

# CONTRACT

FA96 (Form 850019)  
05-13

Letting Date: May 17, 2016 Contract ID: 27-0351-155 Bid Order No.: 103  
County: DECATUR Project Engineer: CHARITON RCE  
Cost Center: 601000 Object Code: 890 DBE Commitment: \$405,000.  
Contract Work Type: PCC PAVEMENT - GRADE/REPLACE

2016 MAY 22 10:13 AM

This agreement made and entered by and between the IOWA DEPARTMENT OF TRANSPORTATION,  
CONTRACTING AUTHORITY, AND  
FLYNN COMPANY, INC. OF DUBUQUE, IA, (FL120), 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 05/12/2016.

PROJECT: IMX-035-1(155)0--02-27 COUNTY: DECATUR  
WORK TYPE: PCC PAVEMENT - GRADE/REPLACE ACCOUNTING ID: 33504  
ROUTE: I-35 LENGTH (MILES): 6.2  
LOCATION: MISSOURI STATE LINE TO S OF THE DECATUR CO  
REST AREA (NBL)  
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
PROJECT AMOUNT: \$12,267,300.00

PROJECT: IMN-035-1(167)0--0E-27 COUNTY: DECATUR  
WORK TYPE: TRAFFIC SIGNS ACCOUNTING ID: 33505  
ROUTE: I-35 LENGTH (MILES): 24.31  
LOCATION: MISSOURI STATE LINE TO S OF THE DECATUR CO  
REST AREA (NBL)  
NON-FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
PROJECT AMOUNT: \$122,076.60

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: DS-15005, DS-15011, DS-15038, FHWA-1273.06, GS-15002, IAL6-1.0, MO15-1.3, SP-150117, SS-15002, SS-15003, SS-15004, ADDENDUMS: 17MAY103.A01, 17MAY103.A02, 17MAY103.A03

Contractor, for and in considerations of \$12,389,376.60 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 [Signature] Contractor

Contractor (if joint venture)

By [Signature] Contracting Authority

**MAY 26 2016**  
Contract Award Date

Iowa DOT Concurrence

For Local Agency Contracts

Concurrence Date

Letting Date: May 17, 2016 Contract ID: 27-0351-155 Bid Order No. : 103

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

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
CONTRACT	. 0 WORKING DAYS	\$0.00
01	CONTRACT COMPLETION DATE: 11/18/2016 TO COMPLETE WORK IN NB/SB LANES REQUIRING LANE CLOSURE	\$2,500.00
02	LATE START DATE 04/17/2017 20 WORKING DAYS TO COMPLETE EROSION CONTROL, MISC. WORK WITH NO LANE CLOSURE	\$2,500.00

CONTRACT NOTES

\*\*\* NO EXCUSE ROAD OPENING BONUS \*\*\*

THE CONTRACTOR WILL BE PAID THE PREDETERMINED LUMP SUM AMOUNT SHOWN IN THE PROPOSAL SCHEDULE OF PRICES FOR THE BID ITEM 'NO EXCUSE ROAD OPENING BONUS' FOR COMPLETING CONSTRUCTION SO THAT ALL LANES NB AND SB ON I-35 INCLUDING THE RAMPS ARE OPEN TO TRAFFIC ON OR BEFORE THE CALENDAR DATE SHOWN.

COMPLIANCE REQUIRES THAT THE CONTRACTOR MUST HAVE ALL LANES NB AND SB ON I-35 INCLUDING THE RAMPS OPEN TO TRAFFIC WITH NO FURTHER LANE CLOSURES. ANY OTHER DELAYS DUE TO WEATHER, CHANGE ORDERS, OVERRUNS OF QUANTITIES, UTILITY DELAYS, OR ANY OTHER DELAYS WILL NOT BE CONSIDERED AS JUSTIFICATION TO MODIFY THE CALENDAR DATE.

\*\*\*SITE 01\*\*\*

TO COMPLETE ALL WORK SO THAT ALL LANES NB AND SB ON I-35 INCLUDING THE RAMPS ARE OPEN TO TRAFFIC ON OR BEFORE THE CALENDAR DATE SHOWN.

