

CONTRACT

Letting Date: Nov 19, 2019 10:00 A.M.

Contract ID: 77-0354-196

Call Order No.: 105

County: POLK

Project Engineer: GRIMES RESIDENT CONST OFFICE

Cost Center: 601000

Object Code: 890

DBE Commitment: \$1,120,000.00

Contract Work Type: PCC PAVEMENT - GRADE AND NEW

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

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES, LLC, JV

Vendor ID: MO483

City: ELKADER

State: IA

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

Contractor, for and in considerations of \$ 27,816,116.73 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

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

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

Contract Project(s)**Contract ID:** 77-0354-196**Call Order No.:** 105**Letting Date:** Nov 19, 2019 10:00 A.M.**Project Number:** IM-NHS-035-4(197)94--03-77**County:** POLK**Project Work Type:** BRIDGE REPLACEMENT - PPCB**Accounting ID:** 36360**Location:** In Ankeny over Fourmile Creek (SB)**Route:** I-35

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-NHS-035-4(220)93--03-77**County:** POLK**Project Work Type:** RCB CULVERT REPLACEMENT -
TRIPLE BOX**Accounting ID:** 36361**Location:** In Ankeny approx 0.8 mi N of E 1st St (SB)**Route:** I-35

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-035-4(149)92--13-77**County:** POLK**Project Work Type:** LIGHTING**Accounting ID:** 36357**Location:** IN ANKENY AT EAST 1ST INTERCHANGE**Route:** I-35

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-NHS-035-4(195)93--03-77**County:** POLK**Project Work Type:** BRIDGE REPLACEMENT - PPCB**Accounting ID:** 36358**Location:** In Ankeny over E 1st St (SB)**Route:** I-35

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-NHS-035-4(196)92--03-77**County:** POLK**Project Work Type:** PCC PAVEMENT - GRADE AND NEW**Accounting ID:** 36359**Location:** In Ankeny from N of Oralabor Rd to NE 36th St (SB)**Route:** I-35

Federal Aid - Predetermined Wages are in Effect

Project Number: IM-035-4(231)92--13-77**County:** POLK**Project Work Type:** TRAFFIC SIGNS**Accounting ID:** 36362**Location:** I-35 1ST ST INTERCHANGE**Route:** I-35

Federal Aid - Predetermined Wages are in Effect



11/22/2019 14:09:15

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Contract Time**Contract ID:** 77-0354-196**Call Order No.:** 105**Letting Date:** Nov 19, 2019 10:00 A.M.

Site ID	Site Details			Liquidated Damages
00	Late Start Date	04/01/2020	30 WORK DAYS	\$2,000.00
01	11/24/2020 COMPLETION DATE			\$4,000.00
	See Site ID 01 description in the Proposal Notes.			
02	Approximate Start Date	05/01/2020	140 CALENDAR DAYS	\$10,000.00
	See Site ID 02 description in the Proposal Notes.			

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

Notes

Contracts ID: 77-0354-196**Call Order No.:** 105**Letting Date:** Nov 19, 2019 10:00 A.M.

Notes :***** Site ID 00 *****

This site is for work that does not affect Site ID 01, Site ID 02, and does not require roadway or ramp closures.

***** Site ID 01/No Excuse Road Opening Bonus *****

This site is to open up to traffic southbound I-35 and the reconstructed interchange. This site corresponds to the No Excuse Bonus of \$750,000. The contractor will be paid the predetermined lump sum amount in the Schedule of Prices for the bid item No Excuse Road Opening Bonus to have southbound I-35 and the reconstructed interchange open to through traffic by November 24, 2020. Any delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date.

***** Site ID 02/Incentive/Disincentive*****

This site is for completion of all work on E. 1st Street requiring closure of E. 1st Street as shown in stages 3A, 3B, 3C and 3D.

This is an Incentive/Disincentive site per Section 1111 of the Standard Specifications with the following conditions:

Closure/Calendar Days Allowed for this site: 140

There is no Maximum incentive for this site.

Incentive/Disincentive/Liquidated Damages per day: \$10,000

The Critical Closure Activity occurs when E. 1st Street is closed to traffic and is complete when E. 1st Street is open to traffic.

***** Work Restrictions *****

The contractor will be allowed to work on the southbound I-35 bridge over E. 1st Street before 4-1-2020 with I-35 in its current traffic configuration.

I-35 traffic cannot be switched until 4-1-2020.

E. 1st Street cannot be closed until 5-1-2020.

E. 1st Street east of SE Creekview Drive will be unavailable until June 1, 2020.

NE Frisk Drive will be unavailable until June 1, 2020.

Contract Addenda

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The following is a list of Contract Addenda:

19NOV105.A01

19NOV105.A02

19NOV105.A03

19NOV105.A04

19NOV105.A05

19NOV105.A06

19NOV105.A07

Contract Specifications List

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Contract ID: 77-0354-196

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Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 ***</p> <p>The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
005.2120	<p>*** FUEL ADJUSTMENT ***</p> <p>A fuel adjustment factor will be applied to payments on this contract in accordance with section 2120 of the standard specifications.</p>
500.07.2019	<p>*** WINTER WORK ***</p> <p>Winter work will be allowed during the winter of 2019/2020. No working days will be charged between November 15, 2019 and April 1, 2020.</p>
500.2020	<p>*** NO WINTER FREE TIME ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2020-2021. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.</p>
660.26	<p>*** SPECIALTY ITEM ***</p> <p>The item 'TRAFFIC SIGNALIZATION' and/or 'TRAFFIC SIGNAL INSTALLATION' is considered a specialty item for this project.</p> <p>When performed by subcontract, the cost of the specialty item/s so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Prime Contractor with his/her own organization. Refer to Article 1108.01 of the Standard Specifications.</p>
720.121	<p>*** POINT 25 Utility Data ***</p> <p>This Estimating Proposal has an attachment of the "POINT 25 Utility Data". This attachment is a part of the proposal form.</p>
DS-15001	<p>DEVELOPMENTAL SPECIFICATIONS FOR CONCRETE SURFACE PREPARATION AND TESTING PRIOR TO COATING APPLICATION</p>

Contract Specifications List

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DS-15005	DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION PROGRESS SCHEDULE
DS-15019	DEVELOPMENTAL SPECIFICATIONS FOR FLOATING SILT CURTAIN
DS-15035	DEVELOPMENTAL SPECIFICATIONS FOR STRUCTURAL CONCRETE COATING
DS-15038	DEVELOPMENTAL SPECIFICATIONS FOR QUALITY MANAGEMENT CONCRETE (QM-C)
DS-15049	DEVELOPMENTAL SPECIFICATIONS FOR PRIMARY AND INTERSTATE PAVEMENT SMOOTHNESS
DS-15069	DEVELOPMENTAL SPECIFICATIONS FOR PCC PAVEMENT NON-DESTRUCTIVE THICKNESS DETERMINATION
DS-15073	DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE FOR STRUCTURES
FHWA-1273.05	FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
GS-15009	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

Contract Specifications List

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Contract ID: 77-0354-196**Call Order No.:** 105**Letting Date:** November 19, 2019 10:00 A.M.

