

CONTRACT

FA98 (Form 650019)
05-13

Letting Date: March 18, 2014 Contract ID: 57-1001-079 Bid Order No.: 107
County: LINN Project Engineer: CEDAR RAPIDS FIELD ENGINEER
Cost Center: 611000 Object Code: 890 DBE Commitment: \$447,000.00
Contract Work Type: PCC PAVEMENT - GRADE/REPLACE

2014 APR 1 10:11:36

This agreement made and entered by and between the IOWA DEPARTMENT OF TRANSPORTATION,
CONTRACTING AUTHORITY, AND
MOYNA, C.J. & SONS, INC. OF ELKADER, IA, (MO480), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 03/13/2014.

SEE ATTACHED PROJECT LIST ON PAGE 1C.

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2012 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: DS-12021, DS-12024, DS-12033, DS-12040, DS-12046,

DS-12048, FHWA-1273.05, GS-12003, IA14-1.0, SP-120131, SP-120132,
SP-120133, SP-120136, SP-120137, SS-12007, SS-12008, SS-12009,
ADDENDUMS: 18MAR107.A01, 18MAR107.A02, 18MAR107.A03, 18MAR107.A04,

18MAR107.A05 and in considerations of \$17,864,582.89 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

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

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

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

By John S. Myer Contractor (if joint venture)

By Wm W. Lurgan Contracting Authority

APR 03 2014
Contract Award Date

Iowa DOT Concurrence

Letting Date: March 18, 2014 Contract ID: 57-1001-079

Bid Order No. : 107

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

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
01	LATE START DATE 04/21/2014 240 WORKING DAYS TO COMPLETE NHSX-100-1(79)--3H-57	\$2,000.00
02	APPROX START DATE 06/02/2014 200 WORKING DAYS TO COMPLETE NHSX-100-1(66)--3H-57	\$2,000.00
03	APPROX START DATE 07/07/2015 50 WORKING DAYS TO COMPLETE NHSX-100-1(84)--3H-57	\$2,000.00

CONTRACT NOTES

LETTING DATE: March 18, 2014

BID ORDER NO.: 107

PROJECT: NHSX-100-1(66)--3H-57 COUNTY: LINN
WORK TYPE: BRIDGE NEW - PPCB ACCOUNTING ID: 31430
ROUTE: IOWA 100 LENGTH (MILES): 0
LOCATION: IN THE CITY OF CEDAR RAPIDS ON EDGEWOOD RD.
OVER IA. 100
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT
PROJECT AMOUNT: \$2,804,570.45

PROJECT: NHSX-100-1(79)--3H-57 COUNTY: LINN
WORK TYPE: PCC PAVEMENT - GRADE/REPLACE ACCOUNTING ID: 31431
ROUTE: IOWA 100 LENGTH (MILES): 0.83
LOCATION: IN THE CITY OF CEDAR RAPIDS FROM USHERS FERRY RD.
TO EDGEWOOD RD.
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT
PROJECT AMOUNT: \$14,845,774.74

PROJECT: NHSX-100-1(84)--3H-57 COUNTY: LINN
WORK TYPE: TRAFFIC SIGNS ACCOUNTING ID: 31432
ROUTE: IOWA 100 LENGTH (MILES): 0
LOCATION: IN THE CITY OF CEDAR RAPIDS AT EDGEWOOD RD. INTERCHANGE
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT
PROJECT AMOUNT: \$214,237.70

CONTRACT SCHEDULE OF PRICES

Vendor No.: M0480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars Cts	Bid Amount Dollars Cts
SECTION 0001 DESIGN NO. 0514; 125'-0 X VARIES PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE NHSX-100-1(66)--3H-57				
0010	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	527.300 CY	200.00000	105,460.00
0020	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	1,051.100 CY	550.00000	578,105.00
0030	2403-7000220 TRIAL BATCH HIGH PERFORMANCE STRUCTURAL CONCRETE	LUMP	LUMP	1.00
0040	2404-7775000 REINFORCING STEEL	99,573.000 LB	0.85000	84,637.05
0050	2404-7775005 REINFORCING STEEL, EPOXY COATED	264,700.000 LB	1.00000	264,700.00
0060	2407-0564125 BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTD125	22.000 EACH	25,000.00000	550,000.00
0070	2408-7800000 STRUCTURAL STEEL	46,488.000 LB	3.50000	162,708.00
0080	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	269.200 LF	100.00000	26,920.00
0090	2414-6445100 STRUCTURAL STEEL PEDESTRIAN HAND RAILING	278.400 LF	185.00000	51,504.00
0100	2433-0001060 CONCRETE DRILLED SHAFT, 60 IN. DIAMETER	443.000 LF	580.00000	256,940.00
0110	2433-0003000 DEMONSTRATION SHAFT	50.000 LF	675.00000	33,750.00

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0120	2511-7528101 DETECTABLE WARNINGS	 59.000 SF	 15.00000		 885.00	
0130	2526-8285000 CONSTRUCTION SURVEY	 LUMP	 LUMP		 6,800.00	
0140	2533-4980005 MOBILIZATION	 LUMP	 LUMP		 227,000.00	
0150	2599-9999009 ('LINEAR FEET' ITEM) AIR TRACK PROBE	 3,500.000 LF	 30.00000		 105,000.00	
0160	2599-9999009 ('LINEAR FEET' ITEM) ROCK SOCKET, 54 IN. DIAMETER	 369.000 LF	 750.00000		 276,750.00	
0170	2599-9999014 ('SQUARE FEET' ITEM) INTEGRAL THIN VENEER BRICK FOR STRUCTURAL CONCRETE	 965.000 SF	 50.00000		 48,250.00	
0180	2599-9999014 ('SQUARE FEET' ITEM) PORTLAND CEMENT CONCRETE (PCC) PAVERS	 2,410.000 SF	 10.44000		 25,160.40	
SECTION 0002 ROADWAY ITEMS NHSX-100-1(79)--3H-57						
0190	2101-0850001 CLEARING AND GRUBBING	 27.000 ACRE	 4,000.00000		 108,000.00	
0200	2102-0425070 SPECIAL BACKFILL	 21,138.000 TON	 12.50000		 264,225.00	
0210	2102-2200000 INTERCEPTING DITCHES AND FLUMES	 484.000 LF	 2.25000		 1,089.00	

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			Dollars	Cts	Dollars	Cts
0220	2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	 24,301.000 CY	 6.08000 	 	 147,750.08 	
0230	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	 209,543.000 CY	 2.77000 	 	 580,434.11 	
0240	2102-2710090 EXCAVATION, CLASS 10, WASTE	 136,548.000 CY	 3.50000 	 	 477,918.00 	
0250	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	 200.000 CY	 10.00000 	 	 2,000.00 	
0260	2102-2712070 EXCAVATION, CLASS 12, ROADWAY AND BORROW	 20,090.000 CY	 6.00000 	 	 120,540.00 	
0270	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	 17,933.000 CY	 4.25000 	 	 76,215.25 	
0280	2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	 79,583.000 CY	 0.80000 	 	 63,666.40 	
0290	2107-0875100 COMPACTION WITH MOISTURE CONTROL	 64,331.000 CY	 0.35000 	 	 22,515.85 	
0300	2107-3825025 GRANULAR MATERIAL FOR BLANKET AND SUBDRAIN	 4,129.000 CY	 11.00000 	 	 45,419.00 	
0310	2111-8174100 GRANULAR SUBBASE	 60,862.000 SY	 8.26000 	 	 502,720.12 	
0320	2115-0100000 MODIFIED SUBBASE	 3,340.000 CY	 24.30000 	 	 81,162.00 	

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0330	2122-5190010 PAVED SHOULDER, P.C. CONCRETE, 10 IN.	 7,552.000 SY	 51.50000		 388,928.00	
0340	2122-5191004 REINFORCED PAVED SHOULDER	 5,109.000 SY	 93.35000		 476,925.15	
0350	2123-7450000 SHOULDER CONSTRUCTION, EARTH	 21.000 STA	 250.00000		 5,250.00	
0360	2123-7450020 SHOULDER FINISHING, EARTH	 130.000 STA	 150.00000		 19,500.00	
0370	2301-0690270 BRIDGE APPROACH, RK-27	 2,941.000 SY	 170.00000		 499,970.00	
0380	2301-1033100 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	 54,798.000 SY	 48.00000		 2,630,304.00	
0390	2301-4875008 MEDIAN, P.C. CONCRETE, 8 IN.	 3,615.700 SY	 60.50000		 218,749.85	
0400	2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	 LUMP	 LUMP		 4,000.00	
0410	2304-0100000 DETOUR PAVEMENT	 15,017.000 SY	 34.10000		 512,079.70	
0420	2401-6745625 REMOVAL OF EXISTING BRIDGE	 LUMP	 LUMP		 35,000.00	
0430	2401-6745650 REMOVAL OF EXISTING STRUCTURES	 LUMP	 LUMP		 10,000.00	

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			Dollars	Cts	Dollars	Cts
0440	2401-6745765 REMOVAL OF LIGHT POLES	2.000 EACH	400.00000		800.00	
0450	2401-6745830 REMOVAL OF P.C. CONCRETE MEDIAN BARRIER	810.000 LF	30.00000		24,300.00	
0460	2402-0425030 GRANULAR BACKFILL	79,254.000 CY	12.78000		1,012,866.12	
0470	2402-0425040 FLOODED BACKFILL	261.000 CY	24.00000		6,264.00	
0480	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	487.000 CY	3.00000		1,461.00	
0490	2412-0000100 LONGITUDINAL GROOVING IN CONCRETE	2,513.000 SY	2.80000		7,036.40	
0500	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	19.000 LF	100.00000		1,900.00	
0510	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	7.000 EACH	550.00000		3,850.00	
0520	2416-0100021 APRONS, CONCRETE, 21 IN. DIA.	1.000 EACH	650.00000		650.00	
0530	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	3.000 EACH	1,100.00000		3,300.00	
0540	2416-0100060 APRONS, CONCRETE, 60 IN. DIA.	1.000 EACH	2,050.00000		2,050.00	

