

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT -
Phase 2 Construction Services Amendment No. 24
(Provo City Pedestrian Overpass Bridge)**

This Construction Manager / General Contractor Agreement – Phase 2 Construction Services Amendment (“**Amendment**”) is between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and Granite Construction Company, a Utah corporation (“**Contractor**”).

RECITALS

- A. UTA is engaged in a Program to construct first and last mile improvements. (collectively, the “**Program**”).
- B. Pursuant to Request for Proposals No. 18-2398TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated April 11, 2018 (UTA Contract No. 18-2398TP and hereinafter the “**Phase 1 Agreement**”). It was contemplated by the Parties that the actual construction would take place under Phase II of the Agreement and be implemented under Phase II Construction Amendments to the Phase I Agreement.
- C. Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on Phase 2 Construction Amendment No. 24 on the lump sum basis for the price, schedule, and scope of work for the Provo City Overhead Pedestrian Bridge (PRO_OP_1) on and near UTA FrontRunner station (the “**Project**”).
- D. UTA and Contractor previously entered into Phase 2 Construction Services Amendment No. 20 dated December 20, 2021 (UTA Contract # 18-2398TP).
- E. UTA and Contractor desire to enter into the Phase 2 Construction Services Amendment No. 24 to include that scope, schedule, and price for the Project specified herein. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment for the Projects.
- F. UTA and Contractor intend to enter into additional, separate and distinct Phase 2 construction services amendments for other projects that are part of the Program.

AGREEMENT

Therefore, the Parties agree as follows:

- 1. Scope of Work.** Contractor shall perform the Work as depicted in Exhibit C and found in its entirety at [\\capdev\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Construction \(Granite\)\Phase 2\Amend 24 Provo Ped Bridge](#)

[2023\Amend 24\Exhibit C-RFC Drawings](#), “**Work**” also includes all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete construction of the Projects. The term “**Work**” does not include the Phase 1 Work, which was defined and performed pursuant to the Phase 1 Agreement.

2. Schedule. (a) Contractor is authorized to commence all Work upon the execution of this Amendment. The Contractor’s initial baseline project schedule is attached as Exhibit A.

(b) The Contractor shall achieve Substantial Completion of the entire Work under this Amendment no later than September 21, 2023 (the “**Substantial Completion Date**”). In the Contract Documents, “**Substantial Completion**” means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA and/or a Local Partner, as applicable, can occupy and use the Project for its intended purpose.

(c) The Contractor shall achieve Final Completion of the Work under this Amendment as expeditiously as reasonably practicable, but in no event later than October 19, 2023 (the “**Final Completion Date**”). In this Agreement, “**Final Completion**” means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with this Agreement and the General Conditions.

(d) Time is of the essence with respect to the dates set forth in this section.

(e) Contractor acknowledges that if Substantial Completion is not attained by the Substantial Completion Date, UTA will incur significant losses, including loss of reputation, loss of potential government funding, and losses arising out of other contracts held by UTA related to the Project. Contractor acknowledges that those potential losses, while actual, are difficult to measure and determine with precision. If Substantial Completion is not attained by the Substantial Completion Date, Contractor shall pay UTA two thousand one hundred and thirty dollars (\$2,130.00) as liquidated damages for each calendar day that Substantial Completion extends beyond the Substantial Completion Date.

3. Price and Payment. (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum amount of FOUR MILLION FIVE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$4,571,872) and hereinafter the “**Contract Price**”), as more particularly set forth on the Price Form, attached as Exhibit B. The Contract Price does not include the Phase 1 Contract Pricing, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

4. Contract Documents. (a) The Contract Documents consist of the following:

- (1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;
- (2) This Amendment, including its exhibits, and specifically including the General Conditions;

- (3) The “Released for Construction” delivery package (the “RFC Drawings”) for the Project, attached as Exhibit C, dated November 02, 2021, which is also included in the ProjectWise Site and IPCS. In addition, Addendum 1 dated January 10, 2022 Addendum 2 dated February 3, 2022, Addendum 3 dated April 14, 2022, and Addendum 4&5 dated October 24, 2022
- (4) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (5) The Phase 1 Agreement, including its exhibits, and specifically including the Federal Clauses and General Conditions;
- (6) The Contractor’s Proposal in response to the RFP;
- (7) The RFP.