IA19-81.0	<p>PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA190081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)</p> <p>Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.</p> <p>*** Additional Requirement ***</p> <p>The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.</p>
SP-150569A	<p>SPECIAL PROVISIONS FOR MULTI-COMPONENT LIQUID PAVEMENT MARKINGS</p> <p>Dallas County IMN-080-3(211)107--0E-25 MPIN-080-4(718)107--0N-25</p> <p>Jasper County IM-NHS-080-5(303)174--03-50</p> <p>Polk County IM-NHS-035-4(196)92--03-77 NHS-080-3(184)127--11-77</p> <p>Story County IMN-035-4(290)106--0E-85 MPIN-035-1(713)121--0N-85</p>
SP-150577	<p>SPECIAL PROVISIONS FOR MASS CONCRETE – CONTROL OF HEAT OF HYDRATION</p> <p>Polk County IM-NHS-035-4(195)93--03-77</p>

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SP-150578 SPECIAL PROVISIONS FOR PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

Polk County
IM-NHS-035-4(196)92--03-77
NHS-080-3(184)127--11-77

SP-150581 SPECIAL PROVISIONS FOR VIBRATION MONITORING

Polk County IM-NHS-035-4(197)94--03-77

Contract Schedule

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Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0001

LIGHTING ITEMS - IM-035-4(149)92--13-77

\$135,276.34

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2523-0000100 LIGHTING POLES	14.000 EACH	4,956.36		69,389.04	
0020	2523-0000200 ELECTRICAL CIRCUITS	5,470.000 LF	8.59		46,987.30	
0030	2523-0000310 HANDHOLES AND JUNCTION BOXES	10.000 EACH	820.00		8,200.00	
0040	2528-8445110 TRAFFIC CONTROL	LUMP SUM			3,500.00	
0050	2533-4980005 MOBILIZATION	LUMP SUM			7,200.00	

Contract Schedule

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MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES, LLC, JV

SECTION 0002

**DESIGN NO. 0618; 234'-0 x 75'-4 PRETENSIONED
PRESTRESSED CONCRETE BEAM BRIDGE IM-NHS-035-
4(195)93--03-77**

\$2,889,154.81

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0060	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM			90,000.00	
0070	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			2,500.00	
0080	2402-2720000 EXCAVATION, CLASS 20	1,301.000 CY	25.00		32,525.00	
0090	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	736.800 CY	500.00		368,400.00	
0100	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	689.400 CY	550.00		379,170.00	
0110	2403-7303000 STRUCTURAL CONCRETE COATING	2,045.900 SY	52.00		106,386.80	
0120	2404-7775000 REINFORCING STEEL	48,534.000 LB	1.10		53,387.40	
0130	2404-7775005 REINFORCING STEEL, EPOXY COATED	243,575.000 LB	1.10		267,932.50	
0140	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,453.000 LB	2.69		9,288.57	
0150	2407-0550000 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTE45	18.000 EACH	9,500.00		171,000.00	
0160	2407-0564340 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTE140	9.000 EACH	27,500.00		247,500.00	

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 4(195)93--03-77**
\$2,889,154.81
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Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0170	2408-7800000 STRUCTURAL STEEL	20,728.000 LB	2.50		51,820.00	
0180	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	237.000 LF	59.42		14,082.54	
0190	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	265.000 LF	85.00		22,525.00	
0200	2423-9070012 BRIDGE-MOUNTED SIGN SUPPORT, 2 BRACKET, STEEL	1.000 EACH	7,600.00		7,600.00	
0210	2499-2300001 DECK DRAINS	LUMP SUM			10,000.00	
0220	2501-0201057 PILES, STEEL, HP 10 X 57	12,390.000 LF	40.00		495,600.00	
0230	2501-6335010 PREBORED HOLES	280.000 LF	50.00		14,000.00	
0240	2501-8400172 TEMPORARY SHORING	LUMP SUM			200,000.00	
0250	2507-2638610 CONCRETE SLOPE PROTECTION	850.000 SY	115.00		97,750.00	
0260	2507-2638660 BRIDGE WING ARMORING - MACADAM STONE	13.600 SY	175.00		2,380.00	
0270	2523-0000310 HANDHOLES AND JUNCTION BOXES	2.000 EACH	2,500.00		5,000.00	
0280	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			8,500.00	

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SECTION 0002

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PRESTRESSED CONCRETE BEAM BRIDGE IM-NHS-035-
4(195)93--03-77**

\$2,889,154.81

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0290	2533-4980005 MOBILIZATION	LUMP SUM			225,000.00	
0300	2599-9999009 (‘LINEAR FEET’ ITEM) CONDUIT 1 1/2 IN. DIA. GALVANIZED RIGID STEEL	114.000 LF	25.50		2,907.00	
0310	2599-9999009 (‘LINEAR FEET’ ITEM) CONDUIT 3/4 IN. DIA. GALVANIZED RIGID STEEL	520.000 LF	7.50		3,900.00	

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MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0003

ROADWAY ITEMS - IM-NHS-035-4(195)93--03-77

\$363,288.75

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0320	2301-0690203 BRIDGE APPROACH, BR-203	1,311.800 SY	210.00		275,478.00	
0330	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	3,208.700 SY	3.90		12,513.93	
0340	2503-0500402 BRIDGE END DRAIN, DR-402	2.000 EACH	8,500.00		17,000.00	
0350	2513-0001020 CONCRETE BARRIER, BA-102	303.200 LF	88.38		26,796.82	
0360	2520-3350010 FIELD LABORATORY	1.000 EACH	10,000.00		10,000.00	
0370	2528-8445110 TRAFFIC CONTROL	LUMP SUM			18,000.00	
0380	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	28.000 CDAY	125.00		3,500.00	

