  BA-201	  4.000   EACH	  2,000.00000		  8,000.00	
0540	2505-4021010 STEEL BEAM  GUARDRAIL END ANCHOR,  BOLTED	  4.000   EACH	  200.00000		  800.00	
0550	2505-4021720 STEEL BEAM  GUARDRAIL TANGENT END  TERMINAL, BA-205	  4.000   EACH	  2,000.00000		  8,000.00	
0560	2505-6000111 HIGH  TENSION CABLE GUARDRAIL	  1,740.000   LF	  15.00000		  26,100.00	
0570	2505-6000121 HIGH  TENSION CABLE GUARDRAIL,  END ANCHOR	  4.000   EACH	  4,000.00000		  16,000.00	
0580	2505-6000131 HIGH  TENSION CABLE GUARDRAIL,  SPARE PARTS KIT	  2.000   EACH	  1,500.00000		  3,000.00	
0590	2506-4984000 FLOWABLE  MORTAR	  133.800   CY	  127.27000		  17,028.73	
0600	2507-3250005 ENGINEERING  FABRIC	  1,927.800   SY	  2.50000		  4,819.50	
0610	2507-6800061 REVETMENT,  CLASS E	  1,731.000   TON	  45.55000		  78,847.05	
0620	2510-6745850 REMOVAL OF  PAVEMENT	  112,308.900   SY	  8.40000		  943,394.76	

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			Dollars	Cts	Dollars	Cts
0630	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	23.000 EACH	269.84000		6,206.32	
0640	2512-1725256 CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	5.000 LF	93.07000		465.35	
0650	2513-0001020 CONCRETE BARRIER, BA-102	28,910.400 LF	50.93000		1,472,406.67	
0660	2513-0001040 CONCRETE BARRIER, BA-104	504.100 LF	126.17000		63,602.30	
0670	2513-0001050 CONCRETE BARRIER, BA-105	1.000 EACH	1,889.13000		1,889.13	
0680	2513-0001070 CONCRETE BARRIER RAIL, BA-107	1.000 EACH	1,432.07000		1,432.07	
0690	2516-8725000 P.C. CONCRETE RETAINING WALL	3.100 CY	1,852.81000		5,743.71	
0700	2518-6910000 SAFETY CLOSURE	14.000 EACH	225.00000		3,150.00	
0710	2519-1001000 FENCE, CHAIN LINK, VINYL COATED	4,155.100 LF	24.50000		101,799.95	
0720	2519-4200120 REMOVAL OF FENCE, CHAIN LINK	3,610.300 LF	2.50000		9,025.75	
0730	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		648,000.00	

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			Dollars	Cts	Dollars	Cts
0740	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	3,551.980 STA	25.00000		88,799.50	
0750	2527-9263180 PAVEMENT MARKINGS REMOVED	1,895.200 STA	15.00000		28,428.00	
0760	2528-3800000 MODULAR GLARE SCREEN SYSTEM	25,154.000 LF	3.50000		88,039.00	
0770	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	25,630.000 LF	7.50000		192,225.00	
0780	2528-8400055 TEMPORARY TO PERMANENT BARRIER CONNECTION	10.000 EACH	2,500.00000		25,000.00	
0790	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		380,000.00	
0800	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	100.000 CDAY	45.00000		4,500.00	
0810	2533-4980005 MOBILIZATION	LUMP	LUMP		2,977,140.00	
0820	2551-0000110 TEMP CRASH CUSHION	17.000 EACH	1,300.00000		22,100.00	
0830	2551-0000130 TEMP CRASH CUSHION, SEVERE USE (SU)	2.000 EACH	5,000.00000		10,000.00	
0840	2590-0000020 PROJECT MANAGEMENT	LUMP	LUMP		750,000.00	

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0850	2599-9999010 ('LUMP SUM' ITEM) DEWATERING	LUMP	LUMP			0.00
0860	2599-9999010 ('LUMP SUM' ITEM) PROGRESS SCHEDULING	LUMP	LUMP			450,000.00
0870	2599-9999018 ('SQUARE YARDS' ITEM) P.C. CONCRETE GUTTER	783.900   SY		55.59000		43,577.00
0880	2599-9999020 ('TONS' ITEM) CRUSHED LIMESTONE	2,102.300   TON		38.15000		80,202.75
0890	2601-2633100 MOWING	83.200   ACRE		28.00000		2,329.60
0900	2601-2634100 MULCHING	41.600   ACRE		560.00000		23,296.00
0910	2601-2636043 SEEDING AND FERTILIZING (RURAL)	36.300   ACRE		495.00000		17,968.50
0920	2601-2636060 SALT TOLERANT SEEDING	5.300   ACRE		1,525.00000		8,082.50
0930	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	41.600   ACRE		125.00000		5,200.00
0940	2602-0000020 SILT FENCE	1,955.000   LF		1.60000		3,128.00
0950	2602-0000030 SILT FENCE FOR DITCH CHECKS	12,111.000   LF		1.60000		19,377.60

