

CONTRACT

Letting Date: Sep 20, 2022

Contract ID: 52-0806-488

Call Order No.: 101

County: JOHNSON

Project Engineer: DAVENPORT RESIDENT CONST
OFFICE

Cost Center: 601000

Object Code: 890

DBE Commitment: \$1,084,000.00

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,

PETERSON CONTRACTORS INC.

Vendor ID: PE320

City: REINBECK

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 \$ 35,633,241.53 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: 52-0806-488**Call Order No.:** 101**Letting Date:** Sep 20, 2022

Project Number: IM-080-6(488)242--13-52**County:** JOHNSON**Project Work Type:** PCC PAVEMENT - GRADE AND NEW **Accounting ID:** 38811**Location:** 1st Ave Interchange in Coralville**Route:** I-80Federal Aid - Predetermined Wages are in Effect

Project Number: IM-080-6(495)243--13-52**County:** JOHNSON**Project Work Type:** RCB CULVERT NEW - SINGLE BOX **Accounting ID:** 38814**Location:** 1st Ave Interchange in Coralville**Route:** I-80Federal Aid - Predetermined Wages are in Effect

Project Number: IM-080-6(489)243--13-52**County:** JOHNSON**Project Work Type:** BRIDGE REPLACEMENT - PPCB **Accounting ID:** 38812**Location:** 1st Ave Interchange in Coralville**Route:** I-80Federal Aid - Predetermined Wages are in Effect

Project Number: IM-080-6(490)242--13-52**County:** JOHNSON**Project Work Type:** TRAFFIC SIGNS **Accounting ID:** 38813**Location:** 1st Ave Interchange in Coralville**Route:** I-80Federal Aid - Predetermined Wages are in Effect

Contract Time

Contract ID: 52-0806-488

Call Order No.: 101

Letting Date: Sep 20, 2022

Site ID	Site Details			Liquidated Damages
00	Late Start Date	03/27/2023	280 WORK DAYS	\$3,000.00
Overall Contract.				
01	No Start Date Specified		10 WORK DAYS	\$1,000.00
Sidewalk Closure. See details below.				
02	Late Start Date	04/15/2024	40 WORK DAYS	\$7,000.00
Ramp C Closure. See details below.				
03	Late Start Date	06/17/2024	40 WORK DAYS	\$13,000.00
Ramp D Closure. See details below.				
04	No Start Date Specified		15 WORK DAYS	\$3,500.00
Left Turn Ramp A Closure. See details below.				

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

The following sections are alternates:

0002	AA	1	ALTERNATE 'AA' OPTION 1: PAVED SHOULDER - 8 IN. PCC. BID THIS SECTION IF ALTERNATE 'AA' OPTION 1 IS CHOSEN. - (488)
0004	BB	1	ALTERNATE 'BB' OPTION 1: PAVED SHOULDER - PCC. BID THIS SECTION IF ALTERNATE 'BB' OPTION 1 IS CHOSEN. - (488)

Notes

Contracts ID: 52-0806-488

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Notes :

****Work Restriction****

Phase 2 Stage 1 traffic configuration cannot start until 3/27/23.

*** Site 01 ***

Site 01 is for the sidewalk closure required to complete the 'Temporary Pedestrian/Bike Path' shown on Sheet JS.1 and described in Phase 1 Stage 1 on Sheet J.3. Site will be considered complete when the 'Temporary Pedestrian/Bike Path' is open with no further closures.

*** Site 02 ***

Site 02 is for the Closure of Ramp C, 1st Ave to I-80 WB, as described in Phase 3 Stage 3 on Sheets J.4 & J.5. This site will be considered complete when Ramp C is open with no further closures.

If there are working days remaining on this site after Ramp C is open, the Contractor will be paid \$7,000 per day for the number of working days remaining as an incentive payment.

*** Site 03 ***

Site 03 is for the Closure of Ramp D, 1st Ave to I-80 EB, as described in Phase 4 Stage 2 on Sheet J.5. This site will be considered complete when Ramp D is open with no further closures.

If there are working days remaining on this site after Ramp D is open, the Contractor will be paid \$13,000 per day for the number of working days remaining as an incentive payment.

*** Site 04 ***

Site 04 is for the detour of I-80/Ramp A Westbound to Southbound 1st Ave movement as shown on Sheet J.14, Phase 2 Stage 3 on Sheet J.3, and Phase 2 Stage 4 on Sheet J.4. Site will be considered completed when the detour shown on Sheet J.14 is removed with no further closures.

If there are working days remaining on this site after I-80/Ramp A Westbound to Southbound 1st Ave movement is open, the Contractor will be paid \$3,500 per day for the number of working days remaining as an incentive payment.

*** NO EXCUSE ROAD OPENING BONUS ***

The contractor will be paid the predetermined lump sum amount shown in the proposal schedule of prices for the bid item 'NO EXCUSE ROAD OPENING BONUS' for completing all work in phases 1, 2, 3, and in phase 4, stages 1-3, so that traffic configuration is as shown on the Final Stage Sheet of the staging scrolls. Any other delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date.

Contract Addenda

Contract ID: 52-0806-488

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The following is a list of Contract Addenda:

20SEP101.A01

20SEP101.A02

20SEP101.A03

Contract Specifications List

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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>
005.15014.01	<p>*** REVISIONS TO GS-15014 ***</p> <p>2601.03, C, 2, b, Seed Mixture.</p> <p>Add note to Table 2601.03-2: 3. For 2022 construction season only, a partial or full substitution of the required 25 pounds of Creeping Red Fescue is allowed with any of the following varieties: Chewing Fescue, Hard Fescue, Sheep's Fescue or Blue Fescue.</p> <p>2601.03, C, 3, b, Seed Mixture.</p> <p>Add note to Table 2601.03-3: * For 2022 construction season only, ryegrass rate may be reduced to 30 pounds per acre as long as the fescue rate is increased to 150 pounds per acre.</p> <p>2601.03, C, 4, b, Seed Mixture.</p> <p>Add note to Table 2601.03-4: 3. For 2022 construction season only, a partial or full substitution of the required 25 pounds of Creeping Red Fescue is allowed with any of the following varieties: Chewing Fescue, Hard Fescue, Sheep's Fescue or Blue Fescue.</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN ***</p> <p>A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
500.07.2022	<p>*** WINTER WORK ***</p> <p>Winter work will be allowed during the winter of 2022/2023. No working days will be charged between November 15, 2022 and April 1, 2023.</p>

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Contract ID: 52-0806-488

Call Order No.: 101

Letting Date: September 20, 2022

500.07.2023 ***** WINTER WORK *****
Winter work will be allowed during the winter of 2023/2024. No working days will be charged between November 15, 2023 and April 1, 2024.

500.2024 ***** NO WINTER FREE TIME *****
The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2024-2025. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.

500.2025 ***** NO WINTER FREE TIME *****
The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2025-2026. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.

Contract Specifications List

Page 3 of 6

Contract ID: 52-0806-488**Call Order No.:** 101**Letting Date:** September 20, 2022

656.0216

***** SPECIALTY ITEMS *****

THE FOLLOWING ITEMS SHALL BE CONSIDERED SPECIALTY ITEMS FOR THIS PROJECT:

2523-0000200 ELECTRICAL CIRCUIT
2528-8400256 TEMPORARY TRAFFIC SIGNALS
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L1
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L10
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L14
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L3
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L3B
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L4
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L5
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L7
2599-9999005 ('EACH' ITEM) LIGHTING POLE TYPE L9R
2599-9999005 ('EACH' ITEM) LUMINAIRE ON TRAFFIC SIGNAL TYPE L2
2599-9999005 ('EACH' ITEM) LUMINAIRE ON TRAFFIC SIGNAL TYPE L8
2599-9999005 ('EACH' ITEM) PEDESTRIAN BRIDGE PIER LIGHT TYPE L11
2599-9999005 ('EACH' ITEM) PEDESTRIAN TUNNEL LIGHT TYPE L12
2599-9999009 ('LINEAR FEET' ITEM) 2 IN. CONDUIT, BORED

WHEN PERFORMED BY SUBCONTRACT, THE COST OF THESE SPECIALTY ITEMS 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.