(b) The Parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and Final Completion of the Work by the Contractor, by the Final Completion Date, and for the Contract Price. The Parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a “Discrepancy”), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA’s Project Manager of that Discrepancy in writing. UTA’s Project Manager shall promptly resolve the Discrepancy in writing. Contractor’s failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor’s right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the Parties as if repeated in this Agreement. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

5. Representatives of the Parties. (a) UTA designates Grey Turner as its Project Manager, and Dave Hancock as its Senior Representative. UTA’s Contract Administrator for this Agreement is Vicki Woodward. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Woodward, at the address set forth in Section 9.

(b) Contractor designates Casey Green as its Project Manager, and Eric Wells as its Senior Representative.

6. Key Personnel. (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

(1) Project Manager: Casey Green

(2) Construction Manager: Rhett Elton

(b) Contractor must obtain permission, in writing, from UTA's Senior Representative or his/her designee, prior to removal of the Key Personnel identified above. In connection with a request to replace Key Personnel, the Contractor must identify a proposed replacement, who must meet the requirements of the position stated in the RFP.

7. Bonds and Insurance. (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit C of the Phase 1 Agreement, and comply with the obligations set forth therein.

(b) The Contractor shall provide to UTA a performance bond and a payment bond (the "Bonds") issued by a surety doing business in Utah Lake County, Utah, and listed in the then current US Department of the Treasury's Circular 570. The Bonds must each be in an amount sufficient to cover 100% of the Contract Price, and in a form acceptable to UTA. The Bonds may, as necessary, be consolidated with those for Work to be performed under other Phase 2 Amendments, subject to UTA's approval, provided that the combined amount of the Bonds is equal to the combined Contract Prices of all of the Phase 2 Amendments consolidated for this purpose. Contractor shall provide the Bonds to UTA prior to commencing any Work.

8. Prevailing Wages. Contractor shall pay or cause to be paid to all applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act. The applicable prevailing wages mandated by the Davis-Bacon Act as of the date of execution of this Phase 2 Amendment and for the county in which the Work will occur are attached as Exhibit F Contractor shall comply with and cause its subcontractors to comply with all laws pertaining to prevailing wages.

F. **9. UPRR Requirements.** Since the Bridge will pass over a UPRR rail line, the Contractor shall be required to comply with certain specified UPRR requirements.

The following requirements shall be enforceable by UTA for the benefit of UPRR:

A. Railroad Coordination Requirements: Contractor shall comply with all Railroad Coordination Requirements contained in Exhibit D (RAILROAD COORDINATION REQUIREMENTS)

B. Railroad Insurance Requirements: Contractor shall procure and maintain the insurance required by Exhibit E, (RAILROAD INSURANCE REQUIREMENTS)

C. Specific Indemnification: Contractor agrees, to the extent permitted by law, to save, release, defend, indemnify and hold harmless UTA and UPRR and their respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss,

damages, claims, demands, costs and expenses, fines, and penalties of whatsoever nature, including court costs and attorney's fees arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of UPRR of UTA) or loss of or damages to property whatsoever (including property of or in the custody of UPRR, UTA, or the Contractor) when such injury, death, loss or damage occurs or arises from (A) the negligent or wrongful construction of the Project, (B) the trespass upon UPRR's adjacent right of way and trackage by the Contractor, or breach of the terms and conditions of this Agreement or its Amendments.

D. Approval of Plan: Contractor understands that it shall not commence work or make changes on or to this Project until UPRR has provided its written approval of the Plans.

10. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other communications between the Parties ("**Notices**") must be in writing and addressed as follows:

If to the Utah Transit Authority:

Utah Transit Authority
ATTN: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

With a required copy to:

Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to the Contractor:

Granite Construction Company
ATTN: Eric Wells
1000 N. Warm Springs Road
Salt Lake City, UT 84116

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid. Notice shall be deemed received when received in hand by the Party, as set forth above.