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0960	2602-0000050 SILT BASINS	24.000 EACH	200.00000		4,800.00	
0970	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	14,066.000 LF	0.10000		1,406.60	
0980	2602-0000080 REMOVAL OF SILT BASINS	24.000 EACH	200.00000		4,800.00	
0990	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1,406.600 LF	0.25000		351.65	
1000	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE	1,000.000 LF	60.00000		60,000.00	
1010	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	2,500.000 LF	3.25000		8,125.00	
1020	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	2,500.000 LF	3.95000		9,875.00	
1030	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	5,000.000 LF	0.25000		1,250.00	
1040	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000		500.00	
1050	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00000		1,000.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1051	2435-0600120 INTAKE ADJUSTMENT, MAJOR	9.000 EACH	4,169.74000	37,527.66
1052	2599-9999018 ('SQUARE YARDS' ITEM) HIGH FRICTION SURFACE TREATMENT	5,117.700 SY	29.00000	148,413.30
SECTION 0002 GEOTECH ITEMS IM-NHS-029-3(115)48--03-78				
1060	2102-2713090 EXCAVATION, CLASS 13, WASTE	33,355.000 CY	6.65000	221,810.75
1070	2107-3825025 GRANULAR MATERIAL FOR BLANKET AND SUBDRAIN	9,151.000 CY	8.80000	80,528.80
1080	2112-0000100 WICK DRAIN	661,515.000 LF	0.36000	238,145.40
1090	2210-0475105 CHOKE STONE BASE	15,750.000 TON	21.10000	332,325.00
1100	2210-0475290 MACADAM STONE BASE	43,875.000 TON	23.25000	1,020,093.75
1110	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	45,900.000 LF	6.70000	307,530.00
1120	2502-8212204 SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	3,290.000 LF	9.00000	29,610.00
1130	2502-8221303 SUBDRAIN OUTLET, DR-303	291.000 EACH	180.00000	52,380.00