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			Dollars	Cts	Dollars	Cts
0550	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	 70.000 LF	 60.00000		 4,200.00	
0560	2416-1180060 CULVERT, CONCRETE ROADWAY PIPE, 60 IN. DIA.	 32.000 LF	 250.00000		 8,000.00	
0570	2417-0225024 APRONS, METAL, 24 IN. DIA.	 1.000 EACH	 200.00000		 200.00	
0580	2417-1060024 CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	 70.000 LF	 40.00000		 2,800.00	
0590	2417-1060036 CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	 198.000 LF	 50.00000		 9,900.00	
0600	2432-0000100 MECHANICALLY STABILIZED EARTH RETAINING WALL	 42,937.000 SF	 30.35000		 1,303,137.95	
0610	2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	 13.000 EACH	 3,800.00000		 49,400.00	
0620	2435-0140160 MANHOLE, STORM SEWER, SW-401, 60 IN.	 1.000 EACH	 5,250.00000		 5,250.00	
0630	2435-0140200 MANHOLE, STORM SEWER, SW-402	 3.000 EACH	 4,000.00000		 12,000.00	
0640	2435-0250700 INTAKE, SW-507	 1.000 EACH	 3,000.00000		 3,000.00	
0650	2435-0250800 INTAKE, SW-508	 24.000 EACH	 4,600.00000		 110,400.00	

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			Dollars	Cts	Dollars	Cts
0660	2435-0250802 INTAKE, SW-508, WELL ONLY	9.000 EACH	3,500.00000		31,500.00	
0670	2435-0250900 INTAKE, SW-509	22.000 EACH	4,000.00000		88,000.00	
0680	2435-0251000 INTAKE, SW-510	3.000 EACH	5,500.00000		16,500.00	
0690	2435-0251218 INTAKE, SW-512, 18 IN.	1.000 EACH	1,000.00000		1,000.00	
0700	2435-0251224 INTAKE, SW-512, 24 IN.	14.000 EACH	1,100.00000		15,400.00	
0710	2435-0251236 INTAKE, SW-512, 36 IN.	2.000 EACH	1,200.00000		2,400.00	
0720	2435-0254600 INTAKE, SW-546	3.000 EACH	3,500.00000		10,500.00	
0730	2435-0254602 INTAKE, SW-546, WELL ONLY	2.000 EACH	2,600.00000		5,200.00	
0740	2435-0254702 BARRIER INTAKE, SW-547, WELL ONLY	6.000 EACH	4,600.00000		27,600.00	
0750	2435-0254710 BARRIER INTAKE, SW-547 MODIFIED	6.000 EACH	8,600.00000		51,600.00	
0760	2435-0254900 BARRIER INTAKE, SW-549	1.000 EACH	7,600.00000		7,600.00	

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			Dollars	Cts	Dollars	Cts
0770	2435-0254910 BARRIER INTAKE, SW-549 MODIFIED	10.000 EACH	7,800.00000		78,000.00	
0780	2435-0254912 BARRIER INTAKE, SW-549 MODIFIED, WELL ONLY	2.000 EACH	4,600.00000		9,200.00	
0790	2435-0600010 MANHOLE ADJUSTMENT, MINOR	2.000 EACH	1,600.00000		3,200.00	
0800	2435-0700010 CONNECTION TO EXISTING MANHOLE	4.000 EACH	800.00000		3,200.00	
0810	2502-8212024 SUBDRAIN, LONGITUDINAL, (BACKSLOPE) 4 IN. DIA.	2,275.000 LF	15.00000		34,125.00	
0820	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	19,306.000 LF	5.35000		103,287.10	
0830	2502-8212036 SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	7,330.000 LF	7.20000		52,776.00	
0840	2502-8212104 SUBDRAIN, PLASTIC PIPE, 4 IN.	3,599.000 LF	5.00000		17,995.00	
0850	2502-8220193 SUBDRAIN OUTLET (RF-19C)	85.000 EACH	212.00000		18,020.00	
0860	2502-8220196 SUBDRAIN OUTLET, RF-19E	18.000 EACH	240.00000		4,320.00	
0870	2502-8220197 SUBDRAIN OUTLET (RF-19F)	12.000 EACH	310.00000		3,720.00	

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			Dollars	Cts	Dollars	Cts
0880	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	5,841.000 LF	47.00000		274,527.00	
0890	2503-0114218 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	3,355.000 LF	52.00000		174,460.00	
0900	2503-0114221 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 21 IN.	993.000 LF	50.00000		49,650.00	
0910	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	817.000 LF	67.00000		54,739.00	
0920	2503-0114230 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	742.000 LF	84.00000		62,328.00	
0930	2503-0114236 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	2,322.000 LF	80.00000		185,760.00	
0940	2503-0114248 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.	156.000 LF	113.00000		17,628.00	
0950	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1,270.000 LF	10.00000		12,700.00	

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			Dollars	Cts	Dollars	Cts
0960	2503-0200136 REMOVE STORM SEWER PIPE GREATER THAN 36 IN.	 123.000 LF	 20.00000		 2,460.00	
0970	2507-3250005 ENGINEERING FABRIC	 32.000 SY	 5.00000		 160.00	
0980	2507-8029000 EROSION STONE	 27.800 TON	 50.00000		 1,390.00	
0990	2510-6745850 REMOVAL OF PAVEMENT	 75,635.000 SY	 3.95000		 298,758.25	
1000	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	 21.000 EACH	 500.00000		 10,500.00	
1010	2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	 491.000 SY	 39.00000		 19,149.00	
1020	2511-6745900 REMOVAL OF SIDEWALK	 36.000 SY	 50.00000		 1,800.00	
1030	2511-7526006 SIDEWALK, P. C. CONCRETE, 6 IN.	 895.000 SY	 39.00000		 34,905.00	
1040	2511-7528101 DETECTABLE WARNINGS	 270.000 SF	 30.00000		 8,100.00	
1050	2512-1725306 CURB AND GUTTER, P.C. CONCRETE, 3. 0 FT.	 6,219.000 LF	 22.00000		 136,818.00	
1060	2513-0001000 CONCRETE BARRIER, BA-100	 2,050.000 LF	 45.75000		 93,787.50	

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1070	2513-0001020 CONCRETE BARRIER, BA-102	2,234.000 LF	70.55000		157,608.70	
1080	2513-0001070 CONCRETE BARRIER RAIL, BA-107	1.000 EACH	1,750.95000		1,750.95	
1090	2513-0001081 CONCRETE BARRIER, TAPERED END, BA-108	2.000 EACH	3,125.85000		6,251.70	
1100	2513-4870003 MEDIAN BARRIER, P.C. CONCRETE	810.000 LF	30.85000		24,988.50	
1110	2518-6745880 REMOVAL OF ROAD CLOSURE BARRICADE	1.000 EACH	1,000.00000		1,000.00	
1120	2518-6910000 SAFETY CLOSURE	15.000 EACH	100.00000		1,500.00	
1130	2520-3350010 FIELD LABORATORY	1.000 EACH	2,500.00000		2,500.00	
1140	2520-3350015 FIELD OFFICE	1.000 EACH	2,500.00000		2,500.00	
1150	2523-0000100 LIGHTING POLES	4.000 EACH	5,375.00000		21,500.00	
1160	2523-0000200 ELECTRICAL CIRCUITS	1,420.000 LF	11.77000		16,713.40	
1170	2523-0000310 HANDHOLES AND JUNCTION BOXES	7.000 EACH	900.00000		6,300.00	

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1180	2523-0000400 CONTROL CABINET	1.000 EACH	6,350.00000		6,350.00	
1190	2525-0000100 TRAFFIC SIGNALIZATION	LUMP	LUMP		688,500.00	
1200	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		105,000.00	
1210	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	1,150.000 STA	18.50000		21,275.00	
1220	2527-9263128 PERMANENT TAPE MARKINGS, INTERSECTION MARKING TAPE	5.000 STA	122.00000		610.00	
1230	2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	29.000 STA	122.00000		3,538.00	
1240	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	86.000 EACH	50.00000		4,300.00	
1250	2527-9263180 PAVEMENT MARKINGS REMOVED	228.000 STA	41.99000		9,573.72	
1260	2527-9263190 SYMBOLS AND LEGENDS REMOVED	43.000 EACH	50.00000		2,150.00	
1270	2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS	3.000 STA	232.75000		698.25	