660.26

***** SPECIALTY ITEM *****

The item 'TRAFFIC SIGNALIZATION' and/or 'TRAFFIC SIGNAL INSTALLATION' is considered a specialty item for this project.

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.

720.101

***** R-O-W CERTIFICATE *****

This Estimating Proposal has an attachment of the "RIGHT OF WAY CERTIFICATE". This attachment is a part of the proposal form.

Contract Specifications List

Page 4 of 6

Contract ID: 52-0806-488**Call Order No.:** 101**Letting Date:** September 20, 2022

720.121	*** POINT 25 Utility Data *** This Estimating Proposal has an attachment of the "POINT 25 Utility Data". This attachment is a part of the proposal form.
DS-15001	DEVELOPMENTAL SPECIFICATIONS FOR CONCRETE SURFACE PREPARATION AND TESTING PRIOR TO COATING APPLICATION
DS-15005	DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION PROGRESS SCHEDULE
DS-15035	DEVELOPMENTAL SPECIFICATIONS FOR STRUCTURAL CONCRETE COATING
DS-15073	DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE FOR STRUCTURES
DS-15095	DEVELOPMENTAL SPECIFICATIONS FOR ELECTRONIC TICKETING
DS-15097	DEVELOPMENTAL SPECIFICATIONS FOR MULTI-COMPONENT LIQUID PAVEMENT MARKINGS
FHWA-1273.08	FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS 23 U.S.C. 133(i) requires application of Davis Bacon predetermined wages on certain projects on roads functionally classified as a local road or a rural minor collector. This supersedes the applicability described in FHWA-1273 Section IV.
GS-15014	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

Contract Specifications List

Page 5 of 6

Contract ID: 52-0806-488**Call Order No.:** 101**Letting Date:** September 20, 2022

IA22-28.0	<p>PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20220028 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-150895	<p>SPECIAL PROVISIONS FOR ITS INFRASTRUCTURE INSTALLATION AND FIBER SPLICING</p> <p>Johnson County IM-080-6(488)242--13-52</p>
SP-150896	<p>SPECIAL PROVISIONS FOR TRAFFIC SIGNALIZATION</p> <p>Johnson County IM-080-6(488)242--13-52</p>
SP-150897	<p>SPECIAL PROVISIONS FOR INTERMEDIATE FOUNDATION IMPROVEMENTS</p> <p>Johnson County IM-080-6(488)242--13-52</p>
SP-150898	<p>SPECIAL PROVISIONS FOR PRECAST CONCRETE MONUMENTS</p> <p>Johnson County IM-080-6(488)242--13-52</p>
SP-150899	<p>SPECIAL PROVISIONS FOR LIGHTWEIGHT FOAMED CONCRETE FILL</p> <p>Johnson County IM-080-6(488)242--13-52</p>

Contract Specifications List

Page 6 of 6

Contract ID: 52-0806-488**Call Order No.:** 101**Letting Date:** September 20, 2022

SP-150900a	SPECIAL PROVISIONS FOR PCC PAVERS Johnson County IM-080-6(488)242--13-52
SP-150901	SPECIAL PROVISIONS FOR UNIT AND LIMESTONE MASONRY Johnson County IM-080-6(488)242--13-52
SP-150902	SPECIAL PROVISIONS FOR AESTHETIC TREATMENT OF CONCRETE BARRIER Johnson County IM-080-6(488)242--13-52 IM-080-6(489)243--13-52
SP-150903	SPECIAL PROVISIONS FOR AESTHETIC TREATMENT OF MSE RETAINING WALL CONCRETE PANELS Johnson County IM-080-6(488)242--13-52
SP-150904	SPECIAL PROVISIONS FOR ANTI-GRAFFITI COATING Johnson County IM-080-6(495)243--13-52
SP-150905	SPECIAL PROVISIONS FOR INTEGRAL THIN VENEER BRICK FOR STRUCTURAL CONCRETE Johnson County IM-080-6(488)242--13-52
SS-15011	SUPPLEMENTAL SPECIFICATIONS FOR PRIMARY AND INTERSTATE PAVEMENT SMOOTHNESS



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001

Roadway Items - IM-080-6(488)242--13-52

\$26,410,448.41

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	2101-0850001 CLEARING AND GRUBBING	39.300 ACRE	2,250.00		88,425.00	
0020	2102-0425071 SPECIAL BACKFILL	6,410.600 CY	28.20		180,778.92	
0030	2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	40,224.000 CY	8.70		349,948.80	
0040	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	193,892.000 CY	5.75		1,114,879.00	
0050	2102-2710090 EXCAVATION, CLASS 10, WASTE	19,283.000 CY	9.80		188,973.40	
0060	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	250.000 CY	10.00		2,500.00	
0070	2105-8425005 TOPSOIL, FURNISH AND SPREAD	20,176.000 CY	17.20		347,027.20	
0080	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	16,888.000 CY	9.10		153,680.80	
0090	2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	176,745.000 CY	0.01		1,767.45	
0100	2107-3825025 GRANULAR MATERIAL FOR BLANKET AND SUBDRAIN	3,898.000 CY	33.50		130,583.00	
0110	2109-8225100 SPECIAL COMPACTION OF SUBGRADE	11.500 STA	625.00		7,187.50	
0120	2111-8174100 GRANULAR SUBBASE	15,257.800 SY	7.25		110,619.05	



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			Dollars	Cents	Dollars	Cents
0130	2112-0000100 WICK DRAIN	23,038.000 LF	5.52		127,169.76	
0140	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	13,257.500 SY	2.45		32,480.88	
0150	2115-0100000 MODIFIED SUBBASE	12,596.000 CY	33.50		421,966.00	
0160	2121-7425020 GRANULAR SHOULDERS, TYPE B	218.800 TON	38.00		8,314.40	
0170	2122-5190012 PAVED SHOULDER, P.C. CONCRETE, 12 IN.	3,138.600 SY	75.00		235,395.00	
0180	2122-5191005 REINFORCED PAVED SHOULDER FOR CONCRETE BARRIER 12 INCH	1,305.300 SY	206.00		268,891.80	
0190	2123-7450000 SHOULDER CONSTRUCTION, EARTH	152.900 STA	500.00		76,450.00	
0200	2301-1033100 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	31,328.800 SY	76.50		2,396,653.20	
0210	2301-1034120 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3I DURABILITY, 12 IN.	10,119.000 SY	88.50		895,531.50	
0215	2301-4875004 MEDIAN, P.C. CONCRETE, 4 IN.	190.000 SY	120.00		22,800.00	
0220	2301-4875005 MEDIAN, P.C. CONCRETE, 5 IN.	505.000 SY	108.00		54,540.00	



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			Dollars	Cents	Dollars	Cents
0230	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	48,494.000 EACH	1.00		48,494.00	
0240	2304-0101000 TEMPORARY PAVEMENT	8,809.500 SY	65.00		572,617.50	
0250	2312-8260051 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	61.400 TON	31.00		1,903.40	
0260	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	31,086.000 EACH	1.00		31,086.00	
0270	2401-6745355 REMOVAL OF CONCRETE FOOTINGS OF HIGHWAY SIGNS	16.000 EACH	1,500.00		24,000.00	
0280	2401-6745356 REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	17.000 EACH	400.00		6,800.00	
0290	2401-6745650 REMOVAL OF EXISTING STRUCTURES	LUMP SUM			10,000.00	
0300	2401-6745765 REMOVAL OF LIGHT POLES	9.000 EACH	550.00		4,950.00	
0310	2401-6745830 REMOVAL OF P.C. CONCRETE MEDIAN BARRIER	610.000 LF	90.00		54,900.00	
0315	2402-0425030 GRANULAR BACKFILL	232.600 CY	110.00		25,586.00	