CONTRACT SCHEDULE OF PRICES

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 Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1140	2502-8221306 SUBDRAIN OUTLET, DR-306	76.000 EACH	500.00000		38,000.00	
1150	2502-8221305 SUBDRAIN OUTLET, DR-305	18.000 EACH	325.00000		5,850.00	
1160	2507-3250005 ENGINEERING FABRIC	52,075.000 SY	2.00000		104,150.00	
1170	2599-9999003 ('CUBIC YARDS' ITEM) LIGHTWEIGHT FOAM CONCRETE (LFCF)	113,900.000 CY	58.06000		6,613,034.00	
1180	2599-9999003 ('CUBIC YARDS' ITEM) RIGID INCLUSIONS WORKING PAD (MACADAM STONE)	5,210.000 CY	50.40000		262,584.00	
1190	2599-9999005 ('EACH' ITEM) LOAD TEST	3.000 EACH	36,000.00000		108,000.00	
1200	2599-9999009 ('LINEAR FEET' ITEM) RIGID INCLUSIONS	77,026.000 LF	20.00000		1,540,520.00	
1210	2599-9999010 ('LUMP SUM' ITEM) INSTRUMENTATION AND MONITORING	LUMP	LUMP		536,540.89	
SECTION 0003 PAYMENT ADJUSTMENT INCENTIVE ITEMS IM-NHS-029-3(115)48--03-78						
1220	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	130,000.000 EACH	1.00000		130,000.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1230	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	110,000.000 EACH	1.00000	110,000.00
SECTION 0004 RAILROAD INSURANCE IM-NHS-029-3(115)48--03-78				
1240	2595-0005110 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CBEC RAILWAY INC.	LUMP	LUMP	12,500.00
1250	2595-0005135 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.	LUMP	LUMP	12,500.00
SECTION 0005 INCENTIVE/DISINCENTIVE ITEM FOR CONTRACT				
1260	2528-5160100 CRITICAL CLOSURE ACTIVITY INCENTIVE PAYMENT (OR DISINCENTIVE ASSESSMENT) SITE 01	10.000 CDAY	10,000.00000	100,000.00
SECTION 0006 LIGHTING ITEMS IM-NHS-029-3(116)48--03-78				
1270	2401-6745356 REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	38.000 EACH	550.00000	20,900.00
1280	2401-6745765 REMOVAL OF LIGHT POLES	79.000 EACH	375.00000	29,625.00
1290	2401-6750001 REMOVALS, AS PER PLAN	LUMP	LUMP	735.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1300	2402-2720000 EXCAVATION, CLASS 20	582.000 CY	31.00000		18,042.00	
1310	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	139.600 CY	385.00000		53,746.00	
1320	2404-7775000 REINFORCING STEEL	17,062.000 LB	2.10000		35,830.20	
1330	2501-0201042 PILES, STEEL, HP 10 X 42	2,100.000 LF	40.95000		85,995.00	
1340	2506-4984000 FLOWABLE MORTAR	86.000 CY	105.00000		9,030.00	
1350	2522-8929120 LIGHTING TOWER, 120 FT.	6.000 EACH	35,855.00000		215,130.00	
1360	2522-8930230 LUMINAIRE, TOWER FLOODLIGHTING	50.000 EACH	860.00000		43,000.00	
1370	2523-0000100 LIGHTING POLES	58.000 EACH	3,860.00000		223,880.00	
1380	2523-0000200 ELECTRICAL CIRCUITS	20,817.000 LF	20.00000		416,340.00	
1390	2523-0000310 HANDHOLES AND JUNCTION BOXES	49.000 EACH	875.00000		42,875.00	
1400	2523-0000400 CONTROL CABINET	9.000 EACH	10,905.00000		98,145.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1410	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP			35,000.00
1420	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	9.000 EACH	5,300.00000			47,700.00
1430	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP			5,000.00
1440	2533-4980005 MOBILIZATION	LUMP	LUMP			155,000.00
1450	2599-9999005 ('EACH' ITEM) LIGHT POLE FOUNDATION EXTENDED ABOVE GRADE BEHIND BARRIER RAIL	38.000 EACH	5,645.00000			214,510.00
1460	2599-9999005 ('EACH' ITEM) METER PEDESTAL	3.000 EACH	6,660.00000			19,980.00
1470	2599-9999005 ('EACH' ITEM) MODIFY CONTROL CABINET	2.000 EACH	710.00000			1,420.00
SECTION 0007 ITS ELECTRICAL ITEMS IM-NHS-029-3(116)48--03-78						
1480	2599-9999005 ('EACH' ITEM) CABINET, GROUND MOUNT, INSTALL ONLY	5.000 EACH	3,585.00000			17,925.00
1490	2599-9999005 ('EACH' ITEM) HANDHOLE, TYPE FIBER VAULT	7.000 EACH	2,855.00000			19,985.00
1500	2599-9999005 ('EACH' ITEM) HANDHOLE, TYPE FOR27	8.000 EACH	1,465.00000			11,720.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1510	2599-9999005 ('EACH' ITEM) HANDHOLE, TYPE I ITS	10.000 EACH	810.00000		8,100.00	
1520	2599-9999005 ('EACH' ITEM) METER PEDESTAL	1.000 EACH	6,645.00000		6,645.00	
1530	2599-9999005 ('EACH' ITEM) POWER CONNECTION	4.000 EACH	815.00000		3,260.00	
1540	2599-9999005 ('EACH' ITEM) POWER INSTALLED FOUNDATION, INSTALL ONLY	2.000 EACH	385.00000		770.00	
1550	2599-9999005 ('EACH' ITEM) STEEL POLE 45 FOOT, INSTALL ONLY TYPE FIBER VAULT	2.000 EACH	535.00000		1,070.00	
1560	2599-9999005 ('EACH' ITEM) STEP-DOWN TRANSFORMER	3.000 EACH	1,570.00000		4,710.00	
1570	2599-9999009 ('LINEAR FEET' ITEM) CABLE, #12 TRACER WIRE	5,510.000 LF	0.75000		4,132.50	
1580	2599-9999009 ('LINEAR FEET' ITEM) CABLE, #2 AWG	1,725.000 LF	3.70000		6,382.50	
1590	2599-9999009 ('LINEAR FEET' ITEM) CABLE, #2/0 AWG	2,200.000 LF	5.00000		11,000.00	
1600	2599-9999009 ('LINEAR FEET' ITEM) CABLE, #250 KCMIL	4,400.000 LF	9.75000		42,900.00	
1610	2599-9999009 ('LINEAR FEET' ITEM) CABLE, #4AWG	1,635.000 LF	2.10000		3,433.50	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1620	2599-9999009 ('LINEAR FEET' ITEM) CABLE, #6 AWG	3,365.000  LF	1.55000		5,215.75	
1630	2599-9999009 ('LINEAR FEET' ITEM) CABLE, 12 COUNT SM FIBER OPTIC	6,275.000  LF	2.80000		17,570.00	
1640	2599-9999009 ('LINEAR FEET' ITEM) CABLE, 144 COUNT SM FIBER OPTIC BORED	6,085.000  LF	5.20000		31,642.00	
1650	2599-9999009 ('LINEAR FEET' ITEM) CABLE, 48 COUNT SM ARMORED FIBER OPTIC, INSTALL ONLY	4,500.000  LF	2.50000		11,250.00	
1660	2599-9999009 ('LINEAR FEET' ITEM) CABLE, 96 COUNT SM FIBER OPTIC	4,505.000  LF	4.60000		20,723.00	
1670	2599-9999009 ('LINEAR FEET' ITEM) CONDUIT, HDPE, 2 INCH, BORED INSTALL ONLY	1,650.000  LF	16.00000		26,400.00	
1680	2599-9999009 ('LINEAR FEET' ITEM) CONDUIT, HDPE, 3 INCH, BORED	320.000  LF	17.55000		5,616.00	
1690	2599-9999009 ('LINEAR FEET' ITEM) CONDUIT, HPDE, 2 INCH	7,010.000  LF	11.50000		80,615.00	
1700	2599-9999009 ('LINEAR FEET' ITEM) CONDUIT, HPDE, 3 INCH	1,760.000  LF	14.00000		24,640.00	
1710	2599-9999009 ('LINEAR FEET' ITEM) CONDUIT, RCE, 2 INCH	230.000  LF	30.00000		6,900.00	