Contract Schedule

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LLC, JV

SECTION 0004

ROADWAY ITEMS - IM-NHS-035-4(196)92--03-77

\$20,218,757.79

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0390	2101-0850001 CLEARING AND GRUBBING	28.850 ACRE	4,000.00		115,400.00	
0400	2102-0425071 SPECIAL BACKFILL	32,997.400 CY	24.40		805,136.56	
0410	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	125,606.000 CY	4.20		527,545.20	
0420	2102-2710090 EXCAVATION, CLASS 10, WASTE	124,277.000 CY	9.30		1,155,776.10	
0430	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	450.000 CY	60.00		27,000.00	
0440	2102-4560000 LOCATING TILE LINES	167.910 STA	40.00		6,716.40	
0450	2105-8425005 TOPSOIL, FURNISH AND SPREAD	3,122.000 CY	39.80		124,255.60	
0460	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	40,998.000 CY	6.40		262,387.20	
0470	2107-0875100 COMPACTION WITH MOISTURE CONTROL	97,307.000 CY	1.20		116,768.40	
0480	2109-8225100 SPECIAL COMPACTION OF SUBGRADE	203.000 STA	410.00		83,230.00	
0490	2111-8174100 GRANULAR SUBBASE	75,880.000 SY	5.90		447,692.00	
0500	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	71,877.900 SY	3.80		273,136.02	

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			Dollars	Cents	Dollars	Cents
0510	2115-0100000 MODIFIED SUBBASE	13,645.000 CY	42.00		573,090.00	
0520	2121-7425010 GRANULAR SHOULDERS, TYPE A	768.100 TON	35.20		27,037.12	
0530	2122-5190007 PAVED SHOULDER, P.C. CONCRETE, 7 IN.	6,888.500 SY	52.00		358,202.00	
0540	2122-5190008 PAVED SHOULDER, P.C. CONCRETE, 8 IN.	386.600 SY	70.00		27,062.00	
0550	2122-5191005 REINFORCED PAVED SHOULDER FOR CONCRETE BARRIER	1,306.500 SY	98.00		128,037.00	
0560	2123-7450000 SHOULDER CONSTRUCTION, EARTH	376.700 STA	140.00		52,738.00	
0570	2213-6745500 REMOVAL OF CURB	13.740 STA	350.00		4,809.00	
0580	2301-1004100 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 10 IN.	33,669.000 SY	72.00		2,424,168.00	
0590	2301-1004115 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 11.5 IN.	69,159.000 SY	55.00		3,803,745.00	
0600	2301-4875006 MEDIAN, P.C. CONCRETE, 6 IN.	298.400 SY	82.00		24,468.80	

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			Dollars	Cents	Dollars	Cents
0610	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	75,000.000 EACH	1.00		75,000.00	
0620	2302-1200100 PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10 IN.	925.000 SY	100.00		92,500.00	
0630	2304-0101000 TEMPORARY PAVEMENT	6,440.100 SY	62.50		402,506.25	
0640	2315-8275025 SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	324.300 TON	27.50		8,918.25	
0650	2316-0000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	10,000.000 EACH	1.00		10,000.00	
0660	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	55,000.000 EACH	1.00		55,000.00	
0670	2401-6745356 REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	8.000 EACH	500.00		4,000.00	
0680	2401-6745765 REMOVAL OF LIGHT POLES	8.000 EACH	562.50		4,500.00	
0690	2401-6745830 REMOVAL OF P.C. CONCRETE MEDIAN BARRIER	300.000 LF	68.00		20,400.00	

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			Dollars	Cents	Dollars	Cents
0700	2402-0425040 FLOODED BACKFILL	787.900 CY	48.00		37,819.20	
0710	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	3,469.300 CY	15.00		52,039.50	
0720	2404-7775005 REINFORCING STEEL, EPOXY COATED	26,041.000 LB	1.03		26,822.23	
0730	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	5,978.000 LB	2.87		17,156.86	
0740	2414-6424111 CONCRETE BARRIER RAILING, MEDIAN	816.000 LF	55.68		45,434.88	
0750	2414-6460000 ORNAMENTAL METAL RAILING	587.000 LF	125.00		73,375.00	
0760	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	5.000 EACH	1,650.00		8,250.00	
0770	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	12.000 EACH	2,250.00		27,000.00	
0780	2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	1.000 EACH	2,600.00		2,600.00	
0790	2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	9.000 EACH	3,200.00		28,800.00	
0800	2416-0100042 APRONS, CONCRETE, 42 IN. DIA.	2.000 EACH	4,000.00		8,000.00	
0810	2416-0100048 APRONS, CONCRETE, 48 IN. DIA.	1.000 EACH	4,600.00		4,600.00	

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 MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
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SECTION 0004
ROADWAY ITEMS - IM-NHS-035-4(196)92--03-77
\$20,218,757.79
Alt Set ID:
Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0820	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	652.000 LF	106.00		69,112.00	
0830	2416-1180036 CULVERT, CONCRETE ROADWAY PIPE, 36 IN. DIA.	242.000 LF	135.00		32,670.00	
0840	2416-1180042 CULVERT, CONCRETE ROADWAY PIPE, 42 IN. DIA.	110.000 LF	162.00		17,820.00	
0850	2416-1180048 CULVERT, CONCRETE ROADWAY PIPE, 48 IN. DIA.	6.000 LF	400.00		2,400.00	
0860	2417-2307036 DRAIN, CORRUGATED METAL SLOTTED PIPE, 36 IN., W/6 IN. GRATE INSTALL ONLY	704.000 LF	30.00		21,120.00	
0870	2417-5895018 BEVELED PIPE AND GUARD, 18 INCH	5.000 EACH	1,550.00		7,750.00	
0880	2422-1723018 CULVERT, UNCLASSIFIED ROADWAY PIPE, 18 IN. DIA. INSTALL ONLY	225.000 LF	30.00		6,750.00	
0890	2422-1723048 CULVERT, UNCLASSIFIED ROADWAY PIPE, 48 IN. DIA.	52.000 LF	138.00		7,176.00	
0900	2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	2.000 EACH	4,200.00		8,400.00	
0910	2435-0140160 MANHOLE, STORM SEWER, SW-401, 60 IN.	2.000 EACH	7,000.00		14,000.00	