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			Dollars	Cents	Dollars	Cents
0320	2402-0425040 FLOODED BACKFILL	526.300 CY	20.00		10,526.00	
0330	2402-2720000 EXCAVATION, CLASS 20	1,826.100 CY	5.00		9,130.50	
0340	2402-2725000 INTERMEDIATE FOUNDATION IMPROVEMENTS	LUMP SUM			1,820,500.00	
0350	2402-2725002 INTERMEDIATE FOUNDATION IMPROVEMENTS VERIFICATION TESTING	LUMP SUM			35,500.00	
0360	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	108.200 CY	400.00		43,280.00	
0370	2403-7303000 STRUCTURAL CONCRETE COATING	3,476.300 SY	48.00		166,862.40	
0380	2404-7775005 REINFORCING STEEL, EPOXY COATED	22,206.000 LB	2.15		47,742.90	
0385	2405-2705000 EXCAVATE AND DEWATER	LUMP SUM			2,526.30	
0390	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	11.000 EACH	1,500.00		16,500.00	
0400	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	17.000 EACH	1,800.00		30,600.00	
0410	2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	3.000 EACH	1,900.00		5,700.00	
0420	2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	2.000 EACH	2,500.00		5,000.00	



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			Dollars	Cents	Dollars	Cents
0430	2416-0100066 APRONS, CONCRETE, 66 IN. DIA.	2.000 EACH	5,200.00		10,400.00	
0440	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	518.000 LF	107.00		55,426.00	
0450	2416-1180030 CULVERT, CONCRETE ROADWAY PIPE, 30 IN. DIA.	68.000 LF	150.00		10,200.00	
0460	2416-1180036 CULVERT, CONCRETE ROADWAY PIPE, 36 IN. DIA.	88.000 LF	175.00		15,400.00	
0470	2416-1180066 CULVERT, CONCRETE ROADWAY PIPE, 66 IN. DIA.	88.000 LF	390.00		34,320.00	
0480	2422-0360015 APRONS, UNCLASSIFIED, 15 IN. DIA.	2.000 EACH	600.00		1,200.00	
0490	2422-1722015 CULVERT, UNCLASSIFIED ENTRANCE PIPE, 15 IN. DIA.	62.000 LF	45.00		2,790.00	
0500	2423-1051300 STEEL CANTILEVER SIGN TRUSS, 30 FT. ARM	2.000 EACH	90,000.00		180,000.00	
0510	2423-1060065 STEEL OVERHEAD SIGN TRUSS, 65 FT. SPAN	1.000 EACH	128,500.00		128,500.00	
0520	2423-1060070 STEEL OVERHEAD SIGN TRUSS, 70 FT. SPAN	1.000 EACH	132,150.00		132,150.00	
0530	2432-0000100 MECHANICALLY STABILIZED EARTH RETAINING WALL	37,147.000 SF	71.28		2,647,838.16	



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			Dollars	Cents	Dollars	Cents
0540	2432-0000500 GRANULAR BACKFILL, MSE WALL	29,143.000 CY	48.30		1,407,606.90	
0545	2433-0001060 CONCRETE DRILLED SHAFT, 60 IN. DIAMETER	48.000 LF	882.60		42,364.80	
0550	2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	3.000 EACH	5,400.00		16,200.00	
0560	2435-0140172 MANHOLE, STORM SEWER, SW-401, 72 IN.	2.000 EACH	8,800.00		17,600.00	
0570	2435-0140400 MANHOLE, STORM SEWER, SW-404	3.000 EACH	21,750.00		65,250.00	
0580	2435-0250700 INTAKE, SW-507	19.000 EACH	6,000.00		114,000.00	
0590	2435-0250900 INTAKE, SW-509	4.000 EACH	8,500.00		34,000.00	
0600	2435-0251000 INTAKE, SW-510	3.000 EACH	8,500.00		25,500.00	
0610	2435-0251224 INTAKE, SW-512, 24 IN.	7.000 EACH	1,600.00		11,200.00	
0620	2435-0251230 INTAKE, SW-512, 30 IN.	1.000 EACH	1,700.00		1,700.00	
0630	2435-0251300 INTAKE, SW-513	2.000 EACH	5,500.00		11,000.00	
0640	2435-0254910 BARRIER INTAKE, SW-549 MODIFIED	17.000 EACH	13,500.00		229,500.00	
0650	2435-0256310 INTAKE, SW-563 MODIFIED	2.000 EACH	6,000.00		12,000.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001

Roadway Items - IM-080-6(488)242--13-52

\$26,410,448.41

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
0660	2501-8400172 TEMPORARY SHORING	LUMP SUM			430,797.74	
0670	2502-8212304 SUBDRAIN, STANDARD, PERFORATED, 4 IN., AS PER PLAN	18,053.000 LF	8.75		157,963.75	
0680	2502-8221303 SUBDRAIN OUTLET, DR-303	66.000 EACH	256.00		16,896.00	
0690	2502-8221305 SUBDRAIN OUTLET, DR-305	3.000 EACH	400.00		1,200.00	
0700	2502-8221306 SUBDRAIN OUTLET, DR-306	60.000 EACH	475.00		28,500.00	
0710	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	4,055.000 LF	79.00		320,345.00	
0720	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	515.000 LF	130.00		66,950.00	
0730	2503-0114230 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	320.000 LF	140.00		44,800.00	
0740	2503-0114415 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3000D (CLASS IV), 15 IN.	77.000 LF	105.00		8,085.00	

Contract Schedule

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			Dollars	Cents	Dollars	Cents
0750	2503-0114615 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3750D (CLASS V), 15 IN.	459.000 LF	295.00		135,405.00	
0760	2503-0114624 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3750D (CLASS V), 24 IN.	663.000 LF	270.00		179,010.00	
0770	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1,828.000 LF	27.00		49,356.00	
0780	2503-0200340 STORM SEWER ABANDONMENT, PLUG	1.000 EACH	1,200.00		1,200.00	
0790	2503-0200341 STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA.	1,684.000 LF	35.00		58,940.00	
0800	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	474.000 LF	10.00		4,740.00	
0810	2505-4008130 REMOVAL OF CABLE GUARDRAIL	2,909.000 LF	3.00		8,727.00	
0820	2505-4008300 STEEL BEAM GUARDRAIL	625.000 LF	32.00		20,000.00	
0830	2505-4008410 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	3.000 EACH	2,500.00		7,500.00	
0840	2505-4020580 GUARDRAIL, SPECIAL ANCHOR SECTION	1.000 EACH	3,000.00		3,000.00	



Contract Schedule

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			Dollars	Cents	Dollars	Cents
0850	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	3.000 EACH	400.00		1,200.00	
0860	2505-4021020 STEEL BEAM GUARDRAIL END ANCHOR, W-BEAM	5.000 EACH	1,800.00		9,000.00	
0870	2505-4021720 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	7.000 EACH	3,300.00		23,100.00	
0880	2505-6000111 HIGH TENSION CABLE GUARDRAIL	700.000 LF	48.00		33,600.00	
0890	2505-6000121 HIGH TENSION CABLE GUARDRAIL, END ANCHOR	2.000 EACH	3,500.00		7,000.00	
0895	2506-4984000 FLOWABLE MORTAR	8.300 CY	164.00		1,361.20	
0900	2507-3250005 ENGINEERING FABRIC	3,165.300 SY	4.00		12,661.20	
0910	2507-6800061 REVETMENT, CLASS E	1,136.800 TON	56.00		63,660.80	
0920	2507-8029000 EROSION STONE	1,012.800 TON	47.00		47,601.60	
0930	2510-6745850 REMOVAL OF PAVEMENT	51,697.200 SY	11.65		602,272.38	
0940	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	33.000 EACH	1,265.00		41,745.00	
0950	2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	2,907.800 SY	52.00		151,205.60	