SECTION 0008 RAILROAD INSURANCE  
 IM-NHS-029-3(116)48--03-78

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CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1720	2595-0005105 RAILROAD  PROTECTIVE LIABILITY  INSURANCE FOR BNSF  RAILWAY CO.	LUMP	LUMP			1,000.00
1730	2595-0005110 RAILROAD  PROTECTIVE LIABILITY  INSURANCE FOR CBEC  RAILWAY INC.	LUMP	LUMP			1,000.00
1740	2595-0005135 RAILROAD  PROTECTIVE LIABILITY  INSURANCE FOR IOWA  INTERSTATE RAILROAD LTD.	LUMP	LUMP			1,000.00
SECTION 0009 TRAFFIC SIGN ITEMS IM-NHS-029-3(117)48--03-78						
1750	2401-6745358 REMOVAL OF  CONCRETE FOUNDATIONS OF  HIGHWAY SIGNS	16.000  EACH	565.00000			9,040.00
1760	2401-6745915 REMOVAL OF  SIGN SUPPORT STRUCTURE  AND FOOTING	6.000  EACH	12,545.00000			75,270.00
1770	2402-2720000 EXCAVATION,  CLASS 20	3,494.000  CY	25.50000			89,097.00
1780	2403-0100000 STRUCTURAL  CONCRETE (MISCELLANEOUS)	796.000  CY	250.00000			199,000.00
1790	2404-7775005 REINFORCING  STEEL, EPOXY COATED	95,702.000  LB	2.00000			191,404.00
1800	2423-0001000 ROADSIDE  DYNAMIC MESSAGE SIGN (D.  M.S.) SUPPORT	2.000  EACH	18,100.00000			36,200.00

CONTRACT SCHEDULE OF PRICES

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 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1810	2423-0001001 ROADSIDE DYNAMIC MESSAGE SIGN (D. M.S.), INSTALL	2.000 EACH	3,965.00000		7,930.00	
1820	2423-0001010 DYNAMIC MESSAGE SIGN (D.M.S.) INSTALLATION	2.000 EACH	8,860.00000		17,720.00	
1830	2423-1060070 STEEL OVERHEAD SIGN TRUSS, 70 FT. SPAN	1.000 EACH	67,000.00000		67,000.00	
1840	2423-1060080 STEEL OVERHEAD SIGN TRUSS, 80 FT. SPAN	1.000 EACH	67,850.00000		67,850.00	
1850	2423-1060085 STEEL OVERHEAD SIGN TRUSS, 85 FT. SPAN	2.000 EACH	73,750.00000		147,500.00	
1860	2423-1060100 STEEL OVERHEAD SIGN TRUSS, 100 FT. SPAN	1.000 EACH	76,775.00000		76,775.00	
1870	2423-1060110 STEEL OVERHEAD SIGN TRUSS, 110 FT. SPAN	1.000 EACH	86,845.00000		86,845.00	
1880	2423-1060115 STEEL OVERHEAD SIGN TRUSS, 115 FT. SPAN	2.000 EACH	92,035.00000		184,070.00	
1890	2423-1060120 STEEL OVERHEAD SIGN TRUSS, 120 FT. SPAN	1.000 EACH	94,500.00000		94,500.00	
1900	2423-1060125 STEEL OVERHEAD SIGN TRUSS, 125 FT. SPAN	1.000 EACH	104,320.00000		104,320.00	
1910	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	13.000 EACH	460.00000		5,980.00	

CONTRACT SCHEDULE OF PRICES

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 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1920	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	44.000 EACH	1,190.00000		52,360.00	
1930	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	4.000 EACH	1,125.00000		4,500.00	
1940	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	6.000 EACH	1,340.00000		8,040.00	
1950	2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	808.000 LF	20.00000		16,160.00	
1960	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	68.000 LF	65.00000		4,420.00	
1970	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	138.000 LF	73.50000		10,143.00	
1980	2524-9290006 MODIFICATION OF EXISTING SIGNS	5.000 EACH	1,140.00000		5,700.00	
1990	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	12,682.000 SF	20.50000		259,981.00	
2000	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		35,000.00	
2010	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		6,500.00	

CONTRACT SCHEDULE OF PRICES

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 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2020	2528-8445113 FLAGGERS	25.000  EACH	450.00000		11,250.00	
2030	2528-9290050 PORTABLE  DYNAMIC MESSAGE SIGN  (PDMS)	60.000  CDAY	45.00000		2,700.00	
2040	2533-4980005  MOBILIZATION	LUMP	LUMP		205,000.00	
2050	2555-0000010 DELIVER AND  STOCKPILE SALVAGED  MATERIALS	LUMP	LUMP		4,035.00	
2051	2599-9999005 ('EACH'  ITEM) REMOVE OVERHEAD  DMS	1.000  EACH	3,300.00000		3,300.00	
2060	2599-9999005 ('EACH'  ITEM) STEEL OVERHEAD  SIGN TRUSS, 66 FT. SPAN	3.000  EACH	62,575.00000		187,725.00	
2061	2599-9999005 ('EACH'  ITEM) DMS LADDER AND  RUNWAY	1.000  EACH	12,885.00000		12,885.00	
2062	2599-9999005 ('EACH'  ITEM) OVERHEAD DYNAMIC  MESSAGE SIGN SUPPORT  STRUCTURE, 70 FEET SPAN	1.000  EACH	76,165.00000		76,165.00	
2063	2545-1000000 OVERLAY  TYPE B GUIDE SIGNS	374.000  SF	20.00000		7,480.00	
2064	2599-9999005 ('EACH'  ITEM) REMOVAL OF  TEMPORARY SIGN COVER	15.000  EACH	245.00000		3,675.00	
2065	2599-9999005 ('EACH'  ITEM) TEMPORARY SIGN  COVER	15.000  EACH	805.00000		12,075.00	

CONTRACT SCHEDULE OF PRICES

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 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts

SECTION 0010 RAILROAD INSURANCE  
 IM-NHS-029-3(117)48--03-78

2070	2595-0005105 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR BNSF RAILWAY CO.	LUMP	LUMP			1,000.00
2080	2595-0005110 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CBEC RAILWAY INC.	LUMP	LUMP			1,000.00
2090	2595-0005135 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.	LUMP	LUMP			1,000.00