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			Dollars	Cents	Dollars	Cents
0920	2435-0140172 MANHOLE, STORM SEWER, SW-401, 72 IN.	2.000 EACH	7,200.00		14,400.00	
0930	2435-0140184 MANHOLE, STORM SEWER, SW-401, 84 IN.	2.000 EACH	11,250.00		22,500.00	
0940	2435-0250100 INTAKE, SW-501	2.000 EACH	4,600.00		9,200.00	
0950	2435-0250500 INTAKE, SW-505	20.000 EACH	6,000.00		120,000.00	
0960	2435-0250600 INTAKE, SW-506	1.000 EACH	8,500.00		8,500.00	
0970	2435-0250610 INTAKE, SW-506 MODIFIED	1.000 EACH	15,500.00		15,500.00	
0980	2435-0250614 INTAKE, SW-506 MODIFIED, TOP ONLY	2.000 EACH	5,000.00		10,000.00	
0990	2435-0251218 INTAKE, SW-512, 18 IN.	1.000 EACH	2,400.00		2,400.00	
1000	2435-0251236 INTAKE, SW-512, 36 IN.	1.000 EACH	3,600.00		3,600.00	
1010	2435-0600010 MANHOLE ADJUSTMENT, MINOR	4.000 EACH	2,000.00		8,000.00	
1020	2435-0700010 CONNECTION TO EXISTING MANHOLE	1.000 EACH	3,000.00		3,000.00	
1030	2502-6745952 REMOVAL OF SUBDRAIN	26,950.000 LF	0.50		13,475.00	

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			Dollars	Cents	Dollars	Cents
1040	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	29,307.000 LF	5.49		160,895.43	
1050	2502-8213208 SUBDRAIN, PVC, STANDARD, PERFORATED, 8 IN.	5,364.000 LF	18.50		99,234.00	
1060	2502-8221008 SUBDRAIN RISER, 8 IN., AS PER PLAN	6.000 EACH	1,500.00		9,000.00	
1070	2502-8221012 SUBDRAIN RISER, 12 IN., AS PER PLAN	22.000 EACH	1,000.00		22,000.00	
1080	2502-8221303 SUBDRAIN OUTLET, DR-303	40.000 EACH	300.00		12,000.00	
1090	2502-8221306 SUBDRAIN OUTLET, DR-306	86.000 EACH	325.00		27,950.00	
1100	2503-0114212 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	24.000 LF	145.00		3,480.00	
1110	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	1,090.000 LF	148.00		161,320.00	
1120	2503-0114230 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	590.000 LF	172.00		101,480.00	

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			Dollars	Cents	Dollars	Cents
1130	2503-0114236 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	950.000 LF	188.00		178,600.00	
1140	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1,943.000 LF	23.00		44,689.00	
1150	2503-0200136 REMOVE STORM SEWER PIPE GREATER THAN 36 IN.	60.000 LF	30.00		1,800.00	
1160	2503-0200341 STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA.	2,107.000 LF	68.00		143,276.00	
1170	2504-0240036 REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	715.000 LF	23.00		16,445.00	
1180	2504-0240236 SANITARY SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA.	2,030.000 LF	50.00		101,500.00	
1190	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	686.000 LF	8.00		5,488.00	
1200	2505-4008130 REMOVAL OF CABLE GUARDRAIL	5,405.600 LF	2.00		10,811.20	
1210	2505-4008300 STEEL BEAM GUARDRAIL	300.000 LF	30.00		9,000.00	
1220	2505-4008410 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	2.000 EACH	3,000.00		6,000.00	

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			Dollars	Cents	Dollars	Cents
1230	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	2.000 EACH	300.00		600.00	
1240	2505-4021020 STEEL BEAM GUARDRAIL END ANCHOR, W-BEAM	2.000 EACH	3,000.00		6,000.00	
1250	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	2.000 EACH	3,000.00		6,000.00	
1260	2505-4021721 STEEL BEAM GUARDRAIL FLARED END TERMINAL, BA-206	2.000 EACH	3,000.00		6,000.00	
1270	2505-6000111 HIGH TENSION CABLE GUARDRAIL	12,095.000 LF	17.50		211,662.50	
1280	2505-6000121 HIGH TENSION CABLE GUARDRAIL, END ANCHOR	12.000 EACH	5,500.00		66,000.00	
1290	2506-4984000 FLOWABLE MORTAR	45.900 CY	225.00		10,327.50	
1300	2507-3250005 ENGINEERING FABRIC	1,835.600 SY	5.00		9,178.00	
1310	2507-6800011 REVTMENT, CLASS A	75.000 SY	108.00		8,100.00	
1320	2507-6800061 REVTMENT, CLASS E	1,712.400 TON	58.50		100,175.40	
1330	2510-6745850 REMOVAL OF PAVEMENT	90,699.000 SY	5.50		498,844.50	
1340	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSSES	6.000 EACH	720.00		4,320.00	

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			Dollars	Cents	Dollars	Cents
1350	2511-0302500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	937.600 SY	40.90		38,347.84	
1360	2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	1,801.200 SY	42.60		76,731.12	
1370	2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	27.080 STA	850.00		23,018.00	
1380	2511-6745900 REMOVAL OF SIDEWALK	573.000 SY	14.00		8,022.00	
1390	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	90.300 SY	88.00		7,946.40	
1400	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	540.300 SY	66.60		35,983.98	
1410	2511-7528101 DETECTABLE WARNINGS	420.000 SF	45.00		18,900.00	
1420	2512-1725256 CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	415.000 LF	38.90		16,143.50	
1430	2515-2475007 DRIVEWAY, P.C. CONCRETE, 7 IN.	454.600 SY	57.00		25,912.20	
1440	2515-6745600 REMOVAL OF PAVED DRIVEWAY	350.400 SY	18.00		6,307.20	
1450	2516-8625000 COMBINED CONCRETE SIDEWALK AND RETAINING WALL	151.300 CY	986.00		149,181.80	
1460	2518-6910000 SAFETY CLOSURE	5.000 EACH	400.00		2,000.00	

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			Dollars	Cents	Dollars	Cents
1470	2519-1002072 FENCE, CHAIN LINK, 72 IN. HEIGHT	8,213.600 LF	15.25		125,257.40	
1480	2519-4200140 REMOVAL OF FENCE, FIELD	7,461.000 LF	1.50		11,191.50	
1490	2520-3350010 FIELD LABORATORY	1.000 EACH	10,000.00		10,000.00	
1500	2523-0000100 LIGHTING POLES	5.000 EACH	4,961.76		24,808.80	
1510	2523-0000200 ELECTRICAL CIRCUITS	4,545.000 LF	14.24		64,720.80	
1520	2523-0000310 HANDHOLES AND JUNCTION BOXES	17.000 EACH	839.41		14,269.97	
1530	2523-0000400 CONTROL CABINET	2.000 EACH	11,402.34		22,804.68	
1540	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	2.000 EACH	225.00		450.00	
1550	2524-6765110 REMOVAL OF TYPE A SIGN	41.000 EACH	112.50		4,612.50	
1560	2524-6765120 REMOVAL OF TYPE B SIGN	2.000 EACH	450.00		900.00	
1570	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	8.000 EACH	1,361.10		10,888.80	
1580	2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	412.000 LF	16.84		6,938.08	