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1280	2528-3800000 MODULAR GLARE SCREEN SYSTEM	8,328.000 LF	5.00000		41,640.00	
1290	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	22,316.000 LF	7.90000		176,296.40	
1300	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	4.000 EACH	2,500.00000		10,000.00	
1310	2528-8400256 TEMPORARY TRAFFIC SIGNALS Edgewood Road & AEGON Access	1.000 EACH	25,000.00000		25,000.00	
1320	2528-8400256 TEMPORARY TRAFFIC SIGNALS Edgewood Road & Existing EB Terminal	1.000 EACH	14,500.00000		14,500.00	
1330	2528-8400256 TEMPORARY TRAFFIC SIGNALS Edgewood Road & Existing WB Terminal	1.000 EACH	34,500.00000		34,500.00	
1340	2528-8400256 TEMPORARY TRAFFIC SIGNALS Edgewood Road & North River Blvd	1.000 EACH	34,600.00000		34,600.00	
1350	2528-8400256 TEMPORARY TRAFFIC SIGNALS Edgewood Road & South Hy-Vee Access	1.000 EACH	36,500.00000		36,500.00	
1360	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		68,500.00	
1370	2533-4980005 MOBILIZATION	LUMP	LUMP		846,000.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1380	2551-0000110 TEMP CRASH CUSHION	 20.000 EACH	 3,500.00000		 70,000.00	
1390	2551-0000230 PERMANENT CRASH CUSHION, SEVERE USE (SU)	 1.000 EACH	 20,000.00000		 20,000.00	
1400	2551-0000300 PERMANENT CRASH CUSHION SPARE PARTS KIT	 1.000 EACH	 1,000.00000		 1,000.00	
1410	2552-0000140 ROCK EXCAVATION	 7,887.000 CY	 10.00000		 78,870.00	
1420	2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	 2.000 EACH	 6,000.00000		 12,000.00	
1430	2590-0000020 PROJECT MANAGEMENT	 LUMP	 LUMP		 100,000.00	
1440	2599-9999005 ('EACH' ITEM) Post Top Lights	 10.000 EACH	 2,055.00000		 20,550.00	
1450	2599-9999005 ('EACH' ITEM) Roadway Lighting - Luminaire Only	 20.000 EACH	 100.00000		 2,000.00	
1460	2599-9999010 ('LUMP SUM' ITEM) 16 IN. DIA. DIP Water Main Abandonment & Removal	 LUMP	 LUMP		 16,000.00	
1470	2599-9999010 ('LUMP SUM' ITEM) Traffic Signalization - Traffic Signal Luminaire Poles	 LUMP	 LUMP		 26,200.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1480	2599-9999014 ('SQUARE FEET' ITEM) Integral Thin Veneer Brick for Structural Concrete	67.000 SF	50.00000		3,350.00	
1490	2599-9999014 ('SQUARE FEET' ITEM) Portland Cement Concrete (PCC) Pavers	1,707.000 SF	10.44000		17,821.08	
1500	2599-9999018 ('SQUARE YARDS' ITEM) Slope Protection, Washed Gravel	118.000 SY	75.00000		8,850.00	
1510	2601-2634100 MULCHING	22.500 ACRE	700.00000		15,750.00	
1520	2601-2638610 CONCRETE SLOPE PROTECTION	602.000 SY	80.00000		48,160.00	
1530	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	22.500 ACRE	700.00000		15,750.00	
1540	2602-0000020 SILT FENCE	12,346.900 LF	1.75000		21,607.08	
1550	2602-0000030 SILT FENCE FOR DITCH CHECKS	25.800 LF	9.90000		255.42	
1560	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	4,947.000 LF	0.75000		3,710.25	
1570	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	989.000 LF	0.10000		98.90	

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1580	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	 988.000 LF	 3.41000		 3,369.08	
1590	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	 988.000 LF	 3.96000		 3,912.48	
1600	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	 493.000 LF	 2.00000		 986.00	
1610	2602-0010010 MOBILIZATIONS, EROSION CONTROL	 1.000 EACH	 500.00000		 500.00	
1620	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	 1.000 EACH	 1,000.00000		 1,000.00	
SECTION 0003 PAYMENT ADJUSTMENT INCENTIVE ITEMS NHSX-100-1(79)--3H-57						
1630	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	 49,000.000 EACH	 1.00000		 49,000.00	
1640	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	 41,000.000 EACH	 1.00000		 41,000.00	
SECTION 0004 SIGNING ITEMS NHSX-100-1(84)--3H-57						

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1650	2401-6745355 REMOVAL OF CONCRETE FOOTINGS OF HIGHWAY SIGNS	 3.000 EACH	340.00000		1,020.00	
1660	2402-2720000 EXCAVATION, CLASS 20	 223.000 CY	33.00000		7,359.00	
1670	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	 54.100 CY	390.00000		21,099.00	
1680	2404-7775005 REINFORCING STEEL, EPOXY COATED	 6,572.000 LB	1.40000		9,200.80	
1690	2423-1060080 STEEL OVERHEAD SIGN TRUSS, 80 FT. SPAN	 1.000 EACH	74,000.00000		74,000.00	
1700	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	 27.000 EACH	95.00000		2,565.00	
1710	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	 2.000 EACH	425.00000		850.00	
1720	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	 2.000 EACH	1,000.00000		2,000.00	
1730	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	 2.000 EACH	1,075.00000		2,150.00	
1740	2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	 460.000 LF	14.65000		6,739.00	
1750	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	 57.000 LF	14.00000		798.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1760	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	6.000 EACH	325.00000		1,950.00	
1770	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	20.000 LF	77.00000		1,540.00	
1780	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	33.100 LF	79.00000		2,614.90	
1790	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	281.000 SF	14.00000		3,934.00	
1800	2524-9325150 INSTALL TYPE A SIGN	38.000 EACH	60.00000		2,280.00	
1810	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	416.000 SF	18.00000		7,488.00	
1820	2524-9680250 INSTALL TYPE B SIGN	4.000 EACH	375.00000		1,500.00	
1830	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		2,200.00	
1840	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		1,200.00	
1850	2528-8445113 FLAGGERS	10.000 EACH	335.00000		3,350.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: MO480 Bid Order No.: 107
 Contract ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: LINN

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1860	2528-9290004 CHANGEABLE MESSAGE SIGNS, PORTABLE	20.000 CDAY	50.00000		1,000.00	
1870	2533-4980005 MOBILIZATION	LUMP	LUMP		500.00	
1880	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP	LUMP		500.00	
1890	2599-9999005 ('EACH' ITEM) SIGNING MASTARM + FOOTING, 55 FT	1.000 EACH	12,900.00000		12,900.00	
1900	2599-9999005 ('EACH' ITEM) SIGNING MASTARM + FOOTING, 65 FT	3.000 EACH	14,500.00000		43,500.00	
TOTAL BID						17,864,582.89

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

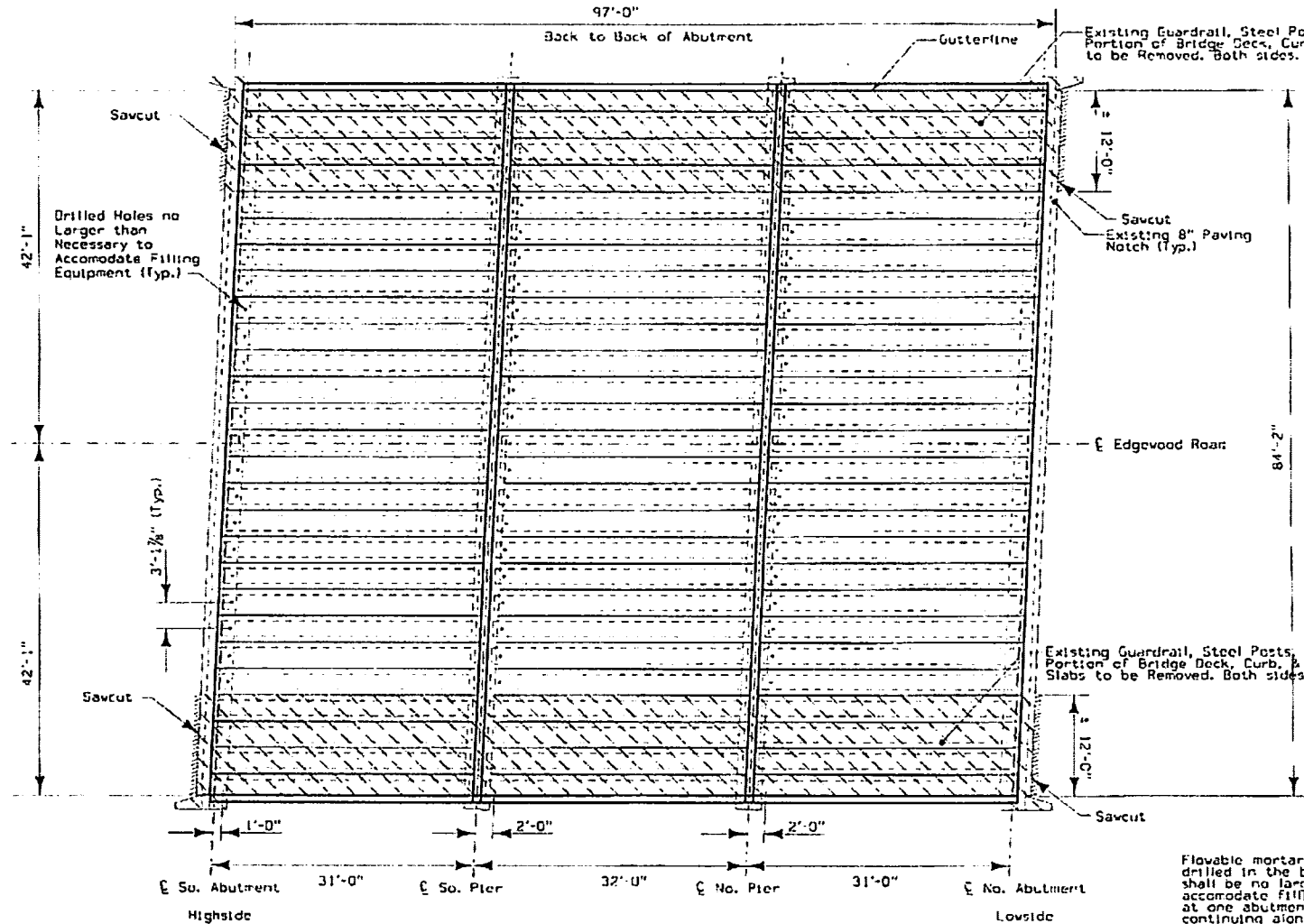
Date of Letting: March 18, 2014
Date of Addendum: February 26, 2014

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
107	57-1001-079	PCC PAVEMENT – GRADE & REPLACE	LINN	NHSX-100-1(66)--3H-57 NHSX-100-1(79)--3H-57 NHSX-100-1(84)--3H-57	18MAR107.A01

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

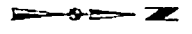
Add the following information to the contract documents:

Attached is a plan sheet from an as-built plan set showing the details of abandoning the existing Edgewood Road Bridge as part of a previous City project. Plans estimated a total of 1,274 CY of flowable mortar. A portion of the original bridge was removed when it was abandoned. Per the as-builts there should be about 60' of deck width remaining and two pier substructures.