SECTION 0011 DESIGN NO. 0518; ALTERNATE 'AA' OPTION 1: CAST IN PLACE  
 BID THIS SECTION IF ALTERNATE 'AA' OPTION 1 IS CHOSEN (129)  
 ALT GROUP AA1

2100	2102-0425071 SPECIAL BACKFILL	356.000 CY	46.00000			16,376.00
2110	2210-0475290 MACADAM STONE BASE	1,125.000 TON	25.50000			28,687.50
2120	2401-6750001 REMOVALS, AS PER PLAN	LUMP	LUMP			10,950.00
2130	2402-2720000 EXCAVATION, CLASS 20	23,102.000 CY	7.45000			172,109.90
2140	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	911.000 CY	408.46000			372,107.06
2150	2404-7775000 REINFORCING STEEL	169,642.000 LB	1.29000			218,838.18

CONTRACT SCHEDULE OF PRICES

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 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2160	2418-0000010 TEMPORARY STREAM DIVERSION	1.000 EACH	124,239.00000		124,239.00	
2170	2507-3250005 ENGINEERING FABRIC	2,249.000 SY	2.00000		4,498.00	
2180	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		10,000.00	
2190	2533-4980005 MOBILIZATION	LUMP	LUMP		100,859.00	
SECTION 0013 DESIGN NO. 0218;3329-0 X VARIES CONTINUOUS WELDED GIRDER BRIDGE (EB) IM-NHS-080-1(378)4--03-78						
2300	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP	LUMP		2,231,000.00	
2310	2402-2720000 EXCAVATION, CLASS 20	4,063.000 CY	35.00000		142,205.00	
2320	2402-2721000 EXCAVATION, CLASS 21	413.000 CY	250.00000		103,250.00	
2330	2402-2722000 EXCAVATION, CLASS 22	621.000 CY	50.00000		31,050.00	
2340	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	2,171.100 CY	450.00000		976,995.00	
2350	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	9,493.100 CY	580.00000		5,505,998.00	
2360	2404-7775000 REINFORCING STEEL	925,069.000 LB	1.00000		925,069.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
2370	2404-7775005 REINFORCING STEEL, EPOXY COATED	2,865,118 LB	0.90000	2,578,606.20
2380	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	44,060.000 LB	3.40000	149,804.00
2390	2408-7800000 STRUCTURAL STEEL	10,526,552 LB	1.13000	11,895,003.76
2400	2408-8500100 REINFORCED NEOPRENE	1,541.000 SF	60.00000	92,460.00
2410	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	87.500 LF	266.60000	23,327.50
2420	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	87.500 LF	20.10000	1,758.75
2430	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	6,720.700 LF	65.00000	436,845.50
2440	2434-0000100 DISC BEARING ASSEMBLIES	146.000 EACH	4,000.00000	584,000.00
2450	2499-2300002 BRIDGE DRAINAGE SYSTEM	LUMP	LUMP	181,535.00
2460	2499-9000000 MODULAR EXPANSION JOINT ASSEMBLY	249.400 LF	2,000.00000	498,800.00
2470	2499-9000100 MODULAR EXPANSION JOINT ASSEMBLY LEAK TESTING	4.000 EACH	3,000.00000	12,000.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2480	2501-0201253 PILES, STEEL, HP 12 X 53	3,510.000  LF	30.00000		105,300.00	
2490	2501-0201489 PILES, STEEL, HP 14 X 89	43,270.000  LF	45.00000		1,947,150.00	
2500	2501-8400172 TEMPORARY SHORING	LUMP	LUMP		62,393.56	
2510	2504-0240036 REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	22.000  LF	15.48000		340.56	
2520	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		40,000.00	
2530	2533-4980005 MOBILIZATION	LUMP	LUMP		3,528,310.96	
2540	2599-9999005 ('EACH' ITEM) EXPANSION JOINT (DRAINAGE SYSTEM)	1.000  EACH	5,070.09000		5,070.09	
2550	2599-9999008 ('POUNDS' ITEM) MAINTENANCE CATWALKS AND ACCESS SYSTEM	1,668,430  LB	1.75000		2,919,752.50	
2560	2599-9999009 ('LINEAR FEET' ITEM) EXPANSION JOINT (FINGER PLATE TYPE)	83.900  LF	2,500.00000		209,750.00	
2570	2599-9999010 ('LUMP SUM' ITEM) GIRDER ERECTION PLAN	LUMP	LUMP		128,982.64	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number	Item Description	Quantity and Unit	Unit Price Dollars	Cts	Bid Amount Dollars	Cts
2580	2599-9999018	('SQUARE YARDS' ITEM) REVETMENT STONE SLOPE PROTECTION	1,451.500 SY	75.00000		108,862.50	