Contract Schedule

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			Dollars	Cents	Dollars	Cents
0960	2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	7.500 STA	350.00		2,625.00	
0970	2511-6745900 REMOVAL OF SIDEWALK	3,012.100 SY	11.25		33,886.13	
0980	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	938.500 SY	65.00		61,002.50	
0990	2511-7528101 DETECTABLE WARNINGS	68.000 SF	100.00		6,800.00	
1000	2511-7528150 PEDESTRIAN CHANNELIZER	135.000 LF	20.00		2,700.00	
1010	2512-1725156 CURB AND GUTTER, P.C. CONCRETE, 1.5 FT.	886.200 LF	46.00		40,765.20	
1020	2513-0001020 CONCRETE BARRIER, BA-102	138.200 LF	255.00		35,241.00	
1030	2513-0001040 CONCRETE BARRIER, BA-104	2,561.800 LF	191.50		490,584.70	
1040	2513-0001050 CONCRETE BARRIER, BA-105	7.000 EACH	1,800.13		12,600.91	
1050	2513-0001070 CONCRETE BARRIER RAIL, BA-107	2.000 EACH	2,450.00		4,900.00	
1060	2513-0001081 CONCRETE BARRIER, TAPERED END, BA-108	6.000 EACH	3,150.00		18,900.00	
1070	2519-1002072 FENCE, CHAIN LINK, 72 IN. HEIGHT	5,129.500 LF	37.50		192,356.25	



Contract Schedule

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			Dollars	Cents	Dollars	Cents
1075	2519-1004072 FENCE, CHAIN LINK, 72 IN. HEIGHT, ON WALL	564.200 LF	137.25		77,436.45	
1080	2519-3300600 FENCE, SAFETY	1,656.000 LF	15.95		26,413.20	
1090	2519-4200190 REMOVAL OF FENCE, AS PER PLAN	248.400 LF	10.00		2,484.00	
1100	2520-3350015 FIELD OFFICE	1.000 EACH	42,455.47		42,455.47	
1110	2523-0000100 LIGHTING POLES (TYPE L6)	12.000 EACH	7,325.00		87,900.00	
1120	2523-0000200 ELECTRICAL CIRCUITS	28,870.000 LF	19.00		548,530.00	
1130	2523-0000310 HANDHOLES AND JUNCTION BOXES (TYPE I HANDHOLE)	17.000 EACH	1,150.00		19,550.00	
1140	2523-0000400 CONTROL CABINET TYPE DOT (LCU, LCV)	2.000 EACH	16,250.00		32,500.00	
1150	2523-6765009 REMOVE AND REINSTALL LIGHT POLE AND LUMINAIRE (L7R)	1.000 EACH	2,900.00		2,900.00	
1160	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	5.000 EACH	150.00		750.00	
1170	2524-6765110 REMOVAL OF TYPE A SIGN	15.000 EACH	75.00		1,125.00	
1180	2524-6765120 REMOVAL OF TYPE B SIGN	8.000 EACH	450.00		3,600.00	

Contract Schedule

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			Dollars	Cents	Dollars	Cents
1190	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	559.600 LF	12.00		6,715.20	
1200	2524-9276021 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	18.000 EACH	450.00		8,100.00	
1210	2524-9276024 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY CONCRETE INSTALLATION	24.000 EACH	280.00		6,720.00	
1220	2524-9290009 SIGN MOUNTING BRACKETS, SPECIAL	6.000 EACH	2,500.00		15,000.00	
1230	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	549.300 SF	20.00		10,986.00	
1240	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	926.400 SF	30.00		27,792.00	
1250	2525-0000100 TRAFFIC SIGNALIZATION	LUMP SUM			1,425,000.00	
1260	2525-0000120 REMOVAL OF TRAFFIC SIGNALIZATION	LUMP SUM			15,000.00	
1270	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			110,516.00	
1280	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	695.400 STA	51.00		35,465.40	
1290	2527-9263116 PAINTED PAVEMENT MARKING, MULTI-COMPONENT LIQUID	160.700 STA	140.00		22,498.00	

Contract Schedule

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			Dollars	Cents	Dollars	Cents
1300	2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	893.200 STA	150.00		133,980.00	
1310	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	41.000 EACH	90.00		3,690.00	
1320	2527-9263180 PAVEMENT MARKINGS REMOVED	1,064.300 STA	31.50		33,525.45	
1330	2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS	238.400 STA	76.50		18,237.60	
1340	2527-9270120 GROOVES CUT FOR SYMBOLS AND LEGENDS	41.000 EACH	90.00		3,690.00	
1350	2528-2518000 SAFETY CLOSURE	14.000 EACH	200.00		2,800.00	
1360	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	19,262.500 LF	10.26		197,633.25	
1370	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	4.000 EACH	1,250.00		5,000.00	
1380	2528-8400256 TEMPORARY TRAFFIC SIGNALS	4.000 EACH	70,000.00		280,000.00	
1390	2528-8445110 TRAFFIC CONTROL	LUMP SUM			352,150.00	
1400	2528-9290050 PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	3,504.000 CDAY	30.00		105,120.00	



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			Dollars	Cents	Dollars	Cents
1410	2529-5070110 PATCHES, FULL-DEPTH FINISH, BY AREA	38.500 SY	165.00		6,352.50	
1420	2529-5070120 PATCHES, FULL-DEPTH FINISH, BY COUNT	1.000 EACH	3,500.00		3,500.00	
1430	2533-4980005 MOBILIZATION	LUMP SUM			690,000.00	
1440	2551-0000110 TEMP CRASH CUSHION	8.000 EACH	1,600.00		12,800.00	
1450	2551-0000130 TEMP CRASH CUSHION, SEVERE USE (SU)	5.000 EACH	6,000.00		30,000.00	
1460	2552-0000300 TRENCH COMPACTION TESTING	LUMP SUM			15,000.00	
1470	2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	1.000 EACH	7,000.00		7,000.00	
1480	2554-0210205 FIRE HYDRANT ASSEMBLY REMOVAL	1.000 EACH	1,000.00		1,000.00	
1490	2599-9999003 (‘CUBIC YARDS’ ITEM) AMENDED SOIL	330.000 CY	80.16		26,452.80	
1500	2599-9999003 (‘CUBIC YARDS’ ITEM) LIGHTWEIGHT FOAMED CONCRETE FILL(LFCF)	4,926.000 CY	91.00		448,266.00	
1505	2599-9999005 (‘EACH’ ITEM) ANCHOR BOLT ASSEMBLY - INSTALL AND SURVEY	10.000 EACH	675.00		6,750.00	
1510	2599-9999005 (‘EACH’ ITEM) CONCRETE BARRIER, LIGHT POLE BASE	9.000 EACH	12,000.00		108,000.00	

Contract Schedule

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			Dollars	Cents	Dollars	Cents
1520	2599-9999005 (‘EACH’ ITEM) CONCRETE BARRIER, MEDIAN, TRANSITION SECTION, 42 IN. FULL SECTION TO 42 IN. HALF SECTION, W AESTHETICS	4.000 EACH	5,500.00		22,000.00	
1530	2599-9999005 (‘EACH’ ITEM) CONCRETE BARRIER, MEDIAN, TRANSITION SECTION, 42 IN. HALF SECTION TO 54 IN. HALF SECTION, W AESTHETICS	8.000 EACH	5,000.00		40,000.00	
1540	2599-9999005 (‘EACH’ ITEM) CONTROL CABINET, TYPE CITY (LC1, LC2)	2.000 EACH	21,000.00		42,000.00	
1550	2599-9999005 (‘EACH’ ITEM) EXPOSE, CUT, AND PULL BACK 100 FT. OF FIBER OPTIC CABLE	2.000 EACH	1,000.00		2,000.00	
1560	2599-9999005 (‘EACH’ ITEM) FIBER MARKER	12.000 EACH	150.00		1,800.00	
1570	2599-9999005 (‘EACH’ ITEM) FIBER OPTIC 12 SPLICE TRAY	1.000 EACH	100.00		100.00	
1580	2599-9999005 (‘EACH’ ITEM) FIBER OPTIC 24 SPLICE TRAY	10.000 EACH	100.00		1,000.00	
1590	2599-9999005 (‘EACH’ ITEM) FIBER OPTIC SPLICE (W/ PROTECTOR SLEEVES)	212.000 EACH	75.00		15,900.00	
1600	2599-9999005 (‘EACH’ ITEM) FIBER OPTIC SPLICE CLOSURE (W/ STORAGE BASKETS)	5.000 EACH	700.00		3,500.00	