\*\*\*SITE 02\*\*\*

TO COMPLETE EROSION CONTROL AND OTHER WORK WHICH DOES NOT REQUIRE A LANE CLOSURE.

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
SECTION 0001 ROADWAY ITEMS						
IMX-035-1(155)0--02-27						
0010	2101-0850001 CLEARING AND GRUBBING	27.000 ACRE	3,200.00000		86,400.00	
0020	2101-0850002 CLEARING AND GRUBBING	219.000 UNIT	50.00000		10,950.00	
0030	2102-0425071 SPECIAL BACKFILL	53,631.500 CY	15.60000		836,651.40	
0040	2102-2625000 EMBANKMENT-IN-PLACE	530.200 CY	8.50000		4,506.70	
0050	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	130,240.000 CY	2.80000		364,672.00	
0060	2102-2710090 EXCAVATION, CLASS 10, WASTE	74,656.000 CY	5.10000		380,745.60	
0070	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	25.000 CY	100.00000		2,500.00	
0080	2102-2713090 EXCAVATION, CLASS 13, WASTE	106,333.000 CY	6.10000		648,631.30	
0090	2105-8425011 TOPSOIL, SPREAD	12,317.000 CY	3.50000		43,109.50	
0100	2105-8425020 TOPSOIL, STRIP AND STOCKPILE	21,675.000 CY	3.10000		67,192.50	
0110	2107-0875100 COMPACTION WITH MOISTURE CONTROL	42,757.000 CY	0.80000		34,205.60	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0120	2111-8174100 GRANULAR SUBBASE	113,471.800 SY	6.50000		737,566.70	
0130	2121-7425010 GRANULAR SHOULDERS, TYPE A	387.000 TON	32.80000		12,693.60	
0140	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	95.600 SY	85.00000		8,126.00	
0150	2123-7450000 SHOULDER CONSTRUCTION, EARTH	644.800 STA	100.00000		64,480.00	
0160	2125-2225050 RESHAPING DITCHES	2.000 STA	1,400.00000		2,800.00	
0170	2214-5145150 PAVEMENT SCARIFICATION	2,178.700 SY	8.00000		17,429.60	
0180	2301-0690203 BRIDGE APPROACH, BR-203	926.300 SY	188.00000		174,144.40	
0190	2301-1004110 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 11 IN.	93,109.200 SY	34.43000		3,205,749.76	
0200	2303-0043504 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4	143.400 TON	250.00000		35,850.00	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0210	2303-0063502 HOT MIX ASPHALT MIXTURE (30,000,000 ESAL), SURFACE COURSE, 1/2 IN. MIX, FRICTION L-2	46.700 TON	300.00000		14,010.00	
0220	2303-0245828 ASPHALT BINDER, PG 58-28	8.600 TON	500.00000		4,300.00	
0230	2303-0247022 ASPHALT BINDER, PG 70-22	2.800 TON	1,500.00000		4,200.00	
0240	2304-0100000 DETOUR PAVEMENT	8,918.000 SY	44.89000		400,329.02	
0250	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP	LUMP		80,000.00	
0260	2402-0425040 FLOODED BACKFILL	1,155.000 CY	39.00000		45,045.00	
0270	2402-2720000 EXCAVATION, CLASS 20	1,294.000 CY	8.00000		10,352.00	
0280	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	2.000 EACH	1,300.00000		2,600.00	
0290	2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	4.000 EACH	1,900.00000		7,600.00	
0300	2416-0100072 APRONS, CONCRETE, 72 IN. DIA.	2.000 EACH	3,350.00000		6,700.00	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0310	2416-0101036 REMOVE AND REINSTALL CONCRETE PIPE APRONS LESS THAN OR EQUAL TO 36 IN.	19.000 EACH	650.00000		12,350.00	
0320	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	16.000 LF	110.00000		1,760.00	
0330	2416-1180036 CULVERT, CONCRETE ROADWAY PIPE, 36 IN. DIA.	192.000 LF	95.00000		18,240.00	
0340	2416-1180072 CULVERT, CONCRETE ROADWAY PIPE, 72 IN. DIA.	160.000 LF	300.00000		48,000.00	
0350	2416-1541036 REMOVE AND REINSTALL RIGID PIPE CULVERT LESS THAN OR EQUAL TO 36 IN.	192.000 LF	85.00000		16,320.00	
0360	2417-0225024 APRONS, METAL, 24 IN. DIA.	12.000 EACH	315.00000		3,780.00	