PLAN VIEW OF PROPOSED DRILLED HOLE LOCATIONS ON EXISTING BRIDGE DECK

Flowable mortar is placed through holes drilled in the bridge deck as shown. Holes shall be no larger than necessary to accommodate filling equipment. Beginning at one abutment on one side and then continuing along the bridge until the other abutment has been reached and all of the holes filled on one side of the centerline, then by beginning on the other side of the bridge and working the holes nearest the centerline and then to the outside, you can progress along the other half of the bridge. Mortar in the holes shall be removed and replaced with a suitable P.C.C. mixture. Drilled holes may be used as placement locations for flowable mortar or as veeb holes.



A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: March 18, 2014
Date of Addendum: March 3, 2014

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
107	57-1001-079	PCC PAVEMENT – GRADE & REPLACE	LINN	NHSX-100-1(66)--3H-57 NHSX-100-1(79)--3H-57 NHSX-100-1(84)--3H-57	18MAR107.A02

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

Make the following change to the PROPOSAL DETAILS, Page 2:

Replace the PROPOSAL DETAILS, Page 2 with the attached PROPOSAL DETAILS, Page 2.

Make the following change to the PROPOSAL SPECIAL PROVISIONS LIST AND TEXT:

Delete the following Note and Description:

500.01

*** WINTER WORK ***

The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.

Add the following Note and Description:

500.07.2014

*** WINTER WORK ***

Winter work will be allowed during the winter of 2014/2015.
No working days will be charged between November 15, 2014 and April 1, 2015.

500.07.2015

*** WINTER WORK ***

Winter work will be allowed during the winter of 2015/2016.
No working days will be charged between November 15, 2015 and April 1, 2016.

520.05

*** WORKING DAY INFORMATION ***

The sites shown on the 'PROPOSAL DETAILS' are intermediate contract periods. Working days and liquidated damages will be administered independently for each site. Working days will not be carried over between the sites.

PROPOSAL DETAILS

Page: 2

Bid Order No.: 107
 Proposal ID No.: 57-1001-079 Letting Date: March 18, 2014
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.

Site Number	Contract Period/ Site Description		Liquidated Damages
01	LATE START DATE: 04/21/14 TO COMPLETE NHSX-100-1(79)--3H-57	240 WORKING DAYS	\$ 2,000.00
02	APPROXIMATE START DATE: 06/02/14 TO COMPLETE NHSX-100-1(66)--3H-57	200 WORKING DAYS	\$ 2,000.00
03	APPROXIMATE START DATE: 07/07/15 TO COMPLETE NHSX-100-1(84)--3H-57	50 WORKING DAYS	\$ 2,000.00

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PROPOSAL NOTES

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: March 18, 2014
Date of Addendum: March 5, 2014

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
107	57-1001-079	PCC PAVEMENT – GRADE & REPLACE	LINN	NHSX-100-1(66)--3H-57 NHSX-100-1(79)--3H-57 NHSX-100-1(84)--3H-57	18MAR107.A03

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

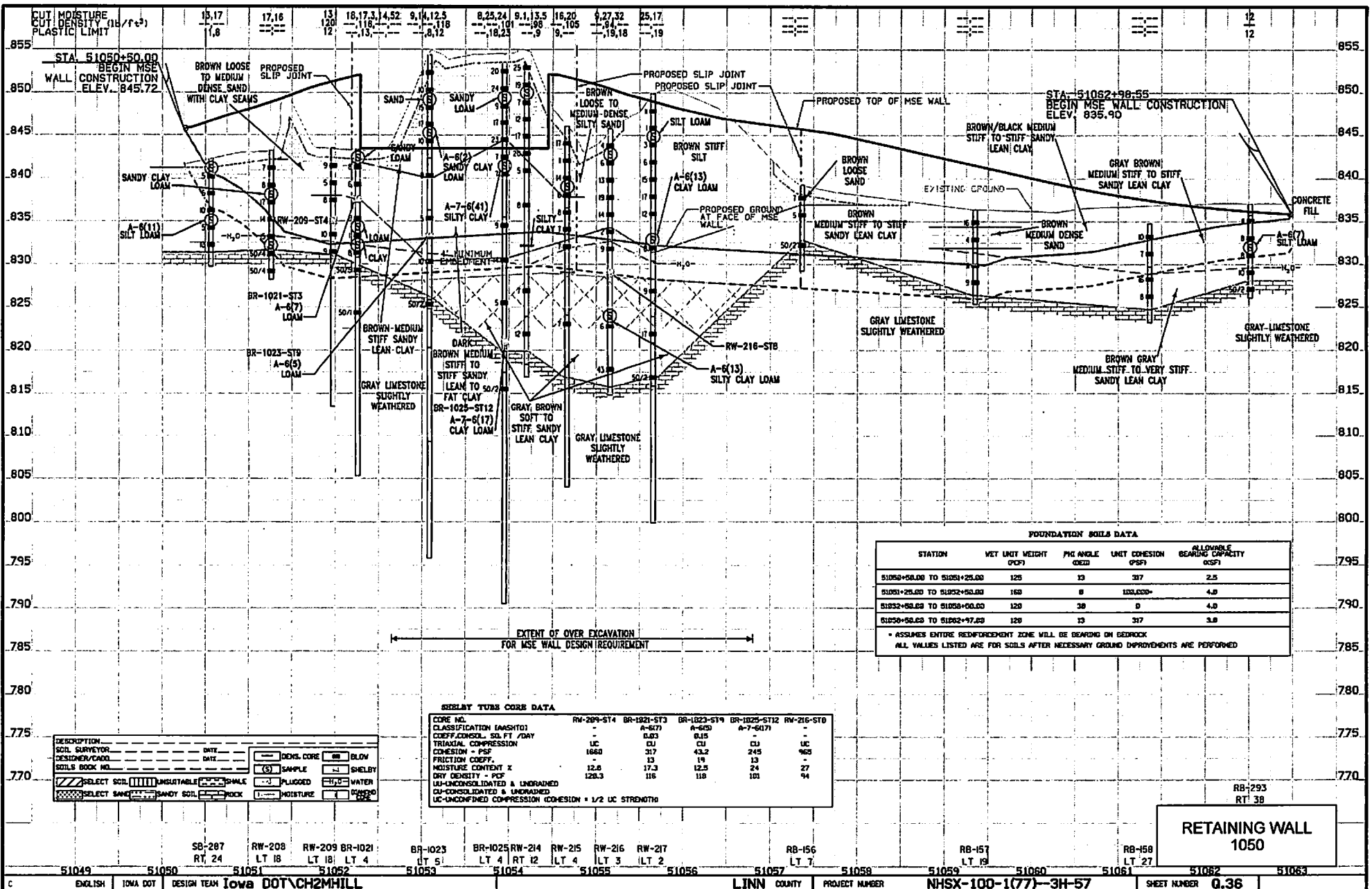
Make the following change to the PLAN for Project No. NHSX-100-1(79)--3H-57:

Replace SHEETS Q.36, Q.38, and Q.40 with the attached SHEETS Q.36, Q.38, and Q.40. The SHEETS have been revised to show correct station ranges.