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			Dollars	Cents	Dollars	Cents
1590	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	122.000 LF	65.36		7,973.92	
1600	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	240.000 SF	12.82		3,076.80	
1610	2524-9325150 INSTALL TYPE A SIGN	28.000 EACH	84.52		2,366.56	
1620	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	398.000 SF	20.98		8,350.04	
1630	2525-0000100 TRAFFIC SIGNALIZATION	LUMP SUM			950,000.00	
1640	2525-0000120 REMOVAL OF TRAFFIC SIGNALIZATION	LUMP SUM			22,800.00	
1650	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			190,000.00	
1660	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	686.550 STA	20.00		13,731.00	
1670	2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	1,964.810 STA	85.00		167,008.85	
1680	2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	447.200 STA	115.00		51,428.00	
1690	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	10.000 EACH	100.00		1,000.00	

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			Dollars	Cents	Dollars	Cents
1700	2527-9263180 PAVEMENT MARKINGS REMOVED	1,100.230 STA	18.00		19,804.14	
1710	2527-9263190 SYMBOLS AND LEGENDS REMOVED	16.000 EACH	100.00		1,600.00	
1720	2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS	1,337.900 STA	40.00		53,516.00	
1730	2527-9270120 GROOVES CUT FOR SYMBOLS AND LEGENDS	49.000 EACH	175.00		8,575.00	
1740	2528-3800000 MODULAR GLARE SCREEN SYSTEM	23,985.000 LF	7.00		167,895.00	
1750	2528-4983200 MONITORING WITH INCIDENT RESPONSE	200.000 CDAY	1,050.00		210,000.00	
1760	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	40,239.000 LF	4.50		181,075.50	
1770	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	6.000 EACH	7,500.00		45,000.00	
1780	2528-8445110 TRAFFIC CONTROL	LUMP SUM			188,000.00	
1790	2528-8445113 FLAGGERS	5.000 EACH	495.00		2,475.00	
1800	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	976.000 CDAY	20.00		19,520.00	

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			Dollars	Cents	Dollars	Cents
1810	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS) COMPACT	732.000 CDAY	20.00		14,640.00	
1820	2529-5070110 PATCHES, FULL-DEPTH FINISH, BY AREA	49.300 SY	250.00		12,325.00	
1830	2529-5070120 PATCHES, FULL-DEPTH FINISH, BY COUNT	2.000 EACH	1,000.00		2,000.00	
1840	2533-4980005 MOBILIZATION	LUMP SUM			920,000.00	
1850	2548-0000200 MILLED SHOULDER RUMBLE STRIPS, PCC SURFACE	400.460 STA	60.00		24,027.60	
1860	2549-0004036 PIPE LINING, SLIPLINING, LESS THAN OR EQUAL TO 36 IN. DIA. OR HEIGHT	725.000 LF	80.00		58,000.00	
1870	2549-0004037 PIPE LINING, SLIPLINING, GREATER THAN 36 IN. DIA. OR HEIGHT	428.000 LF	160.00		68,480.00	
1880	2551-0000110 TEMP CRASH CUSHION	10.000 EACH	950.00		9,500.00	
1890	2551-0000130 TEMP CRASH CUSHION, SEVERE USE (SU)	4.000 EACH	2,500.00		10,000.00	
1900	2552-0000300 TRENCH COMPACTION TESTING	LUMP SUM			25,000.00	
1910	2554-0112004 WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN.	10.000 LF	140.00		1,400.00	

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			Dollars	Cents	Dollars	Cents
1920	2554-0112012 WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	74.000 LF	140.00		10,360.00	
1930	2554-0112016 WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 16 IN.	410.000 LF	160.00		65,600.00	
1940	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, 22.5 DEGREE BEND 12 IN.	4.000 EACH	1,310.00		5,240.00	
1950	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, 22.5 DEGREE BEND 16 IN.	2.000 EACH	2,000.00		4,000.00	
1960	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, CONNECT TO EXISTING 12 IN.	5.000 EACH	4,000.00		20,000.00	
1970	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, CONNECT TO EXISTING 16 IN.	1.000 EACH	4,800.00		4,800.00	
1980	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, CROSS 16 IN. X 12 IN.	1.000 EACH	4,800.00		4,800.00	
1990	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, REDUCER 16 IN. X 12 IN.	1.000 EACH	1,600.00		1,600.00	
2000	2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, TEE 16 IN. X 4 IN.	1.000 EACH	3,500.00		3,500.00	
2010	2554-0204110 WATER SERVICE STUB, COPPER, 1 IN.	1.000 EACH	2,200.00		2,200.00	

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			Dollars	Cents	Dollars	Cents
2020	2554-0205110 WATER SERVICE STUB, COPPER, 1 IN.	10.000 LF	230.00		2,300.00	
2030	2554-0207000 VALVE, GATE, DIP, 16 IN.	2.000 EACH	8,300.00		16,600.00	
2040	2554-0207004 VALVE, GATE, DIP, 4 IN.	1.000 EACH	1,200.00		1,200.00	
2050	2554-0207012 VALVE, GATE, DIP, 12 IN.	2.000 EACH	3,200.00		6,400.00	
2060	2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	1.000 EACH	6,300.00		6,300.00	
2070	2554-0212020 VALVE BOX EXTENSION	11.000 EACH	1,200.00		13,200.00	
2080	2554-0214000 FIRE HYDRANT ADJUSTMENT	1.000 EACH	4,200.00		4,200.00	
2090	2599-9999005 (‘EACH’ ITEM) BARRIER GATE 39-FOOT	1.000 EACH	53,250.00		53,250.00	
2100	2599-9999005 (‘EACH’ ITEM) FIRE HYDRANT REMOVE AND REINSTALL	1.000 EACH	6,500.00		6,500.00	
2110	2599-9999005 (‘EACH’ ITEM) LIGHTING FIXTURES BARRIER RAIL	9.000 EACH	2,126.11		19,134.99	
2120	2599-9999005 (‘EACH’ ITEM) LIGHTING FIXTURES BRIDGE PIER	16.000 EACH	1,160.32		18,565.12	
2130	2599-9999005 (‘EACH’ ITEM) LIGHTING FIXTURES BRIDGE UNDER DECK	8.000 EACH	1,865.12		14,920.96	