Contract Schedule

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			Dollars	Cents	Dollars	Cents
1610	2599-9999005 (‘EACH’ ITEM) FIBER OPTIC TERMINATION	4.000 EACH	175.00		700.00	
1620	2599-9999005 (‘EACH’ ITEM) HANDHOLE, TYPE 24 x 36 x 36	12.000 EACH	1,650.00		19,800.00	
1630	2599-9999005 (‘EACH’ ITEM) HANDHOLE, TYPE II	37.000 EACH	1,200.00		44,400.00	
1640	2599-9999005 (‘EACH’ ITEM) HANDHOLE, TYPE III	10.000 EACH	1,625.00		16,250.00	
1650	2599-9999005 (‘EACH’ ITEM) HANDHOLE, TYPE IV	3.000 EACH	1,350.00		4,050.00	
1660	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L1	2.000 EACH	7,250.00		14,500.00	
1670	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L10	4.000 EACH	11,000.00		44,000.00	
1680	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L14	1.000 EACH	10,000.00		10,000.00	
1690	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L3	11.000 EACH	11,500.00		126,500.00	
1700	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L3B	9.000 EACH	7,400.00		66,600.00	
1710	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L4	1.000 EACH	14,500.00		14,500.00	



Contract Schedule

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			Dollars	Cents	Dollars	Cents
1720	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L5	16.000 EACH	8,000.00		128,000.00	
1730	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L7	3.000 EACH	9,250.00		27,750.00	
1740	2599-9999005 (‘EACH’ ITEM) LIGHTING POLE TYPE L9R	1.000 EACH	5,250.00		5,250.00	
1750	2599-9999005 (‘EACH’ ITEM) LUMINAIRE ON TRAFFIC SIGNAL TYPE L2	3.000 EACH	600.00		1,800.00	
1760	2599-9999005 (‘EACH’ ITEM) LUMINAIRE ON TRAFFIC SIGNAL TYPE L8	7.000 EACH	600.00		4,200.00	
1770	2599-9999005 (‘EACH’ ITEM) PEDESTRIAN BRIDGE PIER LIGHT TYPE L11	10.000 EACH	725.00		7,250.00	
1780	2599-9999005 (‘EACH’ ITEM) PEDESTRIAN TUNNEL LIGHT TYPE L12	26.000 EACH	1,550.00		40,300.00	
1790	2599-9999005 (‘EACH’ ITEM) PERENNIAL AND ORNAMENTAL GRASS	1,828.000 EACH	22.77		41,623.56	
1800	2599-9999005 (‘EACH’ ITEM) REMOVAL OF CITY LIGHT POLE	3.000 EACH	550.00		1,650.00	
1810	2599-9999005 (‘EACH’ ITEM) REMOVAL OF LIGHTING CONTROL CABINET	2.000 EACH	750.00		1,500.00	

Contract Schedule

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			Dollars	Cents	Dollars	Cents
1820	2599-9999005 (‘EACH’ ITEM) REMOVE AND REINSTALL DEVICE CABINET, POLE MOUNT	1.000 EACH	400.00		400.00	
1830	2599-9999005 (‘EACH’ ITEM) REMOVE AND REINSTALL ITS STEEL POLE	1.000 EACH	1,100.00		1,100.00	
1840	2599-9999005 (‘EACH’ ITEM) REMOVE AND REINSTALL POWER INSTALLED FOUNDATION	1.000 EACH	600.00		600.00	
1850	2599-9999005 (‘EACH’ ITEM) REPLACE PEDESTRIAN LUMINAIRE TYPE L13R	1.000 EACH	3,250.00		3,250.00	
1860	2599-9999005 (‘EACH’ ITEM) TEST STATION	3.000 EACH	275.00		825.00	
1870	2599-9999005 (‘EACH’ ITEM) TREE RECEPTACLE	29.000 EACH	425.00		12,325.00	
1875	2599-9999008 (‘POUNDS’ ITEM) ANCHOR BOLT ASSEMBLY - FURNISH	7,230.400 LB	4.25		30,729.20	
1880	2599-9999009 (‘LINEAR FEET’ ITEM) 2 IN. CONDUIT, BORED	4,665.000 LF	15.50		72,307.50	
1890	2599-9999009 (‘LINEAR FEET’ ITEM) 2 IN. CONDUIT, TRENCHED/PLOWED	50.000 LF	8.00		400.00	
1900	2599-9999009 (‘LINEAR FEET’ ITEM) CONCRETE BARRIER, MEDIAN, 42 IN. FULL SECT., W AESTHETICS	90.500 LF	240.00		21,720.00	

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			Dollars	Cents	Dollars	Cents
1910	2599-9999009 (‘LINEAR FEET’ ITEM) CONCRETE BARRIER, MEDIAN, 42 IN. HALF SECT., W AESTHETICS	466.700 LF	170.00		79,339.00	
1920	2599-9999009 (‘LINEAR FEET’ ITEM) CONCRETE BARRIER, MEDIAN, 54 IN. HALF SECT., W AESTHETICS	236.000 LF	240.00		56,640.00	
1930	2599-9999009 (‘LINEAR FEET’ ITEM) INSTALL ARMORED FIBER OPTIC CABLE, 48 SM	4,620.000 LF	1.00		4,620.00	
1940	2599-9999009 (‘LINEAR FEET’ ITEM) INSTALL ARMORED FIBER OPTIC CABLE, 96 SM	4,620.000 LF	1.00		4,620.00	
1950	2599-9999009 (‘LINEAR FEET’ ITEM) PROVIDE/INSTALL DIELECTRIC F.O. CABLE, 12 SM	1,465.000 LF	2.75		4,028.75	
1960	2599-9999009 (‘LINEAR FEET’ ITEM) PULL TAPE	4,790.000 LF	0.15		718.50	
1970	2599-9999009 (‘LINEAR FEET’ ITEM) TRACER WIRE	1,236.000 LF	1.30		1,606.80	
1980	2599-9999010 (‘LUMP SUM’ ITEM) FIBER OPTIC CABLE ACCEPTANCE TESTING	LUMP SUM			5,000.00	
1990	2599-9999010 (‘LUMP SUM’ ITEM) ITS CONSTRUCTION SURVEY	LUMP SUM			6,600.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001

Roadway Items - IM-080-6(488)242--13-52

\$26,410,448.41

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
2000	2599-9999010 ('LUMP SUM' ITEM) LIGHTWEIGHT FOAMED CONCRETE FILL TRIAL BATCH	LUMP SUM			8,000.00	
2010	2599-9999010 ('LUMP SUM' ITEM) TEMPORARY POWER FOR TRAFFIC SIGNALS	LUMP SUM			7,500.00	
2020	2599-9999018 ('SQUARE YARDS' ITEM) ANTI-GRAFFITI COATING	1,673.300 SY	22.00		36,812.60	
2030	2599-9999018 ('SQUARE YARDS' ITEM) BANDING, P.C. CONCRETE, 7.5 IN.	40.000 SY	310.00		12,400.00	
2040	2599-9999018 ('SQUARE YARDS' ITEM) BANDING, P.C. CONCRETE, 9.5 IN.	1,190.000 SY	350.00		416,500.00	
2050	2599-9999018 ('SQUARE YARDS' ITEM) PCC PAVERS	1,933.000 SY	97.15		187,790.95	
2060	2599-9999018 ('SQUARE YARDS' ITEM) SUBSLAB, P.C. CONCRETE, 4 IN.	48.000 SY	78.00		3,744.00	
2070	2599-9999018 ('SQUARE YARDS' ITEM) SUBSLAB, P.C. CONCRETE, 6 IN.	1,885.000 SY	80.00		150,800.00	
2080	2601-2633100 MOWING	116.300 ACRE	75.00		8,722.50	
2090	2601-2634105 MULCHING, BONDED FIBER MATRIX (PERM)	33.500 ACRE	2,700.00		90,450.00	
2100	2601-2634105 MULCHING, BONDED FIBER MATRIX (TEMP)	7.700 ACRE	2,700.00		20,790.00	

Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001

Roadway Items - IM-080-6(488)242--13-52

\$26,410,448.41

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
2110	2601-2636015 NATIVE GRASS SEEDING	21.000 ACRE	1,055.00		22,155.00	
2120	2601-2636018 WETLAND GRASS SEEDING	3.000 ACRE	1,688.00		5,064.00	
2130	2601-2636044 SEEDING AND FERTILIZING (URBAN)	7.900 ACRE	1,720.00		13,588.00	
2140	2601-2636045 SEEDING SPECIAL AREAS	1.600 ACRE	2,484.00		3,974.40	
2150	2601-2638352 SLOPE PROTECTION, WOOD EXCELSIOR MAT	3,063.000 SQ	10.50		32,161.50	
2160	2601-2640350 SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	169.000 SQ	11.00		1,859.00	
2170	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	7.700 ACRE	700.00		5,390.00	
2180	2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	0.200 MGAL	60.00		12.00	
2190	2601-2643300 MOBILIZATION FOR WATERING	1.000 EACH	350.00		350.00	
2200	2601-2643411 TURF REINFORCEMENT MAT, TYPE 1	118.000 SQ	75.27		8,881.86	
2210	2601-2643413 TURF REINFORCEMENT MAT, TYPE 3	91.000 SQ	109.38		9,953.58	
2220	2601-2643414 TURF REINFORCEMENT MAT, TYPE 4	27.000 SQ	140.05		3,781.35	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001

Roadway Items - IM-080-6(488)242--13-52

\$26,410,448.41

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
2230	2602-0000020 SILT FENCE	14,612.500 LF	1.60		23,380.00	
2240	2602-0000030 SILT FENCE FOR DITCH CHECKS	3,333.000 LF	1.60		5,332.80	
2250	2602-0000040 SILT DIKES	86.400 LF	10.00		864.00	
2260	2602-0000050 SILT BASINS	26.000 EACH	240.00		6,240.00	
2270	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	8,972.800 LF	0.01		89.73	
2280	2602-0000080 REMOVAL OF SILT BASINS	13.000 EACH	240.00		3,120.00	
2290	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1,794.600 LF	0.01		17.95	
2300	2602-0000130 TEMPORARY SEDIMENT CONTROL BASIN	4.000 EACH	2,400.00		9,600.00	
2310	2602-0000135 REMOVAL OF TEMPORARY SEDIMENT CONTROL BASIN	12.000 EACH	1,200.00		14,400.00	
2320	2602-0000140 MAINTENANCE OF TEMPORARY SEDIMENT CONTROL BASIN	4.000 EACH	750.00		3,000.00	
2330	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE, EC-303	4,000.000 LF	33.00		132,000.00	
2340	2602-0000160 ROCK CHECK DAM	333.300 LF	40.00		13,332.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001

Roadway Items - IM-080-6(488)242--13-52

\$26,410,448.41

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	2602-0000170 MAINTENANCE OF ROCK CHECK DAM	62.000 EACH	250.00		15,500.00	
2360	2602-0000180 REMOVAL OF ROCK CHECK DAM	21.000 EACH	250.00		5,250.00	
2370	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,122.900 LF	2.85		3,200.27	
2380	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	3,973.500 LF	3.79		15,059.57	
2390	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	1,259.400 LF	0.20		251.88	
2400	2602-0000370 DITCH CHECK SEDIMENT CONTROL DEVICE, 20 IN. DIA.	4,110.000 LF	3.98		16,357.80	
2410	2602-0000400 TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	17.000 EACH	150.00		2,550.00	
2420	2602-0000410 MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	17.000 EACH	5.00		85.00	
2430	2602-0000420 REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	17.000 EACH	5.00		85.00	
2440	2602-0000500 OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	344.000 LF	15.50		5,332.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION	0001	Roadway Items - IM-080-6(488)242--13-52			\$26,410,448.41
Alt Set ID:	Alt Mbr ID:				
2450	2602-0000510	24.000			
	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1.00		24.00
2460	2602-0000520	24.000			
	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1.00		24.00
2470	2602-0000530	55.000			
	GRATE INTAKE SEDIMENT FILTER BAG	EACH	163.00		8,965.00
2480	2602-0000540	55.000			
	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1.00		55.00
2490	2602-0000550	55.000			
	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1.00		55.00
2500	2602-0010010	1.000			
	MOBILIZATIONS, EROSION CONTROL	EACH	500.00		500.00
2510	2602-0010020	1.000			
	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1,000.00		1,000.00
2520	2610-0000400	22.000			
	WATERING FOR PLANTS	MGAL	613.64		13,500.08
2530	2611-0000100	666.000			
	SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	97.68		65,054.88
2540	2611-0000200	156.000			
	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	527.60		82,305.60



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0002 **ALTERNATE 'AA' OPTION 1: PAVED SHOULDER - 8 IN. PCC. BID THIS SECTION IF ALTERNATE 'AA' OPTION 1 IS CHOSEN. - (488)** **\$19,271.94**

Alt Set ID: AA

Alt Mbr ID: 1

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2550	2102-0425071 SPECIAL BACKFILL	58.200 CY	29.20		1,699.44	
2560	2122-5190008 PAVED SHOULDER, P.C. CONCRETE, 8 IN.	234.300 SY	75.00		17,572.50	

SECTION 0004 **ALTERNATE 'BB' OPTION 1: PAVED SHOULDER - PCC. BID THIS SECTION IF ALTERNATE 'BB' OPTION 1 IS CHOSEN. - (488)** **\$302,957.36**

Alt Set ID: BB

Alt Mbr ID: 1

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2590	2102-0425071 SPECIAL BACKFILL	1,373.300 CY	29.20		40,100.36	
2600	2122-5190007 PAVED SHOULDER, P.C. CONCRETE, 7 IN.	4,053.200 SY	60.00		243,192.00	
2610	2122-5190008 PAVED SHOULDER, P.C. CONCRETE, 8 IN.	262.200 SY	75.00		19,665.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0006

NO EXCUSE ROAD OPENING BONUS FOR CONTRACT

\$400,000.00

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
2650	2528-5160000 NO EXCUSE ROAD OPENING BONUS, TO OPEN ROADS PER PROPOSAL NOTES ON OR BEFORE NOVEMBER 8, 2024	LUMP SUM			400,000.00	

Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0007

**Design No. 0524; A 202'-0 X 42'-0 PRETENSIONED
PRESTRESSED CONCRETE BEAM BRIDGE - IM-080-
6(489)243--13-52**

\$2,341,633.97

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
2660	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	790.300 SY	240.00		189,672.00	
2670	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM			218,000.00	
2680	2402-2720000 EXCAVATION, CLASS 20	185.000 CY	190.00		35,150.00	
2690	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	206.700 CY	1,277.00		263,955.90	
2700	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	319.800 CY	800.00		255,840.00	
2710	2404-7775000 REINFORCING STEEL	4,954.000 LB	1.25		6,192.50	
2720	2404-7775005 REINFORCING STEEL, EPOXY COATED	113,351.000 LB	1.50		170,026.50	
2730	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,139.000 LB	3.95		12,399.05	
2740	2407-0562900 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB100	12.000 EACH	27,000.00		324,000.00	
2750	2408-7800000 STRUCTURAL STEEL	4,415.000 LB	5.50		24,282.50	
2760	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	1,573.100 SY	4.20		6,607.02	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0007