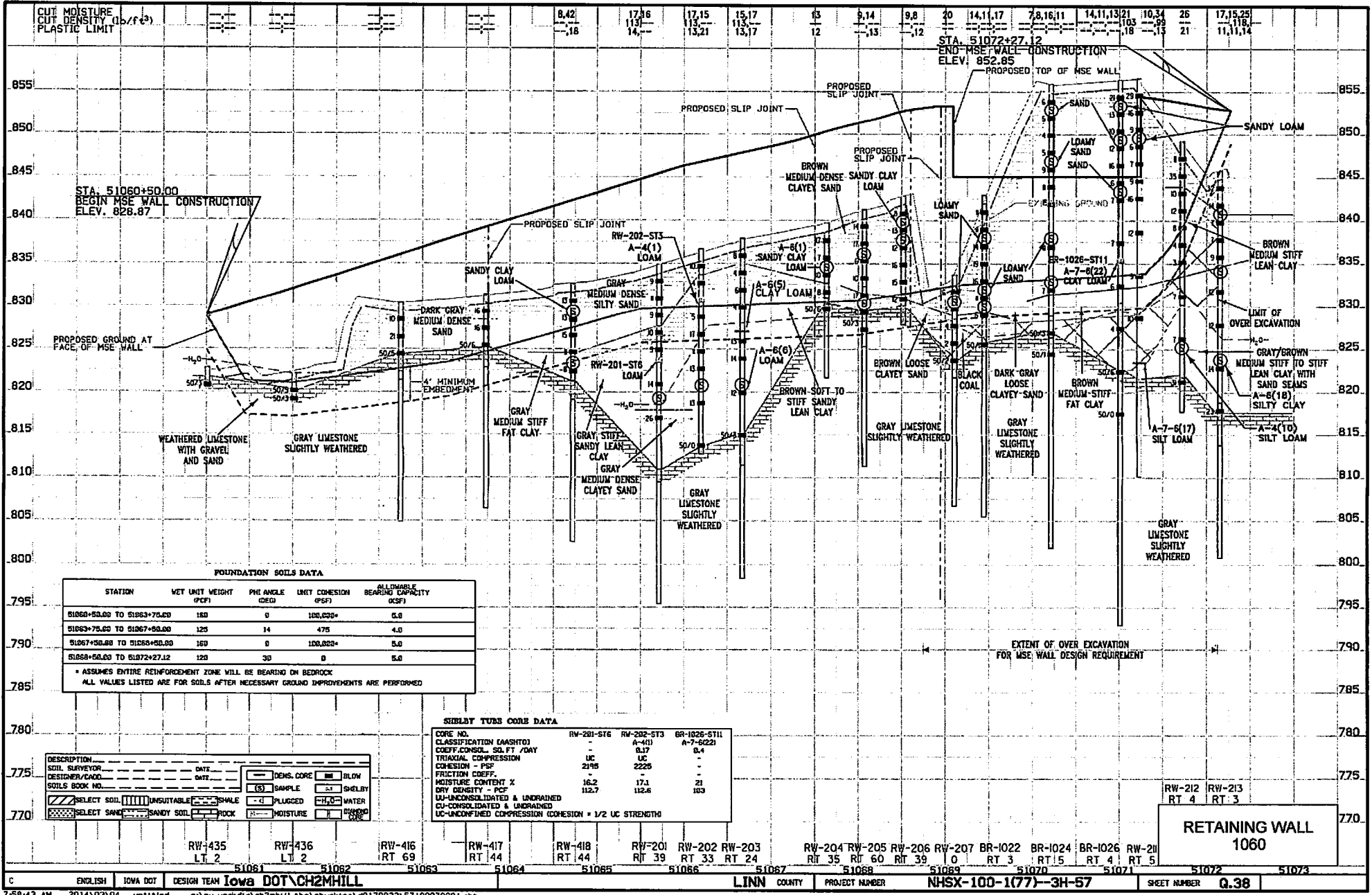
SHEET Q.35 - Q.40:

Change the Project number:

From: NHSX-100-1(77)--3H-57
To: NHSX-100-1(79)--3H-57



RETAINING WALL 1050



FOUNDATION SOILS DATA

STATION	WET UNIT WEIGHT (PCF)	PHI ANGLE (DEG)	UNIT COHESION (PSF)	ALLOWABLE BEARING CAPACITY (KSF)
51060+50.00 TO 51063+75.00	150	0	100,000*	5.0
51063+75.00 TO 51067+50.00	125	14	475	4.0
51067+50.00 TO 51068+50.00	160	0	100,000*	5.0
51068+50.00 TO 51072+27.12	120	30	0	5.0

* ASSUMES ENTIRE REINFORCEMENT ZONE WILL BE BEARING ON BEDROCK
ALL VALUES LISTED ARE FOR SOILS AFTER NECESSARY GROUND IMPROVEMENTS ARE PERFORMED

SHELBY TUBE CORE DATA

CORE NO.	RW-201-ST6	RW-202-ST3	GR-1026-ST11
CLASSIFICATION (ASTM D)	-	A-4(1)	A-7-6(22)
COEFF. CONSOL. SQ. FT / DAY	-	0.17	0.4
TRIAxIAL COMPRESSION	UC	UC	-
COHESION - PSF	2195	2225	-
FRICTION COEFF.	-	-	-
MOISTURE CONTENT %	16.2	17.1	21
DRY DENSITY - PCF	112.7	112.6	153
UU-UNCONSOLIDATED & UNDRAINED	-	-	-
CU-CONSOLIDATED & UNDRAINED	-	-	-
UC-UNDEFINED COMPRESSION (COHESION = 1/2 UC STRENGTH)	-	-	-

DESCRIPTION

SOIL SURVEYOR _____ DATE _____

DESIGNER/CADD _____ DATE _____

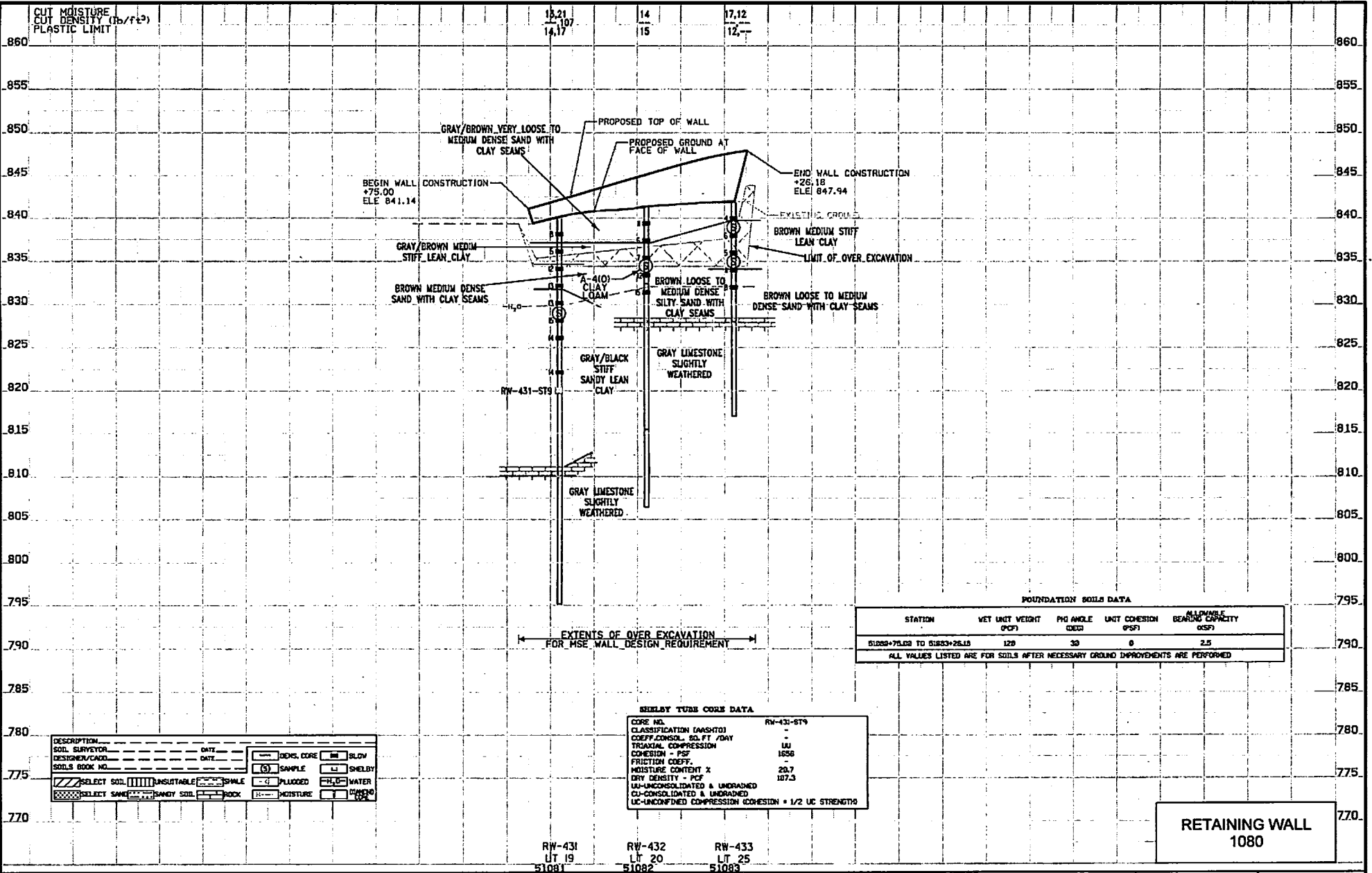
SOILS BOOK NO. _____

SELECT SOIL
 UNSUITABLE
 SHALE
 PLUGGED
 WATER
 SELECT SAND
 SANDY SOIL
 ROCK

DENS. CORE
 BLOW
 SAMPLE
 SHELBY
 MOISTURE
 DRYING OVEN

RW-435 LT. 2 RW-436 LT. 2 RW-416 RT. 69 RW-417 RT. 144 RW-418 RT. 44 RW-201 RT. 39 RW-202 RT. 33 RW-203 RT. 24 RW-204 RT. 35 RW-205 RT. 60 RW-206 RT. 39 RW-207 RT. 0 BR-1022 RT. 3 BR-1024 RT. 15 BR-1026 RT. 4 RW-210 RT. 5

RETAINING WALL 1060



FOUNDATION SOILS DATA

STATION	WET UNIT WEIGHT (PCF)	PHI ANGLE (DEG)	UNIT COHESION (PSF)	ALLOWABLE BEARING CAPACITY (CSF)
61083+76.03 TO 61083+26.18	128	33	0	2.5

ALL VALUES LISTED ARE FOR SOILS AFTER NECESSARY GROUND IMPROVEMENTS ARE PERFORMED

SHREVEY TUBE CORE DATA

CORE NO.	RW-431-879
CLASSIFICATION (AASHTO)	-
COEFF CONSOL. 30. FT / DAY	-
TRIAxIAL COMPRESSION	141
COHESION - PSF	1656
FRICTION COEFF.	-
MOISTURE CONTENT %	20.7
DRY DENSITY - PCF	107.3
UJ-UNCONSOLIDATED & UNDRAINED	
CJ-CONSOLIDATED & UNDRAINED	
UC-UNCONFINED COMPRESSION COHESION = 1/2 UC STRENGTH	

DESCRIPTION	DATE	DESIGNER/CADD	DATE
SOIL SURVEYOR			
SOILS BOOK NO.			