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			Dollars	Cents	Dollars	Cents
2140	2599-9999005 (‘EACH’ ITEM) LIGHTING FIXTURES ROADWAY	15.000 EACH	501.85		7,527.75	
2150	2599-9999005 (‘EACH’ ITEM) PERFORMED THERMOPLASTIC SYMBOLS	45.000 EACH	425.00		19,125.00	
2160	2599-9999005 (‘EACH’ ITEM) UTILITY SUPPORT	4.000 EACH	7,200.00		28,800.00	
2170	2599-9999009 (‘LINEAR FEET’ ITEM) CONDUIT HDPE SDR 13.5 2 IN. BLUE	2,133.000 LF	2.74		5,844.42	
2180	2599-9999009 (‘LINEAR FEET’ ITEM) CONDUIT HDPE SDR 13.5 2 IN. GREY	8,532.000 LF	2.64		22,524.48	
2190	2599-9999009 (‘LINEAR FEET’ ITEM) CONDUIT HDPE SDR 13.5 2 IN. ORANGE	2,133.000 LF	3.11		6,633.63	
2200	2599-9999009 (‘LINEAR FEET’ ITEM) ELECTRICAL CIRCUITS BARRIER RAIL	778.000 LF	11.05		8,596.90	
2210	2599-9999009 (‘LINEAR FEET’ ITEM) JOINT UTILITY TRENCH TYPE 1 TRENCHED	2,133.000 LF	16.96		36,175.68	
2220	2599-9999009 (‘LINEAR FEET’ ITEM) REMOVAL OF WATER MAIN	488.000 LF	28.00		13,664.00	
2230	2599-9999009 (‘LINEAR FEET’ ITEM) STRUCTURAL STEEL RAILING TRAFFIC & SIDEWALK	752.000 LF	250.00		188,000.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0004

ROADWAY ITEMS - IM-NHS-035-4(196)92--03-77

\$20,218,757.79

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2240	2599-9999010 (‘LUMP SUM’ ITEM) EROSION AND SEDIMENT CONTROL (ESC) MANAGEMENT	LUMP SUM			15,000.00	
2250	2599-9999010 (‘LUMP SUM’ ITEM) KUM AND GO STORE #92 SIGN	LUMP SUM			5,500.00	
2260	2599-9999010 (‘LUMP SUM’ ITEM) SIGN MAST ARMS	LUMP SUM			42,043.00	
2270	2599-9999020 (‘TONS’ ITEM) ROUNDED RIVER ROCK WASHED 2 IN. DIA.	390.000 TON	65.00		25,350.00	
2280	2601-2634100 MULCHING	65.000 ACRE	550.00		35,750.00	
2290	2601-2636043 SEEDING AND FERTILIZING (RURAL)	60.000 ACRE	600.00		36,000.00	
2300	2601-2636044 SEEDING AND FERTILIZING (URBAN)	5.000 ACRE	1,000.00		5,000.00	
2310	2601-2640350 SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	136.000 SQ	11.00		1,496.00	
2320	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	60.000 ACRE	250.00		15,000.00	
2330	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	5.000 ACRE	600.00		3,000.00	
2340	2601-2643412 TURF REINFORCEMENT MAT, TYPE 2	70.000 SQ	45.00		3,150.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0004

ROADWAY ITEMS - IM-NHS-035-4(196)92--03-77

\$20,218,757.79

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2350	2602-0000020 SILT FENCE	4,620.000 LF	1.35		6,237.00	
2360	2602-0000030 SILT FENCE FOR DITCH CHECKS	6,198.000 LF	1.35		8,367.30	
2370	2602-0000050 SILT BASINS	38.000 EACH	450.00		17,100.00	
2380	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	5,409.000 LF	0.05		270.45	
2390	2602-0000080 REMOVAL OF SILT BASINS	38.000 EACH	150.00		5,700.00	
2400	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1,081.800 LF	0.05		54.09	
2410	2602-0000130 TEMPORARY SEDIMENT CONTROL BASIN	2.000 EACH	4,500.00		9,000.00	
2420	2602-0000135 REMOVAL OF TEMPORARY SEDIMENT CONTROL BASIN	2.000 EACH	1,500.00		3,000.00	
2430	2602-0000140 MAINTENANCE OF TEMPORARY SEDIMENT CONTROL BASIN	6.000 EACH	1,000.00		6,000.00	
2440	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE, EC-303	700.000 LF	32.90		23,030.00	
2450	2602-0000160 ROCK CHECK DAM	575.000 LF	32.00		18,400.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES, LLC, JV

SECTION 0004

ROADWAY ITEMS - IM-NHS-035-4(196)92--03-77

\$20,218,757.79

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2460	2602-0000170 MAINTENANCE OF ROCK CHECK DAM	75.000 EACH	150.00		11,250.00	
2470	2602-0000180 REMOVAL OF ROCK CHECK DAM	25.000 EACH	200.00		5,000.00	
2480	2602-0000212 FLOATING SILT CURTAIN (HANGING)	1,264.000 LF	20.00		25,280.00	
2490	2602-0000240 MAINTENANCE OF FLOATING SILT CURTAIN	632.000 LF	5.00		3,160.00	
2500	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	2,727.000 LF	3.00		8,181.00	
2510	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	1,000.000 LF	3.50		3,500.00	
2520	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	3,727.000 LF	0.25		931.75	
2530	2602-0000400 TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	28.000 EACH	475.00		13,300.00	
2540	2602-0000410 MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	28.000 EACH	50.00		1,400.00	
2550	2602-0000420 REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	28.000 EACH	25.00		700.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0004

ROADWAY ITEMS - IM-NHS-035-4(196)92--03-77

\$20,218,757.79

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2560	2602-0000530 GRATE INTAKE SEDIMENT FILTER BAG	52.000 EACH	125.00		6,500.00	
2570	2602-0000540 MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	52.000 EACH	20.00		1,040.00	
2580	2602-0000550 REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	52.000 EACH	20.00		1,040.00	
2590	2602-0010010 MOBILIZATIONS, EROSION CONTROL	30.000 EACH	500.00		15,000.00	
2600	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	15.000 EACH	1,000.00		15,000.00	
2601	2528-8400256 TEMPORARY TRAFFIC SIGNALS	3.000 EACH	67,145.73		201,437.19	
2602	2601-2636015 NATIVE GRASS SEEDING	0.350 ACRE	3,000.00		1,050.00	