**Design No. 0524; A 202'-0 X 42'-0 PRETENSIONED
PRESTRESSED CONCRETE BEAM BRIDGE - IM-080-
6(489)243--13-52**

\$2,341,633.97

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
2770	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	434.000 LF	185.00		80,290.00	
2780	2414-6460000 ORNAMENTAL METAL RAILING	185.500 LF	595.00		110,372.50	
2790	2499-2300001 DECK DRAINS	LUMP SUM			9,250.00	
2800	2501-0201274 PILES, STEEL, HP 12 X 74	2,470.000 LF	91.00		224,770.00	
2810	2507-2638660 BRIDGE WING ARMORING - MACADAM STONE	55.900 SY	140.00		7,826.00	
2820	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			13,500.00	
2830	2533-4980005 MOBILIZATION	LUMP SUM			166,000.00	
2840	2536-6745045 REMOVAL OF ASBESTOS	LUMP SUM			6,000.00	
2850	2599-9999005 (‘EACH’ ITEM) DECORATIVE MONUMENT, ABUTMENT	2.000 EACH	48,000.00		96,000.00	
2860	2599-9999005 (‘EACH’ ITEM) DECORATIVE MONUMENT, INTERMEDIAT	3.000 EACH	18,000.00		54,000.00	
2870	2599-9999010 (‘LUMP SUM’ ITEM) TEMPORARY SHORING (LEFT-IN-PLACE)	LUMP SUM			67,500.00	

Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0008

**Design No. 0624; A 202'-0 X 42'-0 PRETENSIONED
PRESTRESSED CONCRETE BEAM BRIDGE - IM-080-
6(489)243--13-52**

\$2,291,322.10

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
2880	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	829.600 SY	242.00		200,763.20	
2890	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM			185,000.00	
2900	2402-2720000 EXCAVATION, CLASS 20	177.000 CY	198.00		35,046.00	
2910	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	215.500 CY	1,205.00		259,677.50	
2920	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	319.800 CY	800.00		255,840.00	
2930	2404-7775000 REINFORCING STEEL	5,483.000 LB	1.25		6,853.75	
2940	2404-7775005 REINFORCING STEEL, EPOXY COATED	114,273.000 LB	1.50		171,409.50	
2950	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,139.000 LB	3.95		12,399.05	
2960	2407-0562900 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB100	12.000 EACH	27,000.00		324,000.00	
2970	2408-7800000 STRUCTURAL STEEL	4,415.000 LB	5.50		24,282.50	
2980	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	1,620.500 SY	4.20		6,806.10	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0008

**Design No. 0624; A 202'-0 X 42'-0 PRETENSIONED
PRESTRESSED CONCRETE BEAM BRIDGE - IM-080-
6(489)243--13-52**

\$2,291,322.10

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	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	434.000 LF	175.00		75,950.00	
3000	2414-6460000 ORNAMENTAL METAL RAILING	185.500 LF	595.00		110,372.50	
3010	2499-2300001 DECK DRAINS	LUMP SUM			9,250.00	
3020	2501-0201274 PILES, STEEL, HP 12 X 74	2,250.000 LF	91.00		204,750.00	
3030	2507-2638660 BRIDGE WING ARMORING - MACADAM STONE	42.300 SY	140.00		5,922.00	
3040	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			13,500.00	
3050	2533-4980005 MOBILIZATION	LUMP SUM			166,000.00	
3060	2536-6745045 REMOVAL OF ASBESTOS	LUMP SUM			6,000.00	
3070	2599-9999005 (‘EACH’ ITEM) DECORATIVE MONUMENT, ABUTMENT	2.000 EACH	48,000.00		96,000.00	
3080	2599-9999005 (‘EACH’ ITEM) DECORATIVE MONUMENT, INTERMEDIAT	3.000 EACH	18,000.00		54,000.00	
3090	2599-9999010 (‘LUMP SUM’ ITEM) TEMPORARY SHORING (LEFT-IN-PLACE)	LUMP SUM			67,500.00	

Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0009

**Design No. 0724; A 202'-0 X 12'-0 PRETENSIONED
PRESTRESSED CONCRETE BEAM BRIDGE - IM-080-
6(489)243--13-52**

\$1,290,037.65

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
3100	2402-2720000 EXCAVATION, CLASS 20	82.000 CY	195.00		15,990.00	
3110	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	72.100 CY	1,750.00		126,175.00	
3120	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	110.300 CY	1,850.00		204,055.00	
3130	2404-7775000 REINFORCING STEEL	1,881.000 LB	1.25		2,351.25	
3140	2404-7775005 REINFORCING STEEL, EPOXY COATED	35,530.000 LB	1.85		65,730.50	
3150	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	542.000 LB	3.95		2,140.90	
3160	2407-0562900 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB100	4.000 EACH	31,500.00		126,000.00	
3170	2408-7800000 STRUCTURAL STEEL	1,290.000 LB	5.50		7,095.00	
3180	2414-6460000 ORNAMENTAL METAL RAILING	390.000 LF	600.00		234,000.00	
3190	2501-0201057 PILES, STEEL, HP 10 X 57	440.000 LF	115.00		50,600.00	
3200	2501-0201274 PILES, STEEL, HP 12 X 74	420.000 LF	70.00		29,400.00	
3210	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			12,500.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0009

**Design No. 0724; A 202'-0 X 12'-0 PRETENSIONED
PRESTRESSED CONCRETE BEAM BRIDGE - IM-080-
6(489)243--13-52**

\$1,290,037.65

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
3220	2533-4980005 MOBILIZATION	LUMP SUM			174,000.00	
3230	2599-9999005 (‘EACH’ ITEM) DECORATIVE MONUMENT, INTERMEDIAT	10.000 EACH	18,000.00		180,000.00	
3240	2599-9999010 (‘LUMP SUM’ ITEM) TEMPORARY SHORING (LEFT-IN-PLACE)	LUMP SUM			60,000.00	

Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0010

SIGNING ITEMS - IM-080-6(490)242--13-52

\$1,149,944.70

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
3250	2401-6745357 REMOVAL OF CONCRETE FOUNDATIONS, AS PER PLAN	7.000 EACH	1,500.00		10,500.00	
3260	2401-6745916 REMOVAL OF SIGN SUPPORT STRUCTURE AND FOUNDATION	2.000 EACH	7,750.00		15,500.00	
3270	2402-2720000 EXCAVATION, CLASS 20	995.400 CY	25.00		24,885.00	
3280	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	229.400 CY	375.00		86,025.00	
3290	2404-7775005 REINFORCING STEEL, EPOXY COATED	34,409.000 LB	2.00		68,818.00	
3300	2423-1051300 STEEL CANTILEVER SIGN TRUSS, 30 FT. ARM	1.000 EACH	86,000.00		86,000.00	
3310	2423-1051320 STEEL CANTILEVER SIGN TRUSS, 32 FT. ARM	1.000 EACH	88,000.00		88,000.00	
3320	2423-1051380 STEEL CANTILEVER SIGN TRUSS, 38 FT. ARM	1.000 EACH	91,000.00		91,000.00	
3330	2423-1060065 STEEL OVERHEAD SIGN TRUSS, 65 FT. SPAN	1.000 EACH	123,000.00		123,000.00	
3340	2423-1060070 STEEL OVERHEAD SIGN TRUSS, 70 FT. SPAN	1.000 EACH	126,500.00		126,500.00	
3350	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	18.000 EACH	75.00		1,350.00	

Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0010

SIGNING ITEMS - IM-080-6(490)242--13-52

\$1,149,944.70

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
3360	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	21.000 EACH	350.00		7,350.00	
3370	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	16.000 EACH	1,950.00		31,200.00	
3380	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	35.000 EACH	2,050.00		71,750.00	
3390	2524-9089100 DELINEATOR, RIGID - TYPE I	38.000 EACH	87.50		3,325.00	
3400	2524-9089110 DELINEATOR, RIGID - TYPE IA	21.000 EACH	90.00		1,890.00	
3410	2524-9089200 DELINEATOR, RIGID - TYPE II	16.000 EACH	88.00		1,408.00	
3420	2524-9100020 OBJECT MARKER, TYPE 2	14.000 EACH	150.00		2,100.00	
3430	2524-9210007 REFERENCE LOCATION SIGNS	24.000 EACH	125.00		3,000.00	
3440	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	356.200 LF	14.50		5,164.90	
3450	2524-9276021 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	2.000 EACH	350.00		700.00	
3460	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	18.000 EACH	450.00		8,100.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0010