<input type="checkbox"/> DENS. CORE	<input type="checkbox"/> BLOW
<input type="checkbox"/> (S) SAMPLE	<input type="checkbox"/> SHELBY
<input type="checkbox"/> UNSUITABLE	<input type="checkbox"/> SHALE
<input type="checkbox"/> PLUGGED	<input type="checkbox"/> WATER
<input type="checkbox"/> SANDY SOIL	<input type="checkbox"/> ROCK
<input type="checkbox"/> MOISTURE	<input type="checkbox"/> OTHER

RW-431 LT 19 51081
 RW-432 LT 20 51082
 RW-433 LT 25 51083

**RETAINING WALL
1080**

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: March 18, 2014
Date of Addendum: March 14, 2014

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
107	57-1001-079	PCC PAVEMENT – GRADE & REPLACE	LINN	NHSX-100-1(66)--3H-57 NHSX-100-1(79)--3H-57 NHSX-100-1(84)--3H-57	18MAR107.A04

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

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0340 2122-5191004 REINFORCED PAVED SHOULDER:

From: 4,786.000 SY

To: 5,109.000 SY

Change Proposal Line No. 1060 2513-0001000 CONCRETE BARRIER, BA-100:

From: 2,860.000 LF

To: 2,050.000 LF

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

Make the following change to the PLAN for Project No. NHSX-100-1(79)--3H-57:

Replace SHEET C.23 with the attached SHEET C.23.

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: March 18, 2014
Date of Addendum: March 17, 2014

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
107	57-1001-079	PCC PAVEMENT – GRADE & REPLACE	LINN	NHSX-100-1(66)--3H-57 NHSX-100-1(79)--3H-57 NHSX-100-1(84)--3H-57	18MAR107.A05

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

Make the following change to the PLAN for Project No. NHSX-100-1(66)--3H-57:

SHEET 8:

Delete Note 1 and replace with the following:

1. All drilled shaft installations shall be inspected by a qualified professional geotechnical engineer hired by the contractor.
 - The geotechnical engineer shall have a minimum of 5 years experience with at least 3 successful drilled shaft projects completed of similar size and scope.
 - The geotechnical engineer shall ensure that the drilled shafts are constructed in accordance with the specifications and plans.
 - A qualified geotechnical inspector working under the direction of the qualified professional geotechnical engineer may inspect the shaft installation in lieu of the aforementioned engineer. Both the inspector and engineer must meet the experience requirements of Note 1.

Delete Note 7 and replace with the following:

7. At least three 2" minimum diameter air-track or mud-rotary drill holes shall be advanced at each shaft location prior to the drilled shaft installation. The probes or drill hole shall be extended to a minimum of 15 feet below the shaft tip elevation and installed in accordance with the following requirements. The mud rotary drill hole shall be drilled in accordance with Iowa DOT Design Manual Geotechnical Design Chapter 200 and 200i-1 Appendix A- dated 1/15/2014.
 - Provide the logs of air track probing or drill hole for engineer to develop final drilled shaft tip elevation.
 - If voids, soil seams, or solution channels are detected, the engineer shall be contacted for potential deeper probing or drill hole depth.
 - If the probe hole or drill hole has a diameter of 8" or greater, the probe hole can be filled with drilled shaft concrete in lieu of grout. Otherwise, fill probe holes or drill hole with neat cement grout.
 - Drilled shaft installation shall not proceed until all the probes or drill holes have been drilled, and the resulting data submitted to the engineer. The engineer will determine the final tip elevation based on the results of the probing or the drill holes.

- The contractor shall develop the schedule such that all the probes or the drill hole can be performed as early as possible and the record of the air-track probes or the drill hole shall be submitted to the engineer for evaluations and issuance of the final tip elevations. The contractor shall allow the engineer 15 working days to evaluate and issue the final tip elevations.
- Measure the probes or drill holes from the existing ground surface elevation to the bottom of the drilled holes, to the nearest 6", as determined by the engineer.
- Payment is full compensation for all equipment, labor, and materials necessary to satisfactorily complete the air-track probe or drill holes including: drilling and excavation of probe or drill hole, furnishing and placing of grout or concrete backfill, disposal of excavated materials, water, and all other materials.

Make the following change to the PLAN for Project No. NHSX-100-1(79)--3H-57:

SHEET C.5

Add the following note to the ESTIMATE REFERENCE INFORMATION for the item 2432-0000100, MECHANICALLY STABILIZED EARTH RETAINING WALL:

10 x 5 panels can be used in place of the 5 x 5 panels shown in the plans. When using the larger panels the integral color, texture, and horizontal rustication treatments must remain as detailed for the smaller 5 x 5 panels. Once the Contractor has shop drawings available, they will need to be reviewed.

SHEETS C.8, U.38 AND V.9

Replace Sheets C.8, U.38, and V.9 with the attached Sheets C.8, U.38, and V.9.

ESTIMATE REFERENCE INFORMATION

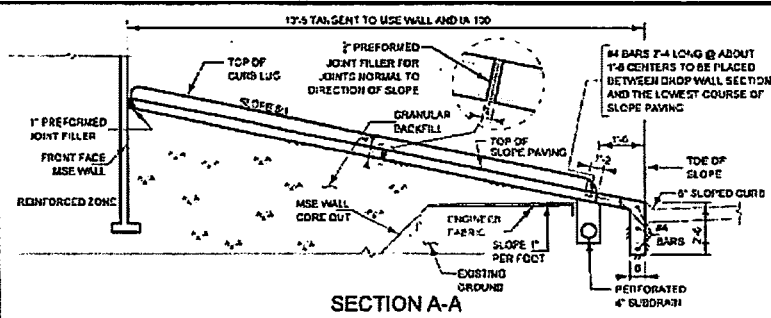
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10-29-07

ESTIMATE REFERENCE INFORMATION

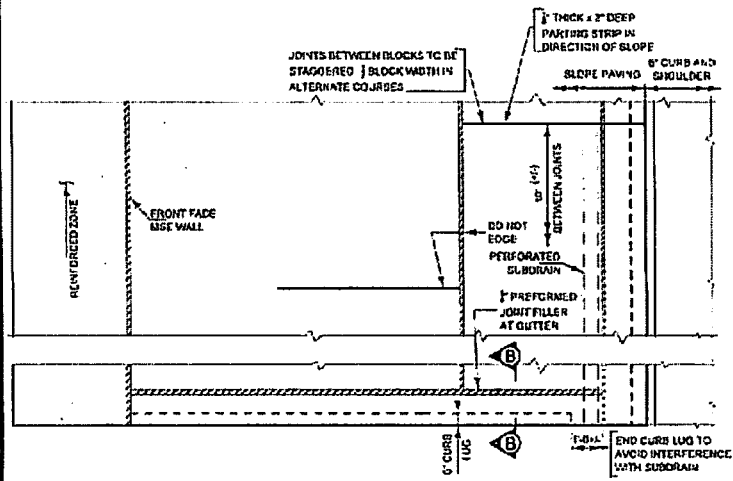
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10-29-07