(c) Either Party may change the address at which that Party desires to receive written notice by delivery of Notice of such change to the Party as set forth above. Notices will be deemed effective on delivery to the notice address then applicable for the Party to which the Notice is directed, provided, however, that refusal to accept delivery of a Notice or the inability to deliver a Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

11. Counterparts. The Parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

12.. Effectiveness; Date. The Amendment will become effective when all Parties have fully signed it. The date of this Amendment will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual’s signature).

Each individual is signing this Amendment on the date stated opposite that individual’s signature.

UTAH TRANSIT AUTHORITY

By: _____
Jay Fox
Executive Director

Date: _____

By: _____
Mary DeLoretto
Chief Service Development
Officer

Date: _____

By: _____
Grey Turner
Project Manager

Date: _____

Approved as to Legal Form:

DocuSigned by:
By: Mike Bell
Utah Transit Authority
Legal Counsel

Date: 1/20/2023

GRANITE CONSTRUCTION COMPANY

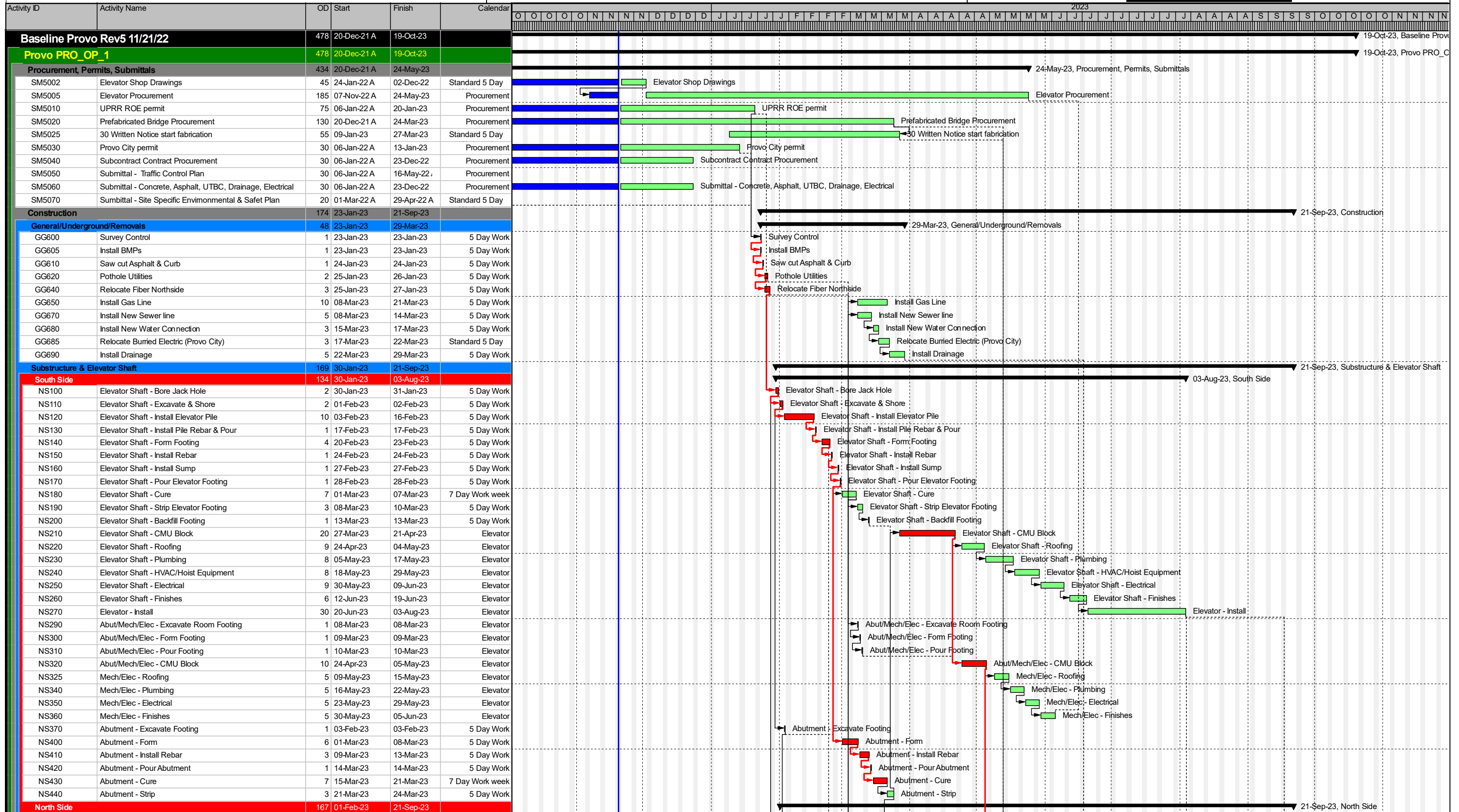
By: _____
Jason Klaumann
Utah Region Vice President