SECTION 0005

NO EXCUSE ROAD OPENING BONUS FOR CONTRACT

\$750,000.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2610	2528-5160000 NO EXCUSE ROAD OPENING BONUS, NO EXCUSE BONUS TO OPEN UP TO TRAFFIC SOUTHBOUND I-35 WITH NO ADDITIONAL LANE CLOSURES, COMPLETION DATE 11-24-2020.	LUMP SUM			750,000.00	



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Contract Schedule

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Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0006

INCENTIVE/DISINCENTIVE ITEMS FOR CONTRACT

\$100,000.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2620	2528-5160100 CRITICAL CLOSURE ACTIVITY INCENTIVE PAYMENT (OR DISINCENTIVE ASSESSMENT) SITE ID 02	10.000 CDAY	10,000.00		100,000.00	

Contract Schedule

Page 28 of 35

Contract ID: 77-0354-196

Awarded Vendor: MO483

 MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
 LLC, JV

SECTION 0007
**DESIGN NO. 1218; 194'-0 x 15'-9 PRESTRESSED
 CONCRETE BEAM BRIDGE WIDENING TO 194'-0 x 75'-4 IM-
 NHS-035-4(197)94--03-77**
\$1,927,124.32
Alt Set ID:
Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2630	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	1,355.000 CY	15.00		20,325.00	
2640	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM			73,000.00	
2650	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			12,000.00	
2660	2402-2720000 EXCAVATION, CLASS 20	538.000 CY	25.00		13,450.00	
2670	2402-2721000 EXCAVATION, CLASS 21	759.000 CY	140.00		106,260.00	
2680	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	573.800 CY	500.00		286,900.00	
2690	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	419.800 CY	575.00		241,385.00	
2700	2404-7775000 REINFORCING STEEL	60,141.000 LB	1.10		66,155.10	
2710	2404-7775005 REINFORCING STEEL, EPOXY COATED	130,896.000 LB	1.10		143,985.60	
2720	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	4,254.000 LB	4.78		20,334.12	
2730	2407-0562840 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB40	7.000 EACH	10,000.00		70,000.00	

Contract Schedule

Page 29 of 35

Contract ID: 77-0354-196

Awarded Vendor: MO483

 MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
 LLC, JV

SECTION 0007
**DESIGN NO. 1218; 194'-0 x 15'-9 PRESTRESSED
 CONCRETE BEAM BRIDGE WIDENING TO 194'-0 x 75'-4 IM-
 NHS-035-4(197)94--03-77**
\$1,927,124.32
Alt Set ID:
Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2740	2407-0562860 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB60	7.000 EACH	12,000.00		84,000.00	
2750	2407-0562890 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB90	7.000 EACH	17,000.00		119,000.00	
2760	2408-7800000 STRUCTURAL STEEL	8,367.000 LB	3.00		25,101.00	
2770	2414-6424038 CONCRETE BARRIER RAIL, 3'-8"	605.300 LF	75.00		45,397.50	
2780	2501-0201057 PILES, STEEL, HP 10 X 57	6,840.000 LF	40.00		273,600.00	
2790	2501-6335010 PREBORED HOLES	200.000 LF	50.00		10,000.00	
2800	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	8.600 SY	175.00		1,505.00	
2810	2507-3250005 ENGINEERING FABRIC	1,942.000 SY	3.00		5,826.00	
2820	2507-6800061 REVTMENT, CLASS E	2,168.000 TON	50.00		108,400.00	
2830	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			7,500.00	
2840	2533-4980005 MOBILIZATION	LUMP SUM			180,000.00	
2850	2599-9999010 (‘LUMP SUM’ ITEM) VIBRATION MONITORING	LUMP SUM			13,000.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0008

ROADWAY ITEMS - IM-NHS-035-4(197)94--03-77

\$312,807.68

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2860	2301-0690203 BRIDGE APPROACH, BR-203	1,164.900 SY	210.00		244,629.00	
2870	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	2,464.700 SY	4.20		10,351.74	
2880	2503-0500402 BRIDGE END DRAIN, DR-402	2.000 EACH	8,500.00		17,000.00	
2890	2513-0001020 CONCRETE BARRIER, BA-102	348.800 LF	88.38		30,826.94	
2900	2520-3350010 FIELD LABORATORY	1.000 EACH	10,000.00		10,000.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0009

**DESIGN NO. 0918; TRIPLE 12'-0 x 8'-0 x 116'-0 R.C.B.
CULVERT - STAGE 3. IM-NHS-035-4(220)93--03-77**

\$648,905.75

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2910	2107-3825025 GRANULAR MATERIAL FOR BLANKET AND SUBDRAIN	216.700 CY	85.00		18,419.50	
2920	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			35,000.00	
2930	2402-2720000 EXCAVATION, CLASS 20	4,500.000 CY	19.00		85,500.00	
2940	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	516.900 CY	525.00		271,372.50	
2950	2404-7775000 REINFORCING STEEL	76,891.000 LB	1.25		96,113.75	
2960	2501-8400172 TEMPORARY SHORING	LUMP SUM			95,000.00	
2970	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			7,500.00	
2980	2533-4980005 MOBILIZATION	LUMP SUM			40,000.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0010

ROADWAY ITEMS - IM-NHS-035-4(220)93--03-77

\$98,687.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2990	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	167.000 CY	20.00		3,340.00	
3000	2107-0425020 COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	474.100 CY	7.00		3,318.70	
3010	2402-0425040 FLOODED BACKFILL	943.800 CY	50.00		47,190.00	
3020	2402-0875150 COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	474.100 CY	9.00		4,266.90	
3030	2418-0000010 TEMPORARY STREAM DIVERSION	1.000 EACH	25,000.00		25,000.00	
3040	2507-3250005 ENGINEERING FABRIC	291.800 SY	3.00		875.40	
3050	2507-6800061 REVTMENT, CLASS E	267.200 TON	55.00		14,696.00	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES, LLC, JV