SECTION 0014 ROADWAY ITEMS  
 IM-NHS-080-1(378)4--03-78

2590	2122-5190501	PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	58.200 SY	94.43000		5,495.83	
2600	2123-7450020	SHOULDER FINISHING, EARTH	2.400 STA	625.00000		1,500.00	
2610	2301-0690203	BRIDGE APPROACH, BR-203	1,032.100 SY	200.00000		206,420.00	
2620	2412-0000100	LONGITUDINAL GROOVING IN CONCRETE	25,063.300 SY	1.35000		33,835.46	
2630	2435-0900000	BRIDGE END DRAIN, SW-538 MODIFIED	2.000 EACH	7,551.64000		15,103.28	
2640	2502-8221303	SUBDRAIN OUTLET, DR-303	1.000 EACH	768.74000		768.74	
2650	2503-0112015	STORM SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 15 IN.	19.000 LF	131.33000		2,495.27	
2660	2510-6745850	REMOVAL OF PAVEMENT	2,321.200 SY	7.10000		16,480.52	
2670	2518-6910000	SAFETY CLOSURE	2.000 EACH	225.00000		450.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2680	2519-3300600 FENCE, SAFETY	 288.000  LF	 8.00000		 2,304.00	
2690	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	 903.000  LF	 7.50000		 6,772.50	
2700	2528-8445110 TRAFFIC CONTROL	 LUMP	 LUMP		 5,000.00	
2710	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	 70.000  CDAY	 45.00000		 3,150.00	
2720	2599-9999010 ('LUMP SUM' ITEM) CRANE STAGING	 LUMP	 LUMP		 200,000.00	
2730	2599-9999018 ('SQUARE YARDS' ITEM) STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 11 IN.	 2,321.200  SY	 66.21000		 153,686.65	
2740	2602-0000020 SILT FENCE	 5,300.000  LF	 1.60000		 8,480.00	
2750	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	 5,300.000  LF	 0.10000		 530.00	
2760	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	 530.000  LF	 0.25000		 132.50	
2770	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	 600.000  LF	 3.25000		 1,950.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2780	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	600.000 LF	3.95000		2,370.00	
2790	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	1,200.000 LF	0.25000		300.00	
2800	2602-0000530 GRATE INTAKE SEDIMENT FILTER BAG	3.000 EACH	500.00000		1,500.00	
2810	2602-0000540 MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	3.000 EACH	250.00000		750.00	
2820	2602-0000550 REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	3.000 EACH	50.00000		150.00	
2830	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000		500.00	
2840	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00000		1,000.00	
SECTION 0015 RAILROAD INSURANCE						
IM-NHS-080-1(378)4--03-78						
2850	2595-0005105 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR BNSF RAILWAY CO.	LUMP	LUMP		14,000.00	
2860	2595-0005110 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CBEC RAILWAY INC.	LUMP	LUMP		14,000.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
2870	2595-0005135 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.	LUMP	LUMP	14,000.00
SECTION 0016 DESIGN NO. 0318;1630'-9 X VARIES CONTINUOUS WELDED GRIDER BRIDGE IM-NHS-080-1(379)4--03-78				
2880	2402-2720000 EXCAVATION, CLASS 20	1,596.000  CY	18.00000	28,728.00
2890	2402-2721000 EXCAVATION, CLASS 21	328.000  CY	200.00000	65,600.00
2900	2402-2722000 EXCAVATION, CLASS 22	370.000  CY	30.00000	11,100.00
2910	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	913.300  CY	349.89000	319,554.54
2920	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	3,641.500  CY	725.00000	2,640,087.50
2930	2404-7775000 REINFORCING STEEL	375,637.000  LB	1.00000	375,637.00
2940	2404-7775005 REINFORCING STEEL, EPOXY COATED	1,139,042  LB	0.75000	854,281.50
2950	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	27,600.000  LB	2.37000	65,412.00
2960	2408-7800000 STRUCTURAL STEEL	4,448,033  LB	1.18000	5,248,678.94

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
2970	2408-8500100 REINFORCED NEOPRENE	 71.000  SF	 200.00000		 14,200.00	
2980	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	 3,241.000  LF	 90.00000		 291,690.00	
2990	2434-0000100 DISC BEARING ASSEMBLIES	 59.000  EACH	 3,700.00000		 218,300.00	
3000	2499-2300002 BRIDGE DRAINAGE SYSTEM	 LUMP	 LUMP		 300,000.00	
3010	2499-9000000 MODULAR EXPANSION JOINT ASSEMBLY	 75.500  LF	 2,100.00000		 158,550.00	
3020	2499-9000100 MODULAR EXPANSION JOINT ASSEMBLY LEAK TESTING	 2.000  EACH	 100.00000		 200.00	
3030	2501-0201489 PILES, STEEL, HP 14 X 89	 20,805.000  LF	 49.00000		 1,019,445.00	
3040	2526-8285000 CONSTRUCTION SURVEY	 LUMP	 LUMP		 18,000.00	
3050	2533-4980005 MOBILIZATION	 LUMP	 LUMP		 1,363,000.00	
3060	2599-9999008 ('POUNDS' ITEM) MAINTENANCE CATWALKS AND ACCESS SYSTEM	 702,256.000  LB	 1.90000		 1,334,286.40	
3070	2599-9999010 ('LUMP SUM' ITEM) GIRDER ERECTION PLAN	 LUMP	 LUMP		 20,000.00	