Date: _____

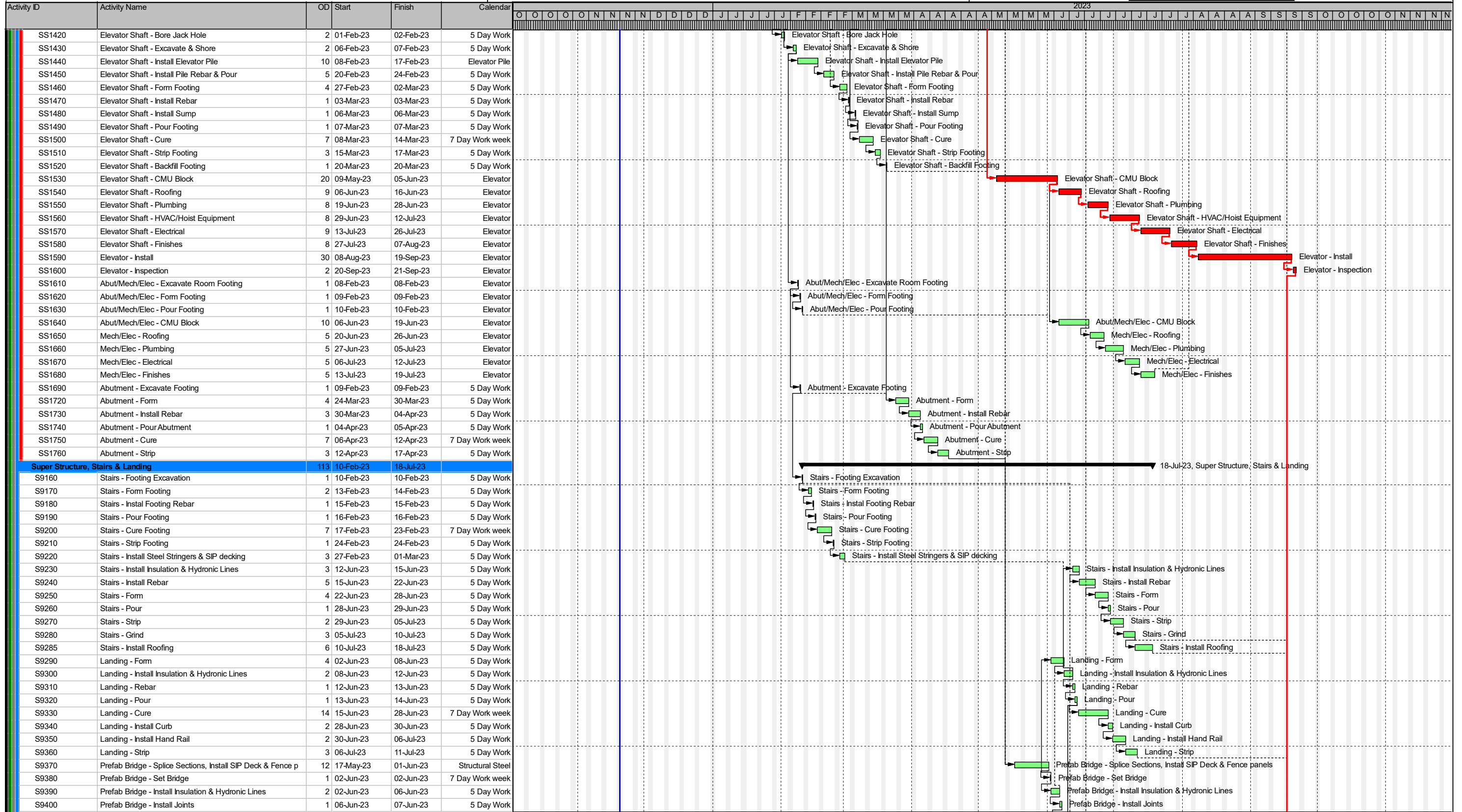
Contractor’s Federal ID Number: 95-0519552