Item No.	Item Code	Description
129	2599-9999010	<p>16 IN. DIA. DIP WATER MAIN ABANDONMENT & REMOVAL. This item is for abandonment or removal of approximately 1710 linear feet of 16-inch diameter ductile iron pipe water main and appurtenances generally between North River Boulevard and the South by-Wee Access Road. The location of the existing water main is expected to be a minimum of 5'-6" below existing grade. The Contractor shall cut and remove the existing water main pipe and appurtenances as needed at locations where processed or temporary excavation exposes the existing pipe or where existing water main will be within 48" of the proposed finished grade. Areas of removal shall be backfilled with suitable Class 10 material as part of roadway embankment and interchange grading construction. Water main removal includes the removal of any appurtenances such as valves, valve boxes, hydrants, elbows/bends, air relief valve risers, sleeves, fittings, and pipe restraining structures and equipment, that are located along the section of pipe being removed. As-built plans suggest that joints have gripper gaskets.</p> <p>Locations where the existing pipe remains a minimum 48" below finished grade and does not conflict with future roadway and drainage elements can remain in place and abandoned. Sections abandoned shall be capped and grouted solid. All appurtenances located above existing grade along the section of abandoned water main shall be removed. Fill the water main being abandoned with flowable mortar or C150 per SDMS Standard Specification Section 2010 by gravity flow or pumping.</p> <p>The Engineer estimates that approximately 600 linear feet of the existing water main will need to be removed with the other 1080 feet being able to remain in place and abandoned.</p> <p>The existing 16-inch water main cannot be removed from service until a new water main located along Doherty Ferry Road between IA 100 and Blairs Ferry Road is constructed and operational. The Contractor shall coordinate with the City of Cedar Rapids and the Doherty Ferry utility contractor to verify the date the existing main along Edgewood Road can be taken out of service. The Doherty Ferry water main is being constructed under a separate City of Cedar Rapids project number 2014058.</p> <p>While the existing 16-inch water main is in service, it will be necessary to remove some water utility appurtenances located above existing grade. This is to accommodate detour and staging needs for construction of the proposed Edgewood Road bridge over IA 100 mainline. These removals include at a minimum a fire hydrant and valve box located on the west side of Edgewood Road near Station 7511+00. Removal of such appurtenances shall be completed without service interruptions.</p> <p>Once the existing water main is taken out of service, all other above ground appurtenances shall be removed. In areas of water main abandonment, removal of these appurtenances shall be to a minimum depth of 48-inches below the existing or finished grade elevation.</p> <p>Method of Measurement: Lump Sum</p> <p>Basis of Payment: The contractor will be paid the contract unit price for this lump sum item. The lump sum payment will be full compensation for all materials, equipment, and operations necessary for removal or abandonment of water main pipe and appurtenances including water valves and valve boxes, hydrants, air relief valve risers, bends/elbows, sleeves, and fittings, and pipe restraining structures and equipment. Backfill in the case of water main removal and grout for water main abandonment are considered incidental to the removal or abandonment of the water main pipe.</p>
130	2599-9999014	<p>PORTLAND CEMENT CONCRETE (PCC) PAVERS. Includes all costs associated with furnishing and installing the pavers in accordance with plans and special provisions. Refer to Special Provision "PCC Pavers" and Sheet U.11 for details.</p>
131	2599-9999014	<p>INTEGRAL THIN VENEER BRICK FOR STRUCTURAL CONCRETE. Refer to Special Provision "Integral Thin Veneer Brick for Structural Concrete". Item is to be applied to both faces of the aesthetic concrete barrier. Construction of the concrete aesthetic barrier will be paid for separately.</p>
132	2599-9999018	<p>SLOPE PROTECTION, WASHED GRAVEL. Includes furnishing and placing engineering fabric and washed gravel at front face of bridge abutments. Refer to Sheet V.13 for details. All excavation and compaction required to place washed gravel is incidental to this item.</p>
133	2601-261108	<p>MULCHING. Mulching shall be applied as described in Standard Specification 2601. After seeding, mulch all areas disturbed by clearing and grubbing, grading and paving operations.</p>
134	2601-2613020	<p>CONCRETE SLOPE PROTECTION. Includes furnishing and placing engineering fabric, Class III structural concrete, 48 inches thick, prepared joint filler, commercial structural grouting material, and all required materials, labor, and equipment. Refer to Sheet U.16 for concrete slope protection details.</p>
135	2601-2622120	<p>STABILIZING CROP - SEEDING AND FERTILIZING (URBAN) See Standard Specification 2601.07.8 for Urban Seeding mix details. Seed and fertilize all areas disturbed by clearing and grubbing, grading, and paving operations.</p>
136	2602-0060020	<p>SILT FENCE. Refer to Tabulation 100-17 "Tabulation of Silt Fence" on Sheet C.12. The tabulation includes estimated locations for placement of "Silt Fence" to address erosion to be encountered during construction. Verify the specific locations with the Engineer prior to beginning placement. Bid item includes 25% additional quantity for field adjustments and replacements.</p>

Item No.	Item Code	Description
137	2602-0060010	<p>SILT FENCE FOR DITCH CHECKS. Refer to Tabulation 100-18 "Silt Fence for Ditch Checks" on Sheet C.12. The tabulation includes estimated locations for placement of "Silt Fence for Ditch Checks" to address erosion to be encountered during construction. Verify the specific locations with the Engineer prior to beginning placement. Bid item includes 25% additional quantity for field adjustments and replacements.</p>
138	2602-0060070	<p>REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS. This item is included for silt fence and silt fence for ditch check removal required for staging reasons, removal to allow for replacement (replacement to be paid separately), or for areas that have achieved 70% permanent growth.</p>
139	2602-0060180	<p>MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK. This item is included for clean-out and repair of the silt fence and silt fence for ditch checks during the project.</p>
140	2602-0060110	<p>PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA. Refer to Standard Specification 2602. These temporary erosion control devices can be used when weather, site conditions, or contractor staging do not lend themselves to silt fence placement. Prior to placement, the Engineer shall approve placement of these devices in lieu of silt fence. All perimeter and slope sediment control devices shall be removed and replaced with silt fence prior to the end of construction unless approved by the Engineer. Quantity estimated using 10% of the silt fence quantity up to a maximum of 1000 feet for each of the 12-inch and 20-inch perimeter and slope sediment control devices. Installation of silt fence in place of these devices will be paid for at the contract unit price for Silt Fence and per Standard Specification 2602.</p>
141	2602-0060110	<p>PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA. Refer to Standard Specification 2602. These temporary erosion control devices can be used when weather, site conditions, or contractor staging do not lend themselves to silt fence placement. Prior to placement, the Engineer shall approve placement of these devices in lieu of silt fence. All perimeter and slope sediment control devices shall be removed and replaced with silt fence prior to the end of construction unless approved by the Engineer. Quantity estimated using 10% of the silt fence quantity up to a maximum of 1000 feet for each of the 12-inch and 20-inch perimeter and slope sediment control devices. Installation of silt fence in place of these devices will be paid for at the contract unit price for Silt Fence and per Standard Specification 2602.</p>
142	2602-0060110	<p>REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE. Item is for removal of perimeter slope control devices placed as part of this project required to meet construction staging and site needs. Quantity is assumed to be 50% of the quantity installed for both 12 inch diameter and 20 inch diameter devices. Refer to Standard Specification 2602 for additional information.</p>
143	2602-0010010	<p>VEGETATION, EROSION CONTROL.</p>
144	2602-0010020	<p>MOBILIZATION, EMERGENCY EROSION CONTROL. See Standard Specification 2602.</p>



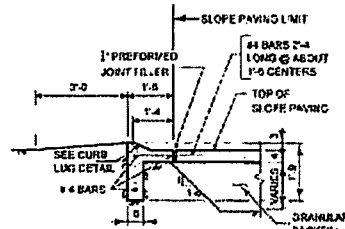
SECTION A-A



PART SLOPE PAVING PLAN

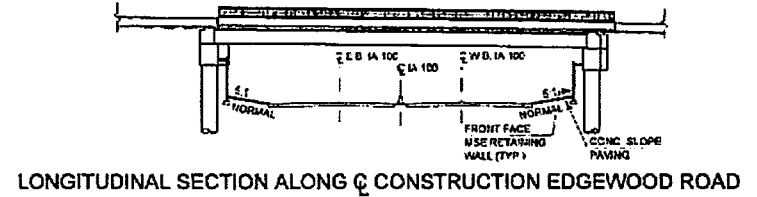
GENERAL NOTES:

- THIS PLAN SHEET SHOWS DETAILS FOR PLACING PORTLAND CEMENT CONCRETE SLOPE PAVING UNDER THE EDGEWOOD RD BRIDGE
- THE CURRENT SPECIFICATIONS OF THE IOWA DEPARTMENT OF TRANSPORTATION SHALL APPLY WITH MODIFICATIONS OR ADDITIONS LISTED BELOW
- R15M - CLASS 1, FLOATED SURFACE FINISH
- CURB - CURB AS PER CURRENT SPECIFICATIONS
- GRANULAR BACKFILL SHALL BE PLACED AND MEET REQUIREMENTS OF 424.00.01 WALL GRANULAR BACKFILL REFER TO STANDARD SPECIFICATION 2432 FOR DETAILS
- FOR SLOPE PREPARATION - THE BRIDGE BERM FOR SLOPE SHALL BE COMPACTED AND GRADED AS SHOWN IN SECTION A-A ON THIS SHEET. THE BERM FOR SLOPE SHALL BE FIRM WHEN THE ENGINEERING FABRIC IS PLACED
- ENGINEERING FABRIC SHALL BE IN ACCORDANCE WITH ARTICLE 410.01, B, 2, OF THE STANDARD SPECIFICATIONS
- IF THE ENGINEERED FABRIC IS LAPPED, THE LAPS SHALL BE A MINIMUM OF ONE FOOT IN LENGTH, SHINGLE FASHION WITH UP SLOPE LAP PIECE ON TOP AND 3" APPLIED FOR CONTINUITY