SECTION 0011

TRAFFIC SIGN ITEMS - IM-035-4(231)92--13-77

\$372,114.29

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
3060	2401-6745358 REMOVAL OF CONCRETE FOUNDATIONS OF HIGHWAY SIGNS	18.000 EACH	600.00		10,800.00	
3070	2402-2720000 EXCAVATION, CLASS 20	200.000 CY	49.50		9,900.00	
3080	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	67.600 CY	592.82		40,074.63	
3090	2404-7775005 REINFORCING STEEL, EPOXY COATED	12,702.000 LB	1.44		18,290.88	
3100	2423-1051400 STEEL CANTILEVER SIGN TRUSS, 40 FT. ARM	2.000 EACH	56,780.00		113,560.00	
3110	2520-3350010 FIELD LABORATORY	1.000 EACH	10,000.00		10,000.00	
3120	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	9.000 EACH	150.00		1,350.00	
3130	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	12.000 EACH	600.00		7,200.00	
3140	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	12.000 EACH	1,375.62		16,507.44	
3150	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	9.000 EACH	1,421.99		12,797.91	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0011

TRAFFIC SIGN ITEMS - IM-035-4(231)92--13-77

\$372,114.29

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
3160	2524-9089100 DELINEATOR, RIGID - TYPE I	21.000 EACH	72.55		1,523.55	
3170	2524-9089110 DELINEATOR, RIGID - TYPE IA	20.000 EACH	80.75		1,615.00	
3180	2524-9089200 DELINEATOR, RIGID - TYPE II	21.000 EACH	72.55		1,523.55	
3190	2524-9210007 REFERENCE LOCATION SIGNS	23.000 EACH	245.70		5,651.10	
3200	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	177.000 LF	12.58		2,226.66	
3210	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	13.000 EACH	411.90		5,354.70	
3220	2524-9278046 STEEL BREAKAWAY SIGN POSTS, RECTANGULAR TUBE, 4" X 6"	19.000 LF	169.39		3,218.41	
3230	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	194.300 LF	64.64		12,559.55	
3240	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	196.400 LF	62.52		12,278.93	
3250	2524-9290009 SIGN MOUNTING BRACKETS, SPECIAL	4.000 EACH	112.30		449.20	
3260	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	120.000 SF	13.73		1,647.60	

Contract Schedule

Contract ID: 77-0354-196

Awarded Vendor: MO483

MOYNA, C.J. & SONS, INC. & PROGRESSIVE STRUCTURES,
LLC, JV

SECTION 0011

TRAFFIC SIGN ITEMS - IM-035-4(231)92--13-77

\$372,114.29

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
3270	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	1,352.000 SF	22.19		30,000.88	
3280	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			7,500.00	
3290	2528-8445110 TRAFFIC CONTROL	LUMP SUM			3,500.00	
3300	2533-4980005 MOBILIZATION	LUMP SUM			24,000.00	
3310	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			3,600.00	
3320	2599-9999005 (‘EACH’ ITEM) ANCHOR BOLT ASSEMBLY - INSTALL AND SURVEY	2.000 EACH	1,200.00		2,400.00	
3330	2599-9999008 (‘POUNDS’ ITEM) ANCHOR BOLT ASSEMBLY - FURNISH	4,126.000 LB	3.05		12,584.30	

Total Bid: \$27,816,116.73

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

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.

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.

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.

* * * * *

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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

PREDETERMINED WAGE RATE**IA19 - 81.0**

General Decision Number: IA190081 08/16/2019

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	08/16/2019

SUIA2019-001 10/18/2017

CARPENTER AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	27.92	13.28
ZONE 2	26.03	13.38
ZONE 3	26.03	13.38
ZONE 4	25.55	10.80
ZONE 5 **	24.45	9.20
CONCRETE FINISHER:		
ZONE 1	27.50	7.10
ZONE 2	27.50	7.10
ZONE 3	27.50	7.10
ZONE 4	24.85	6.10
ZONE 5	23.80	6.10

PREDETERMINED WAGE RATE**IA19 - 81.0****ELECTRICIAN (STREET AND HIGHWAY LIGHTING
AND TRAFFIC SIGNALS)**

ZONE 1, 2, AND 3	24.45	6.50
ZONE 4	23.15	6.50
ZONE 5	21.00	6.50

IRONWORKER: (SETTING OF STRUCTURAL STEEL)

ZONE 1	30.50	10.70
ZONE 2	28.41	10.70
ZONE 3	28.41	11.00
ZONE 4	26.35	9.50
ZONE 5 **	24.50	9.05

LABORER:

ZONE 1, 2, AND 3		
GROUP AA	25.53	9.18
GROUP A	23.15	9.18
GROUP B	21.30	9.18
GROUP C	18.22	9.18
ZONE 4		
GROUP A	20.82	8.63
GROUP B	19.50	8.63
GROUP C	16.62	8.63
ZONE 5		
GROUP A	21.32	7.18
GROUP B	18.82	7.18
GROUP C	17.97	7.18

POWER EQUIPMENT OPERATOR:

ZONE 1		
GROUP A	31.75	14.55
GROUP B	30.20	14.55
GROUP C	27.70	14.55
GROUP D	27.70	14.55
ZONE 2		
GROUP A	31.05	14.55
GROUP B	29.45	14.55
GROUP C	26.90	14.55
GROUP D	26.90	14.55
ZONE 3		
GROUP A	29.05	23.30
GROUP B	27.25	23.30
GROUP C	26.25	23.30
GROUP D	26.25	23.30
ZONE 4		
GROUP A	30.55	11.65
GROUP B	29.41	11.65
GROUP C	27.33	11.65
GROUP D	27.33	11.65

PREDETERMINED WAGE RATE**IA19 - 81.0****ZONE 5**

GROUP A	27.37	9.60
GROUP B	26.33	9.60
GROUP C	24.60	9.60
GROUP D	23.60	9.60

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	23.85	10.85
ZONE 2	23.85	10.85
ZONE 3	23.85	10.85
ZONE 4	23.85	6.65
ZONE 5	21.90	6.65

ZONE DEFINITIONS

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

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA – {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; Asbestos abatement worker} (Zones 1, 2, and 3).

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzle man; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; sign erector*; {pipelayer (sewer, water, and conduits); tunnel laborer; Asbestos abatement worker} (Zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggymen; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching;

sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

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

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

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

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

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

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

*** ADDED CRAFT - SIGN ERECTOR**

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in

the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

Doc Express Document Signing History

Contract: 77-0354-196 Document: BO 105 77-0354-196 191119 CONTRACT

Date	Signed By
12/11/2019	John Moyna C. J. Moyna & Sons, Inc. Digital Signature (Signed by C J Moyna)
12/12/2019	Travis Augustyn Progressive Structures, LLC Digital Signature (Signed by Progressive Structures)
12/12/2019	Dot Contracts Iowa DOT Electronic Signature (Checked by Contracts & Specifications Bureau)
12/12/2019	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts & Specifications Bureau)
12/12/2019	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Contracts & Specifications Bureau)