EXHIBIT A

Baseline Project Schedule



█ Remaining Level of Effort █ Remaining Work █ Actual Work
█ Critical Remaining Work ◆ Milestone ▶ Summary



■ Remaining Level of Effort
 ■ Remaining Work
 ◆ Milestone
■ Actual Work
 ■ Critical Remaining Work
 ▼ Summary

EXHIBIT B

Pricing Form

G-17	Structural Concrete	408	CY	\$ 1,269.11	\$ 496,256.54	UDOT Section 03310	*Includes foundations, columns, caps, and deck *Includes rigid foam insulation, Cold weather protection
G-18	Structural Concrete - Stairways	114	CY	\$ 3,354.74	\$ 355,425.36		cast aluminum nosings, and runnels
G-19	Elastomeric Bearings	4	EA	\$ 5,489.23	\$ 21,958.06	UDOT Section 05822	Includes elastomeric pad and tapered sole plate
G-20	Compression Joint Seal	24	LF	\$ 401.24	\$ 9,629.84	UDOT Section 05831	*Between box truss and abutment *Includes cover plate and concrete anchors
G-21	Expansion Joint - ADA Compliant	10	LF	\$ 209.30	\$ 2,093.00	UDOT Section 05832	*Between abutment cap and elevator shaft *Includes cover plate and concrete anchors
G-22	Anti-Graffiti Concrete Sealer	1	LS	\$ 37,553.00	\$ 37,553.00	UDOT Section 09981	*Coat for concrete surface treatments (Bridge and Elevator Tower)
G-23	Doors & Hardware	1	LS	\$ 57,592.00	\$ 57,592.00		
G-24	Painting	1	LS	\$ 38,790.00	\$ 38,790.00		
G-25	Plumbing	1	LS	\$ 55,068.00	\$ 55,068.00		Includes roof drains and downspouts, condensation piping, gas piping and piping for drains
G-26	HVAC System - Elevator shaft & Cars	1	LS	\$ 90,220.00	\$ 90,220.00		mini-split systems, r-stats, exhaust fans, supply fan, unit heater, and boiler exhaust ducting
G-27	Sump Pump	1	LS	\$ 13,668.00	\$ 13,668.00		*Includes primary and secondary pump *Includes plumbing and connection to storm drain system
G-28	Masonry - Elevator Shaft	9024	SF	\$ 45.76	\$ 229,922.00	APWA Specification 04 05 16	*Includes excavation; Class AA(AE) cement mix.
G-29	Masonry Curtain Walls	3618	SF	\$ 57.25	\$ 207,147.00	APWA Specification 04 05 16	*Includes masonry walls above bridge foundations that provide for the machine, electrical, and boiler rooms, sheet rock & paint
G-30	Roofing - Elevator Shaft	351	SF	\$ 275.54	\$ 96,713.00	APWA Specification 05 12 00	*Steel roofing
G-31	Wall Expansion Joint	120	LF	\$ 107.58	\$ 12,909.00	UDOT Section 05832	*Between abutment masonry and elevator shaft masonry *Assume EMSeal
G-32	Electrical	1	LS	\$ 595,371.34	\$ 595,371.34	APWA Specification 26 05 00	Includes elevator, mechanical, electrical room, stairway lighting & bridge lighting. Also service to Elevator shaft and boiler room
G-33	Snow Melt System - Hydronic	1	LS	\$ 304,875.00	\$ 304,875.00		
G-34	Elevator System	1	LS	\$ 404,223.46	\$ 404,223.46	Thyssen-Krupp	*Does not include elevator shaft *Thyssen-Krupp standard size elevator *Includes installation of elevator HVAC, lockhole & elevator cars system
G-35	Cold Weather Protection	1	LS	\$ 80,897.69	\$ 80,897.69		includes blankets, heaters, installation, maintenance & removals
				SCHEDULE G SUBTOTAL			\$ 5,914,440.69