SECTION 0017 ROADWAY ITEMS  
 IM-NHS-080-1(379)4--03-78

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3080	2412-0000100  LONGITUDINAL GROOVING IN  CONCRETE	 8,398.000   SY	 1.35000		 11,337.30	
3090	2528-8445110 TRAFFIC  CONTROL	  LUMP	  LUMP		 3,500.00	
3100	2602-0000020 SILT FENCE 	 1,750.000   LF	 1.60000		 2,800.00	
3110	2602-0000071 REMOVAL OF  SILT FENCE OR SILT FENCE  FOR DITCH CHECKS	 1,750.000   LF	 0.10000		 175.00	
3120	2602-0000101 MAINTENANCE  OF SILT FENCE OR SILT  FENCE FOR DITCH CHECK	 175.000   LF	 0.25000		 43.75	
3130	2602-0000312 PERIMETER  AND SLOPE SEDIMENT  CONTROL DEVICE, 12 IN.  DIA.	 200.000   LF	 3.25000		 650.00	
3140	2602-0000320 PERIMETER  AND SLOPE SEDIMENT  CONTROL DEVICE, 20 IN.  DIA.	 200.000   LF	 3.95000		 790.00	
3150	2602-0000350 REMOVAL OF  PERIMETER AND SLOPE  SEDIMENT CONTROL DEVICE	 400.000   LF	 0.25000		 100.00	
3160	2602-0010010  MOBILIZATIONS, EROSION  CONTROL	 1.000   EACH	 500.00000		 500.00	
3170	2602-0010020  MOBILIZATIONS, EMERGENCY  EROSION CONTROL	 1.000   EACH	 1,000.00000		 1,000.00	
SECTION 0018 RAILROAD INSURANCE						
IM-NHS-080-1(379)4--03-78						

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3180	2595-0005105 RAILROAD  PROTECTIVE LIABILITY  INSURANCE FOR BNSF  RAILWAY CO.	LUMP	LUMP			7,000.00
3190	2595-0005110 RAILROAD  PROTECTIVE LIABILITY  INSURANCE FOR CBEC  RAILWAY INC.	LUMP	LUMP			7,000.00
3200	2595-0005135 RAILROAD  PROTECTIVE LIABILITY  INSURANCE FOR IOWA  INTERSTATE RAILROAD LTD.	LUMP	LUMP			7,000.00
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SECTION 0019 DESIGN NO. 0418;537'-5 5/8 X 30'-0 CONTINUOUS WELDED GIRDER BRIDGE IM-NHS-080-1(380)4--03-78						
3210	2402-2720000 EXCAVATION,  CLASS 20	744.000  CY		30.00000		22,320.00
3220	2403-0100010 STRUCTURAL  CONCRETE (BRIDGE)	185.800  CY		350.00000		65,030.00
3230	2403-7000210 HIGH  PERFORMANCE STRUCTURAL  CONCRETE	845.000  CY		725.00000		612,625.00
3240	2404-7775000 REINFORCING  STEEL	79,458.000  LB		1.00000		79,458.00
3250	2404-7775005 REINFORCING  STEEL, EPOXY COATED	210,726.000  LB		0.75000		158,044.50
3260	2404-7775009 REINFORCING  STEEL, STAINLESS STEEL	7,954.000  LB		2.37000		18,850.98
3270	2408-7800000 STRUCTURAL  STEEL	943,310.000  LB		1.18000		1,113,105.80

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3280	2413-1200000 STEEL  EXTRUSION JOINT WITH  NEOPRENE	   32.0000  LF	   200.000000		   6,400.00	
3290	2413-1200100 NEOPRENE  GLAND INSTALLATION AND  TESTING	   32.0000  LF	   20.000000		   640.00	
3300	2414-6424119 CONCRETE  BARRIER RAILING,  AESTHETIC	   1,147.0000  LF	   90.000000		   103,230.00	
3310	2434-0000100 DISC  BEARING ASSEMBLIES	   16.0000  EACH	   3,800.000000		   60,800.00	
3320	2499-2300001 DECK DRAINS	  LUMP	  LUMP		   15,000.00	
3330	2501-0201253 PILES,  STEEL, HP 12 X 53	   2,300.0000  LF	   36.000000		   82,800.00	
3340	2501-0201489 PILES,  STEEL, HP 14 X 89	   3,150.0000  LF	   49.000000		   154,350.00	
3350	2504-0240036 REMOVE  SANITARY SEWER PIPE LESS  THAN OR EQUAL TO 36 IN.	   28.0000  LF	   26.740000		   748.72	
3360	2526-8285000  CONSTRUCTION SURVEY	  LUMP	  LUMP		   12,000.00	
3370	2533-4980005  MOBILIZATION	  LUMP	  LUMP		   300,000.00	
3380	2599-9999008 (' POUNDS'  ITEM) MAINTENANCE  CATWALKS AND ACCESS  SYSTEM	   136,197.0000  LB	   1.900000		   258,774.30	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3390	2599-9999010 ('LUMP SUM' ITEM) GIRDER ERECTION PLAN	LUMP	LUMP			12,000.00
3400	2599-9999018 ('SQUARE YARDS' ITEM) REVETMENT STONE SLOPE PROTECTION	432.500 SY		75.00000		32,437.50
SECTION 0020 ROADWAY ITEMS IM-NHS-080-1(380)--03-78						
3410	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	84.500 SY		90.87000		7,678.52
3420	2301-0690203 BRIDGE APPROACH, BR-203	157.300 SY		200.00000		31,460.00
3430	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	1,769.900 SY		1.35000		2,389.37
3440	2435-0900000 BRIDGE END DRAIN, SW-538 MODIFIED	1.000 EACH		9,318.73000		9,318.73
3450	2518-6910000 SAFETY CLOSURE	1.000 EACH		225.00000		225.00
3460	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP			3,500.00
3470	2602-0000020 SILT FENCE	1,100.000 LF		1.60000		1,760.00
3480	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	1,100.000 LF		0.10000		110.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3490	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	110.000 LF	0.25000		27.50	
3500	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	200.000 LF	3.25000		650.00	
3510	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	200.000 LF	3.95000		790.00	
3520	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	400.000 LF	0.25000		100.00	
3530	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000		500.00	
3540	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00000		1,000.00	
SECTION 0021 RAILROAD INSURANCE IM-NHS-080-1(380)4--03-78						
3550	2595-0005105 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR BNSF RAILWAY CO.	LUMP	LUMP		2,000.00	
3560	2595-0005110 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CBEC RAILWAY INC.	LUMP	LUMP		2,000.00	
3570	2595-0005135 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.	LUMP	LUMP		2,000.00	