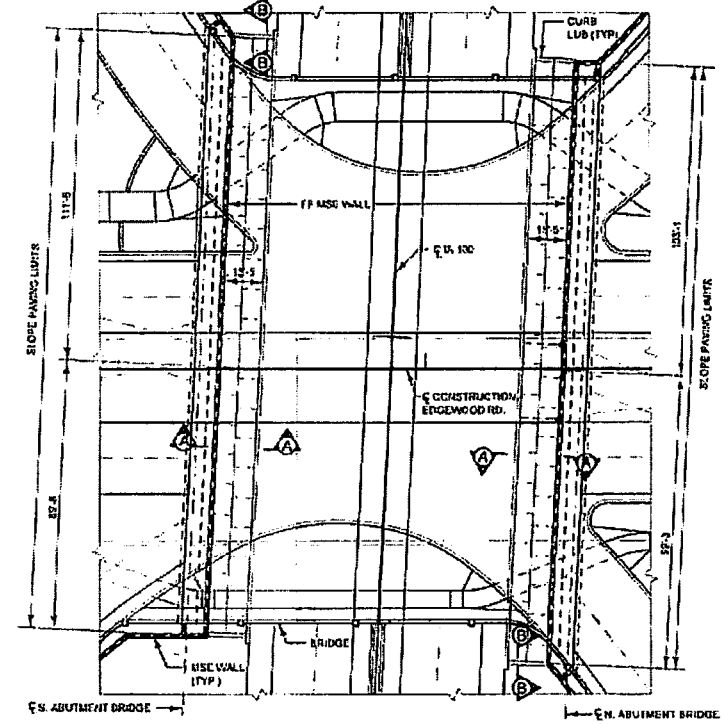


SECTION B-B

CURB LUG DETAIL



LONGITUDINAL SECTION ALONG C CONSTRUCTION EDGEWOOD ROAD



SLOPE PAVING PLAN LAYOUT

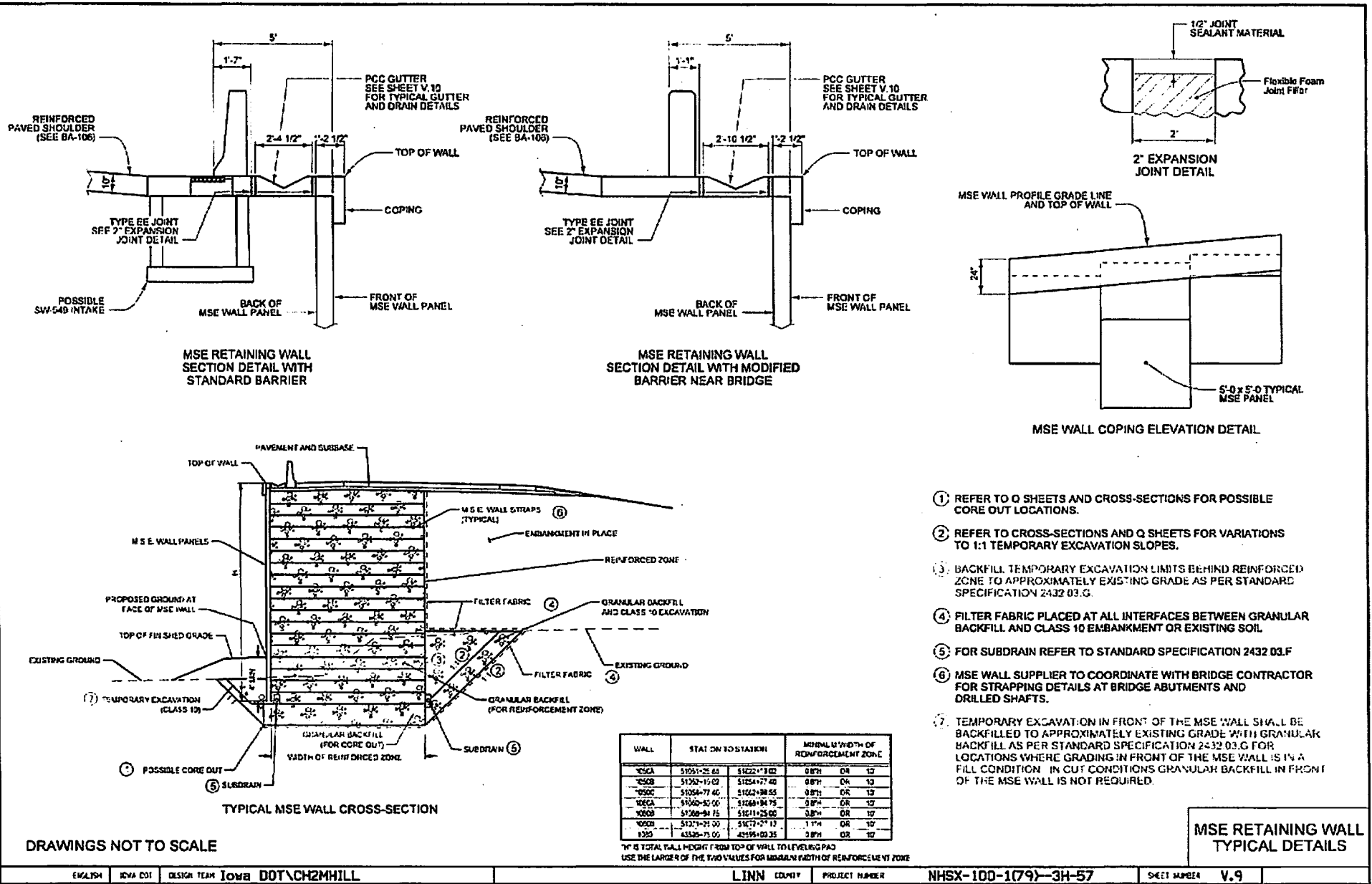
THE CAST IN PLACE CONCRETE IS TO BE POURED IN TWO APPROXIMATELY 7' WIDE COURSES, BUT BOTH COURSES ON ONE SLOPE SHOULD HAVE APPROXIMATELY EQUAL WIDTHS. ADJACENT COURSES SHALL NOT BE POURED WITHIN 15 HOURS OF ONE ANOTHER. THE JOINTS IN THE DIRECTION OF THE SLOPE ARE TO BE STAGGERED ABOUT 1/2 BLOCK WIDTH.

PAVEMENT FOR CONCRETE SLOPE PAVING SHALL BE MADE ON A SQUARE YARD BASIS FOR SLOPE PAVING CONSTRUCTED. THE UNIT PRICE BID PER SQUARE YARDS IS TO INCLUDE COSTS OF ALL MATERIALS AND LABOR REQUIRED TO CONSTRUCT THE SLOPE PROTECTION AS SHOWN ON THESE PLANS. AS DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED INCIDENTAL TO PLACING THE CONCRETE SLOPE PAVING. SHOULDER SHOULD INCLUDE EXCAVATION FROM THE GRADING SURFACE SHOWN.

WHERE EROSION CONTROL WORK IS COMPLETED THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PLANT MATERIALS DESTROYED ADJACENT TO SLOPE PROTECTION AREA. THE CONTRACTOR SHALL REPLANT, RESEED AND REMULCH ALL AREAS IN ACCORDANCE WITH SECTION 2561 OF THE STANDARD SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.

CONCRETE SLOPE PAVING DETAILS SHEET 1 OF 1

ENGLISH	IOWA DOT	DESIGN TEAM	IOWA DOT/CH2MHILL	LINN COUNTY	PROJECT NUMBER	NHSX-100-1(79)-3H-57	SHEET NUMBER	U.38
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- 1 REFER TO Q SHEETS AND CROSS-SECTIONS FOR POSSIBLE CORE OUT LOCATIONS.
- 2 REFER TO CROSS-SECTIONS AND Q SHEETS FOR VARIATIONS TO 1:1 TEMPORARY EXCAVATION SLOPES.
- 3 BACKFILL TEMPORARY EXCAVATION LIMITS BEHIND REINFORCED ZONE TO APPROXIMATELY EXISTING GRADE AS PER STANDARD SPECIFICATION 2432.03.G.
- 4 FILTER FABRIC PLACED AT ALL INTERFACES BETWEEN GRANULAR BACKFILL AND CLASS 10 EMBANKMENT OR EXISTING SOIL.
- 5 FOR SUBDRAIN REFER TO STANDARD SPECIFICATION 2432.03.F
- 6 MSE WALL SUPPLIER TO COORDINATE WITH BRIDGE CONTRACTOR FOR STRAPPING DETAILS AT BRIDGE ABUTMENTS AND DRILLED SHAFTS.
- 7 TEMPORARY EXCAVATION IN FRONT OF THE MSE WALL SHALL BE BACKFILLED TO APPROXIMATELY EXISTING GRADE WITH GRANULAR BACKFILL AS PER STANDARD SPECIFICATION 2432.03.G FOR LOCATIONS WHERE GRADING IN FRONT OF THE MSE WALL IS IN A FILL CONDITION. IN CUT CONDITIONS GRANULAR BACKFILL IN FRONT OF THE MSE WALL IS NOT REQUIRED.

DRAWINGS NOT TO SCALE

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

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

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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ELECTRICIANS: (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)

ZONE 1, ZONE 2, AND ZONE 3	20.55	5.70
ZONE 4	19.25	5.70
ZONE 5	17.00	5.70

IRONWORKERS: (SETTING OF STRUCTURAL STEEL)

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

LABORERS:

	Rates	Fringes
ZONE 1 AND ZONE 2		
GROUP AA	21.01	7.65
GROUP A	20.21	7.65
GROUP B	18.33	7.65
GROUP C	15.10	7.65
ZONE 3		
GROUP AA	21.01	7.65
GROUP A	20.21	7.65
GROUP B	18.33	7.65
GROUP C	15.10	7.65
ZONE 4		
GROUP A	17.40	7.65
GROUP B	16.08	7.65
GROUP C	13.20	7.65
ZONE 5		
GROUP A	17.95	6.00
GROUP B	15.20	6.00
GROUP C	14.60	6.00

POWER EQUIPMENT OPERATORS:

ZONE 1		
GROUP A	26.85	12.90
GROUP B	25.25	12.90
GROUP C	22.75	12.90
GROUP D	22.75	12.90
ZONE 2		
GROUP A	26.10	12.90
GROUP B	24.50	12.90
GROUP C	21.95	12.90
GROUP D	21.95	12.90
ZONE 3		
GROUP A	26.70	15.10
GROUP B	24.90	15.10
GROUP C	23.90	15.10
GROUP D	23.90	15.10

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ZONE 4		
GROUP A	25.50	8.55
GROUP B	24.36	8.55
GROUP C	22.28	8.55
GROUP D	22.28	8.55
ZONE 5		
GROUP A	22.07	6.80
GROUP B	21.03	6.80
GROUP C	19.70	6.80
GROUP D	18.70	6.80
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)		
ZONE 1	19.65	9.60
ZONE 2	19.65	9.60
ZONE 3	19.65	9.60
ZONE 4	19.70	5.35
ZONE 5	17.75	5.35

ZONE DEFINITIONS

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

LABORER CLASSIFICATIONS - ALL ZONES

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

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

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

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

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

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

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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.

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

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)).

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

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 05-13-2010. SU indicates the rates are bot union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later,

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05/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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- 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