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				SUBTOTAL	\$ 7,308,702.03		
				INDIRECTS	\$ 697,065.00		
				MARKUP (8%)	\$ 640,461.36		
				TOTAL	\$ 8,646,228.39		

Early Work Package Amount							
Early Package Change Order 145	Relocate Buried Electric/Electric Connection, Relocate Buried Fiber Optic, Loop Buried Fiber Optic	1	LS	\$ 96,386.42	\$ 96,386.42	Provo Power	*UW-06 *See UT-06 Includes trenching, conduit, and backfilling *Includes all costs associated with Provo Power coordination *Provo Power responsible for pulling line, connections, and transformer UW-04 *See UT-03 *Owners responsible for all relocation work *Potential owners: Zayo, Verizon, AT&T, Centracom, AF City Fiber *LW-04 *See UT-03 *Owners responsible for all relocation work *Potential owners: Zayo, Verizon, AT&T, Centracom, AF City Fiber *LW-07 *See UT-06 Includes trenching and backfilling *Includes all costs associated with fiber owner coordination *Fiber owners responsible for conduit, pulling line, and connections
Early Package Change Order 146	Relocate UTA Fiber	1	LS	\$ 43,740.00	\$ 43,740.00	Various Owners	
Early Package Change Order 147	Bore Conduit	1	LS	\$ 13,401.05	\$ 13,401.05	Lumen	
				CHANGE ORDER SUBTOTAL			\$ 153,527.47
WORK PERFORMED & MATERIAL ORDERED Previously Paid by UTA - Credit							
Amount Billed to UTA	1	LS			\$ (967,684.92)		
				\$			7,678,543.47

Contingency Items							
	Provo City Permits	1	LS		\$ 100,000.00		
	2022 Spec Contingency (5%)	1	LS				
	Change Order Contingency (10%)	1	LS				*For construction

EXHIBIT C

RFC Drawings

The complete set of drawings is incorporated by reference into this Exhibit C and may be found at:

[\\capdev.uta.cog.ut.us\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Construction \(Granite\)\Phase 2\Amend 22 Provo Ped Bridge Schedule B 2022\Amend 22\Exhibit C-RFC Drawings](\\capdev.uta.cog.ut.us\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Construction (Granite)\Phase 2\Amend 22 Provo Ped Bridge Schedule B 2022\Amend 22\Exhibit C-RFC Drawings)

RFC Drawings Folder Include:

PRO_OP_1 Bridge Structural Calculations

PRO_OP_1 Drainage Memo

PRO_OP_1 Elevator Shaft Structural Calculations

PRO_OP_1 Geotechnical Report

PRO_OP_1 Plans

PRO_OP_1 Seismic Design Strategy

PRO_OP_1 Bridge Special Provisions - Addendum 4 & 5 Update (1)

PRO_OP_1 Ad 1

PRO_OP_1 Plans Ad 2

PRO_OP_1 Plans Ad 3

PRO_OP_1 Add 4 & 5 Plans (1)

01601-Railroad Company Coordination Rev 1

EXHIBIT D

Wage Determination

General Decision Number: UT180030 04/06/2018 UT30

Superseded General Decision Number: UT20170030

State: Utah

Construction Type: Heavy

County: Utah County in Utah.

Including Water and Sewer line and Natural Gas Pipeline Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	04/06/2018

ENGI0003-021 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(2a)Blade/Grader.....	\$ 25.89	15.65
(3) Front End Loader (Over 5 cu. yds.).....	\$ 25.37	15.65
(4) Asphalt Paver, Front End Loader (2 to 5 cu. yds.), Oil Distributor, Scraper.....	\$ 24.37	15.65
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader (Under 2 cu. yds.).....	\$ 23.37	15.65

(6) Screed.....	\$ 22.41	15.65
(7) Roller(Dirt and Grade Compaction).....	\$ 21.50	15.65

ENGI0003-057 07/01/2013

Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment Backhoe/Excavator/Trackhoe, Boom, Bulldozer, Front End Loader(3 yds. and over) Mechanic.....	\$ 35.68	17.57
Front End Loader (Under 3 Yds.).....	\$ 29.69	15.09
Oiler.....	\$ 22.03	11.88