SECTION 0022 DESIGN NO. 0217;289'-0 X 60'-0 PRETENSIONED PRESTRESSED  
 CONCRETE BEAM BRIDGE IM-NHS080-1(400)3--03-78

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3580	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP	LUMP			77,000.00
3590	2402-2720000 EXCAVATION, CLASS 20	705.000 CY	75.00000			52,875.00
3600	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	203.200 CY	750.00000			152,400.00
3610	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	968.400 CY	750.00000			726,300.00
3620	2404-7775000 REINFORCING STEEL	111,124.000 LB	1.00000			111,124.00
3630	2404-7775005 REINFORCING STEEL, EPOXY COATED	237,991.000 LB	0.95000			226,091.45
3640	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,945.000 LB	3.00000			11,835.00
3650	2407-0564260 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTE60	8.000 EACH	12,000.00000			96,000.00
3660	2407-0564270 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTE70	8.000 EACH	13,000.00000			104,000.00
3670	2407-0564355 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTE155	8.000 EACH	28,000.00000			224,000.00
3680	2408-7800000 STRUCTURAL STEEL	15,788.000 LB	3.00000			47,364.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3690	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	612.000 LF	60.00000		36,720.00	
3700	2433-0001060 CONCRETE DRILLED SHAFT, 60 IN. DIAMETER	720.000 LF	850.00000		612,000.00	
3710	2433-0003000 DEMONSTRATION SHAFT	90.000 LF	650.00000		58,500.00	
3720	2499-2300001 DECK DRAINS	LUMP	LUMP		4,000.00	
3730	2501-0201274 PILES, STEEL, HP 12 X 74	3,510.000 LF	45.00000		157,950.00	
3740	2501-6335010 PREBORED HOLES	225.000 LF	50.00000		11,250.00	
3750	2501-8400172 TEMPORARY SHORING	LUMP	LUMP		33,000.00	
3760	2507-2638610 CONCRETE SLOPE PROTECTION	937.000 SY	75.00000		70,275.00	
3770	2507-2638660 BRIDGE WING ARMORING - MACADAM STONE	6.000 SY	200.00000		1,200.00	
3780	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		12,000.00	
3790	2533-4980005 MOBILIZATION	LUMP	LUMP		300,000.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
3800	2599-9999009 ('LINEAR FEET' ITEM) PILE CASING, CMP, 24 INCH	295.000   LF	60.00000	17,700.00
SECTION 0023 ROADWAY ITEMS IM-NHS-080-1(400)3--03-78				
3810	2301-0690203 BRIDGE APPROACH, BR-203	675.800   SY	200.00000	135,160.00
3820	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	2,483.500   SY	1.35000	3,352.73
3830	2518-6910000 SAFETY CLOSURE	2.000   EACH	225.00000	450.00
3840	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP	3,500.00
3850	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	140.000   CDAY	45.00000	6,300.00
3860	2602-0000020 SILT FENCE	1,500.000   LF	1.60000	2,400.00
3870	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	1,500.000   LF	0.10000	150.00
3880	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	150.000   LF	0.25000	37.50
3890	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	200.000   LF	3.25000	650.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: HA801 Bid Order No.: 008  
 Contract ID No.: 78-0801-378 Letting Date: October 17, 2017  
 Primary Work Type: BRIDGE NEW - STEEL GIRDER 10:00 A.M.  
 Primary County: POTTAWATTAMIE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
3900	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	200.000  LF	3.95000		790.00	
3910	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	400.000  LF	0.25000		100.00	
3920	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000  EACH	500.00000		500.00	
3930	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000  EACH	1,000.00000		1,000.00	
TOTAL BID					104,669,512	

**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)

**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).

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.

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.

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).

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.

**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.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 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.

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.

**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 for duty with the contractor.

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

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

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

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

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

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

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

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

\* \* \* \* \*

## **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.

# Doc Express Document Signing History

Contract: 78-0801-378 Document: 78-0801-378 101172017 BO 008

Date	Signed By
10/27/2017	Chris Hawkins Hawkins Construction Digital Signature (Signed by Contractor)
10/28/2017	Robert Cramer Cramer and Associates, Inc. Digital Signature (Signed by Contractor - Cramer)
10/28/2017	Steve Sandquist United Contractors, Inc. Digital Signature (Signed by Contractor - United)
11/14/2017	Dot Contracts Iowa DOT Electronic Signature (Checked by Office of Contracts Personnel)
11/15/2017	Mark Dunn Iowa DOT Digital Signature (Signed by Office of Contracts)
11/15/2017	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Office of Contracts)