0370	2417-1060024 CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	412.000 LF	50.00000		20,600.00	
0380	2417-1060036 CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	18.000 LF	105.00000		1,890.00	
0390	2417-2307036 DRAIN, CORRUGATED METAL SLOTTED PIPE, 36 IN., W/6 IN. GRATE	110.000 LF	110.00000		12,100.00	
0400	2417-5895018 BEVELED PIPE AND GUARD, 18 INCH	4.000 EACH	1,300.00000		5,200.00	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0410	2422-0360024 APRONS, UNCLASSIFIED, 24 IN. DIA.	8.000 EACH	300.00000		2,400.00	
0420	2422-1723018 CULVERT, UNCLASSIFIED ROADWAY PIPE, 18 IN. DIA.	299.000 LF	24.00000		7,176.00	
0430	2422-1723024 CULVERT, UNCLASSIFIED ROADWAY PIPE, 24 IN. DIA.	469.000 LF	38.00000		17,822.00	
0440	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	33,082.700 LF	6.42000		212,390.93	
0450	2502-8215106 SUBDRAIN, CORRUGATED METAL PIPE, 6 IN. DIA.	156.000 LF	25.00000		3,900.00	
0460	2502-8221304 SUBDRAIN OUTLET, DR-304	118.000 EACH	170.00000		20,060.00	
0470	2503-0500401 BRIDGE END DRAIN, DR-401	4.000 EACH	2,105.00000		8,420.00	
0480	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	237.500 LF	8.00000		1,900.00	
0490	2505-4008300 STEEL BEAM GUARDRAIL	487.500 LF	15.00000		7,312.50	
0500	2505-4008400 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION	2.000 EACH	1,780.00000		3,560.00	
0510	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	2.000 EACH	150.00000		300.00	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0520	2505-4021720 STEEL BEAM  GUARDRAIL TANGENT END  TERMINAL, BA-205	 2.000   EACH	 2,300.00000		 4,600.00	
0530	2505-6000111 HIGH  TENSION CABLE GUARDRAIL	 311.000   LF	 20.00000		 6,220.00	
0540	2505-6000121 HIGH  TENSION CABLE GUARDRAIL,  END ANCHOR	 2.000   EACH	 1,950.00000		 3,900.00	
0550	2507-3250005 ENGINEERING  FABRIC	 629.100   SY	 4.10000		 2,579.31	
0560	2507-8029000 EROSION  STONE	 581.000   TON	 42.90000		 24,924.90	
0570	2510-6745850 REMOVAL OF  PAVEMENT	 156,649.500   SY	 5.35000		 838,074.83	
0580	2518-0470005 CROSSOVER  BARRICADE	 1.000   EACH	 3,400.00000		 3,400.00	
0590	2518-6910000 SAFETY  CLOSURE	 20.000   EACH	 100.00000		 2,000.00	
0600	2519-3280000 FENCE,  FIELD	 65,135.400   LF	 2.45000		 159,581.73	
0610	2519-3300400 FIELD FENCE  BRACE PANELS	 758.000   EACH	 150.00000		 113,700.00	
0620	2520-3350010 FIELD  LABORATORY	 1.000   EACH	 7,500.00000		 7,500.00	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0630	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP			43,000.00
0640	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	3,475.250 STA	9.50000			33,014.88
0650	2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	58.490 STA	100.00000			5,849.00
0660	2527-9263152 PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	8.000 EACH	300.00000			2,400.00
0670	2527-9263180 PAVEMENT MARKINGS REMOVED	2,249.070 STA	11.00000			24,739.77
0680	2527-9263190 SYMBOLS AND LEGENDS REMOVED	8.000 EACH	1.00000			8.00
0690	2528-4983200 MONITORING WITH INCIDENT RESPONSE	120.000 CDAY	940.00000			112,800.00
0700	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	612.500 LF	15.00000			9,187.50
0710	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	18.000 EACH	5,000.00000			90,000.00
0720	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP			49,000.00
0730	2528-9109020 TEMPORARY LANE SEPARATOR SYSTEM	6,809.000 LF	7.50000			51,067.50