ENGI0003-066 07/01/2013

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment (1) Mechanic.....	\$ 27.55	15.65
(3) Backhoe/Excavator.....	\$ 25.37	15.65
(4) Bulldozer.....	\$ 24.37	15.65
(5) Oiler.....	\$ 23.37	15.65

* IRON0027-002 07/01/2017

	Rates	Fringes
IRONWORKER (Ornamental, Structural).....	\$ 27.18	20.55

IRON0847-001 08/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.61	11.60

LABO0295-022 07/01/2014

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER Common or General, Flagger and Pipelayer.....	\$ 20.59	8.65
Formworker.....	\$ 20.85	8.65

LABO0295-039 07/01/2014

	Rates	Fringes
LABORER		
(1) Common or General and Flagger-Excluding Natural Gas Pipeline.....	\$ 20.59	8.65
(3) Mason Tender (Cement/Concrete), Hand Held Saw, Jackhammer, Power Saw.....	\$ 20.85	8.65
(5) Hand Held Drill.....	\$ 21.65	8.65

TEAM0222-001 06/05/2017

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 35.75	11.57
Group 2:		
A-Frame, Challenger (For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....	\$ 35.19	11.57
Group 3:		
Ambulance, Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).	\$ 34.85	11.57

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

- Group 1: Low Boy and Truck Mechanic
- Group 2: Stringer Truck

 TEAM0222-021 07/01/2017

EXCLUDING NATURAL GAS PIPELINE CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 24.64	11.47
TRUCK DRIVER (Concrete Pumping).....	\$ 22.30	11.47
TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....	\$ 22.07	11.47
8 cu. yds. to less than 14 cu. yds.....	\$ 22.22	11.47
14 cu. yds. to less than 35 cu. yds.....	\$ 22.37	11.47
35 cu. yds. to less than 55 cu. yds.....	\$ 22.57	11.47
55 cu. yds. to less than 75 cu. yds.....	\$ 22.77	11.47
75 cu. yds. to less than 95 cu. yds.....	\$ 22.97	11.47
95 cu. yds. to less than 105 cu. yds.....	\$ 23.17	11.47
105 cu. yds. to less than 130 cu. yds.....	\$ 23.29	11.47
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 21.97	11.47
10 tons to less than 15 tons.....	\$ 22.12	11.47
15 tons to less than 20 tons.....	\$ 22.22	11.47
20 tons and over.....	\$ 22.37	11.47
Pickup Truck.....	\$ 21.90	11.47
TRUCK DRIVER (Lowboy).....	\$ 25.14	11.47
TRUCK DRIVER (Oil Spreader).....	\$ 25.14	11.47
TRUCK DRIVER (Tiremen and Greaser).....	\$ 22.47	11.47
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 22.30	11.47
Over 8 cu. yds. to 14 cu. yds.....	\$ 22.40	11.47
TRUCK DRIVER (Water, Fuel & Oil Tank)		
less than 1,200 gal.....	\$ 21.95	11.47
1,200 gal. to less than 2,500 gal.....	\$ 22.07	11.47
2,500 gal. to less than 4,000 gal.....	\$ 22.22	11.47
4,000 gal. to less than 6,000 gal.....	\$ 22.52	11.47
6,000 gal. to less than 10,000 gal.....	\$ 22.77	11.47
10,000 gal. to less than		

15,000 gal.....	\$ 23.02	11.47
15,000 gal. to less than		
20,000 gal.....	\$ 23.27	11.47
20,000 gal. to less than		
25,000 gal.....	\$ 23.62	11.47
25,000 gal. and over.....	\$ 23.77	11.47

 SUUT2008-042 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work (Excludes Natural Gas Pipeline Construction Form Work).....	\$ 12.21	0.45
CEMENT MASON/CONCRETE FINISHER....	\$ 16.42	2.85
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 14.02	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction).....	\$ 19.98	0.00
WATER & SEWER LINES: Operator - Backhoe/Trackhoe.....	\$ 17.41	5.28

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

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

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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END OF GENERAL DECISION