SIGNING ITEMS - IM-080-6(490)242--13-52

\$1,149,944.70

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
3470	2524-9278046 STEEL BREAKAWAY SIGN POSTS, RECTANGULAR TUBE, 4" X 6"	24.600 LF	107.00		2,632.20	
3480	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	331.700 LF	85.00		28,194.50	
3490	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	952.700 LF	98.00		93,364.60	
3500	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	198.000 SF	17.00		3,366.00	
3510	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	3,899.000 SF	28.00		109,172.00	
3520	2528-8445110 TRAFFIC CONTROL	LUMP SUM			1,500.00	
3530	2533-4980005 MOBILIZATION	LUMP SUM			5,000.00	
3540	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			2,500.00	
3550	2599-9999005 (‘EACH’ ITEM) ANCHOR BOLT ASSEMBLY - INSTALL AND SURVEY	11.000 EACH	650.00		7,150.00	
3560	2599-9999008 (‘POUNDS’ ITEM) ANCHOR BOLT ASSEMBLY - FURNISH	9,294.000 LB	4.25		39,499.50	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0011

**Design No. 0824; A 12'-0 X 11'-4 X 145'-4 REINFORCED
CONCRETE PEDESTRIAN TUNNEL - IM-080-6(495)243--13-52**

\$533,563.75

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
3570	2102-0425071 SPECIAL BACKFILL	45.000 CY	54.75		2,463.75	
3580	2402-2720000 EXCAVATION, CLASS 20	2,927.000 CY	11.00		32,197.00	
3590	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	240.300 CY	950.00		228,285.00	
3600	2404-7775000 REINFORCING STEEL	51,309.000 LB	2.00		102,618.00	
3610	2501-8400172 TEMPORARY SHORING	LUMP SUM			125,000.00	
3620	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			6,000.00	
3630	2533-4980005 MOBILIZATION	LUMP SUM			37,000.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0012

**Design No. 0924; A 12'-0 X 11'-4 X 246'-7 REINFORCED
CONCRETE PEDESTRIAN TUNNEL - IM-080-6(495)243--13-52**

\$308,208.00

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
3640	2102-0425071 SPECIAL BACKFILL	31.500 CY	58.00		1,827.00	
3650	2402-2720000 EXCAVATION, CLASS 20	2,515.000 CY	11.00		27,665.00	
3660	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	168.800 CY	950.00		160,360.00	
3670	2404-7775000 REINFORCING STEEL	35,928.000 LB	2.00		71,856.00	
3680	2501-8400172 TEMPORARY SHORING	LUMP SUM			10,000.00	
3690	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			6,000.00	
3700	2533-4980005 MOBILIZATION	LUMP SUM			30,500.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0013

**Design No. 1024; A 12'-0 X 11'-4 X 98'-9 REINFORCED
CONCRETE PEDESTRIAN TUNNEL - IM-080-6(495)243--13-52**

\$302,555.20

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
3710	2102-0425071 SPECIAL BACKFILL	31.400 CY	58.00		1,821.20	
3720	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	181.000 CY	950.00		171,950.00	
3730	2404-7775000 REINFORCING STEEL	38,642.000 LB	2.00		77,284.00	
3740	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			6,000.00	
3750	2533-4980005 MOBILIZATION	LUMP SUM			45,500.00	



Contract Schedule

Contract ID: 52-0806-488

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0014

**Design No. 1124; A 12'-0 X 11'-4 X 78'-10 REINFORCED
CONCRETE PEDESTRIAN TUNNEL - IM-080-6(495)243--13-52**

\$283,298.45

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
3760	2102-0425071 SPECIAL BACKFILL	25.300 CY	61.50		1,555.95	
3770	2402-2720000 EXCAVATION, CLASS 20	697.000 CY	13.50		9,409.50	
3780	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	139.900 CY	950.00		132,905.00	
3790	2404-7775000 REINFORCING STEEL	28,964.000 LB	2.00		57,928.00	
3800	2501-8400172 TEMPORARY SHORING	LUMP SUM			47,500.00	
3810	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			5,000.00	
3820	2533-4980005 MOBILIZATION	LUMP SUM			29,000.00	
Total Bid:						\$35,633,241.53

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

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

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

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

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

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

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

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

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

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

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

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

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

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of

Labor (US DOL) and FHWA requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

reviewed, such corrective action shall include all affected persons.

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records

shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

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

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting 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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

200.326.

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

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in

covered transactions by any Federal department or agency, 2 CFR 180.335;.

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PREDETERMINED WAGE RATE

IA22 - 28.0

General Decision Number: IA20220028 06/03/2022

Superseded General Decision Number: IA20220081

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	06/03/2022

* SUIA2022-001 03/15/2022

PREDETERMINED WAGE RATE

IA22 - 28.0

	Rates	Fringes
CARPENTER AND PILED RIVERMEN:		
ZONE 1	30.27	15.08
ZONE 2	28.48	15.23
ZONE 3	28.63	15.23
ZONE 4	27.85	12.80
ZONE 5 **	26.75	11.20
CONCRETE FINISHER:		
ZONE 1	29.05	10.10
ZONE 2	29.05	10.10
ZONE 3	29.05	10.10
ZONE 4	26.95	7.95
ZONE 5	25.90	7.95
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3	35.40	12.80
ZONE 4	34.10	11.80
ZONE 5	30.95	10.55
IRONWORKER: (SETTING OF STRUCTURAL STEEL)		
ZONE 1	32.25	13.10
ZONE 2	30.16	13.55
ZONE 3	30.16	13.65
ZONE 4	28.00	12.65
ZONE 5 **	26.15	11.85
LABORER:		
ZONE 1, 2, AND 3		
GROUP AA	26.77	11.39
GROUP A	24.39	11.39
GROUP B	22.54	11.39
GROUP C	19.46	11.39
ZONE 4		
GROUP A	22.37	10.57
GROUP B	20.80	10.57
GROUP C	18.17	10.57
ZONE 5		
GROUP A	22.77	9.12
GROUP B	20.03	9.12
GROUP C	19.18	9.12
POWER EQUIPMENT OPERATOR:		
ZONE 1		
GROUP A	34.25	16.00
GROUP B	32.70	16.00
GROUP C	30.20	16.00
GROUP D	30.20	16.00

PREDETERMINED WAGE RATE

IA22 - 28.0

ZONE 2		
GROUP A	33.55	16.00
GROUP B	31.95	16.00
GROUP C	29.40	16.00
GROUP D	29.40	16.00
ZONE 3		
GROUP A	31.15	27.20
GROUP B	29.35	27.20
GROUP C	28.35	27.20
GROUP D	28.35	27.20
ZONE 4		
GROUP A	31.60	15.85
GROUP B	30.46	15.85
GROUP C	28.38	15.85
GROUP D	28.38	15.85
ZONE 5		
GROUP A	29.52	12.50
GROUP B	28.48	12.50
GROUP C	26.75	12.50
GROUP D	25.75	12.50

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	25.56	12.19
ZONE 2	25.56	12.19
ZONE 3	25.56	12.19
ZONE 4	25.56	8.24
ZONE 5	23.80	8.24

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 (including West Burlington), Clinton, Fort Madison, Keokuk, Middleton (including the Iowa Army Ammunition Plant) 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; CCTV sewer inspection operator*; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; 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 buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint 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.

PREDETERMINED WAGE RATE

IA22 - 28.0

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 LABOR CLASSIFICATION - CCTV SEWER INSPECTION OPERATOR**

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (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 National Office because the National Office has 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: 52-0806-488 Document: BO 101 52-0806-488 220920 CONTRACT

Date	Signed By
10/04/2022	Mike Peterson Peterson Contractors Digital Signature (Signed by Contractor)
10/04/2022	Dot Contracts Iowa DOT Electronic Signature (Checked by Contracts & Specifications Bureau)
10/04/2022	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts & Specifications Bureau)
10/04/2022	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Contracts & Specifications Bureau)