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0740	2533-4980005  MOBILIZATION	  LUMP	  LUMP			668,600.00
0750	2548-0000200 MILLED  SHOULDER RUMBLE STRIPS,  PCC SURFACE	  341.700   STA	  23.00000			7,859.10
0760	2551-0000110 TEMP CRASH  CUSHION	  4.000   EACH	  1,000.00000			4,000.00
0770	2590-0000020 PROJECT  MANAGEMENT	  LUMP	  LUMP			48,000.00
0780	2601-2634100 MULCHING	  60.000   ACRE	  600.00000			36,000.00
0790	2601-2636015 NATIVE  GRASS SEEDING	  21.000   ACRE	  1,175.00000			24,675.00
0800	2601-2636043 SEEDING AND  FERTILIZING (RURAL)	  60.000   ACRE	  520.00000			31,200.00
0810	2601-2642100 STABILIZING  CROP - SEEDING AND  FERTILIZING	  75.000   ACRE	  75.00000			5,625.00
0820	2602-0000020 SILT FENCE	  21,456.300   LF	  1.30000			27,893.19
0830	2602-0000030 SILT FENCE  FOR DITCH CHECKS	  23,223.000   LF	  1.50000			34,834.50
0840	2602-0000050 SILT BASINS	  16.000   EACH	  300.00000			4,800.00

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0850	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	32,647.000 LF	0.10000		3,264.70	
0860	2602-0000080 REMOVAL OF SILT BASINS	8.000 EACH	250.00000		2,000.00	
0870	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	3,264.400 LF	0.10000		326.44	
0880	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	712.500 LF	3.20000		2,280.00	
0890	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	1,250.000 LF	3.80000		4,750.00	
0900	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	1,770.000 LF	0.25000		442.50	
0910	2602-0010010 MOBILIZATIONS, EROSION CONTROL	2.000 EACH	500.00000		1,000.00	
0920	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	2.000 EACH	1,000.00000		2,000.00	
0921	2401-6745650 REMOVAL OF EXISTING STRUCTURES	LUMP	LUMP		8,500.00	

SECTION 0002 ALTERNATE 'AA' OPTION 1: PCC SHOULDER  
 BID THIS SECTION IF ALTERNATE 'AA' OPTION 1 IS CHOSEN (155)  
 ALT GROUP AA1

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0930	2102-0425070 SPECIAL  BACKFILL	 22,100.300   TON	 21.50000		 475,156.45	
0940	2122-5190007 PAVED  SHOULDER, P.C. CONCRETE,  7 IN.	 49,211.200   SY	 22.74000		 1,119,062.69	
0950	2548-0000200 MILLED  SHOULDER RUMBLE STRIPS,  PCC SURFACE	 303.300   STA	 23.00000		 6,975.90	
SECTION 0004 ROADWAY LIGHTING IMX-035-1(155)0--02-27						
1000	2401-6745356 REMOVAL OF  CONCRETE FOOTINGS OF  LIGHT POLES	 2.000   EACH	 750.00000		 1,500.00	
1010	2523-0000200 ELECTRICAL  CIRCUITS	 499.000   LF	 15.00000		 7,485.00	
1020	2523-0000310 HANDHOLES  AND JUNCTION BOXES	 2.000   EACH	 750.00000		 1,500.00	
1030	2523-6765009 REMOVE AND  REINSTALL LIGHT POLE AND  LUMINAIRE	 2.000   EACH	 3,000.00000		 6,000.00	
1040	2528-8445110 TRAFFIC  CONTROL	 LUMP	 LUMP		 500.00	
1050	2533-4980005  MOBILIZATION	 LUMP	 LUMP		 500.00	
SECTION 0005 PAYMENT ADJUSTMENT INCENTIVE ITEMS IMX-035-1(155)0--02-27						

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1060	2301-7000110 PAYMENT  ADJUSTMENT  INCENTIVE/DISINCENTIVE  FOR PCC PAVEMENT  THICKNESS (BY SCHEDULE)	84,000.000 EACH	1.00000		84,000.00	
1080	2317-7000110 PAYMENT  ADJUSTMENT  INCENTIVE/DISINCENTIVE  FOR PCC PAVEMENT  SMOOTHNESS (BY SCHEDULE)	70,000.000 EACH	1.00000		70,000.00	
SECTION 0006 NO EXCUSE ROAD OPENING BONUS FOR PROJECT						
1090	2528-5160000 NO EXCUSE  ROAD OPENING BONUS, TO  OPEN ALL ROADWAYS TO  THRU TRAFFIC ON OR  BEFORE NOVEMBER 18, 2016	LUMP	LUMP		250,000.00	
SECTION 0007 TRAFFIC SIGNS ITEMS IMN-035-1(167)0--0E-27						
1100	2401-6745358 REMOVAL OF  CONCRETE FOUNDATIONS OF  HIGHWAY SIGNS	18.000 EACH	400.00000		7,200.00	
1110	2524-6765210 REMOVAL OF  TYPE A SIGN ASSEMBLY	12.000 EACH	75.00000		900.00	
1120	2524-6765220 REMOVAL OF  TYPE B SIGN ASSEMBLY	11.000 EACH	300.00000		3,300.00	
1130	2524-9081275 CONCRETE  FOOTING FOR BREAKAWAY  SIGN POST, 2'-8" DIA. X  7'-6"	6.000 EACH	1,100.00000		6,600.00	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1140	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	15.000 EACH	1,200.00000		18,000.00	
1150	2524-9089100 DELINEATOR, RIGID - TYPE I	40.000 EACH	70.00000		2,800.00	
1160	2524-9089110 DELINEATOR, RIGID - TYPE IA	100.000 EACH	72.00000		7,200.00	
1170	2524-9089200 DELINEATOR, RIGID - TYPE II	32.000 EACH	74.00000		2,368.00	
1180	2524-9210000 MILEPOST MARKERS	5.000 EACH	110.00000		550.00	
1190	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	204.000 LF	9.50000		1,938.00	
1200	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	11.000 EACH	450.00000		4,950.00	
1210	2524-9278046 STEEL BREAKAWAY SIGN POSTS, RECTANGULAR TUBE, 4" X 6"	41.600 LF	56.00000		2,329.60	
1220	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	79.000 LF	45.00000		3,555.00	
1230	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	343.000 LF	52.00000		17,836.00	

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: FL120 Bid Order No.: 103  
 Contract ID No.: 27-0351-155 Letting Date: May 17, 2016  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1240	2524-9290009 SIGN  MOUNTING BRACKETS,  SPECIAL	 8.000  EACH	 150.00000		 1,200.00	
1250	2524-9325001 TYPE A  SIGNS, SHEET ALUMINUM	 240.000  SF	 16.00000		 3,840.00	
1260	2524-9380001 TYPE B  SIGNS, EXTRUDED ALUMINUM  STRUCTURAL PANEL	 1,455.000  SF	 22.00000		 32,010.00	
1270	2528-8445110 TRAFFIC  CONTROL	 LUMP	 LUMP		 500.00	
1280	2533-4980005  MOBILIZATION	 LUMP	 LUMP		 3,000.00	
1290	2555-0000010 DELIVER AND  STOCKPILE SALVAGED  MATERIALS	 LUMP	 LUMP		 2,000.00	
TOTAL BID					12,389,376.60	

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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