

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: May 19, 2015 Contract ID: 77-8260-634 Bid Order No.: 107
County: POLK Project Engineer: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
Cost Center: 849300 Object Code: 890 DBE Commitment: \$301,867.56
Contract Work Type: PCC PAVEMENT - GRADE/REPLACE

This agreement made and entered by and between the CITY OF WEST DES MOINES CONTRACTING
AUTHORITY, AND
CORELL CONTRACTOR, INC. & SUBSIDIARY OF WEST DES MOINES, IA, (CO761), 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 05/14/2015.

PROJECT: STP-U-8260(634)--70-77 COUNTY: POLK
WORK TYPE: PCC PAVEMENT - GRADE/REPLACE ACCOUNTING ID: 32599
ROUTE: GRAND AVE LENGTH (MILES): 2.21
LOCATION: IN THE CITY OF WEST DES MOINES, GRAND AVE - PHASE 5: FROM RA
CCOON RIVER PARK TO SOUTH 35TH STREET
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

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-12009, DS-12064, FHWA-1273.05, GS-12006, IA15-1.0, SP-121046A, SS-12013, ADDENDUMS: 19MAY107.A01, 19MAY107.A02

Contractor, for and in considerations of \$7,485,604.84 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 Jaet Jackson Contractor
By Ryan T. Jacobson Contracting Authority
Iowa DOT Concurrence Wm W. Eustace For Local Agency Contracts
Contractor (if joint venture)
6/1/15
Contract Award Date
JUN 10 2015
Concurrence Date

Letting Date: May 19, 2015 Contract ID: 77-8260-634 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
	CONTRACT LATE START DATE 06/22/2015 160 WORKING DAYS	\$2,000.00
01	CONTRACT COMPLETION DATE: 11/16/2015 SEE SITE NUMBER 01 DESCRIPTION BELOW.	\$2,000.00

CONTRACT NOTES

*** SITE NUMBER 01 ***

THIS SITE IS FOR COMPLETION OF PHASE 1 AS SHOWN ON PLAN SHEET NUMBER J.1. THE INTENT IS TO ENSURE GRAND AVE IS REOPENED TO TRAFFIC PRIOR TO WINTER SHUT DOWN.

*** ADDITIONAL INFORMATION ***

PHASE 2 CAN BE COMPLETED THE FOLLOWING SPRING OF 2016 USING THE REMAINING WORKING DAYS FROM THE 160 WORKING DAYS ASSIGNED TO THE CONTRACT.

CONTRACT SCHEDULE OF PRICES

Vendor No.: CO761 Bid Order No.: 107
 Contract ID No.: 77-8260-634 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: POLK

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
SECTION 0001 ROADWAY ITEMS						
0010	2101-0850001 CLEARING AND GRUBBING	2.700 ACRE	9,100.00000		24,570.00	
0020	2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	125,100.000 CY	17.00000		2,126,700.00	
0030	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	34,217.000 CY	5.00000		171,085.00	
0040	2102-4560000 LOCATING TILE LINES	5.000 STA	250.00000		1,250.00	
0050	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	13,465.000 CY	13.75000		185,143.75	
0060	2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	151,420.000 CY	1.25000		189,275.00	
0070	2109-8225100 SPECIAL COMPACTION OF SUBGRADE	101.000 STA	1,320.00000		133,320.00	
0080	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	3,750.000 SY	2.85000		10,687.50	
0090	2115-0100000 MODIFIED SUBBASE	1,250.000 CY	40.00000		50,000.00	
0100	2121-7425010 GRANULAR SHOULDERS, TYPE A	827.000 TON	31.00000		25,637.00	
0110	2123-7450020 SHOULDER FINISHING, EARTH	114.410 STA	350.00000		40,043.50	

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			Dollars	Cts	Dollars	Cts
0120	2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	 3,404.000 SY	 56.90000		 193,687.60	
0130	2301-1033090 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	 29,736.000 SY	 59.95000		 1,782,673.20	
0140	2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LUMP	LUMP		 4,000.00	
0150	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	 29,800.000 EACH	 1.00000		 29,800.00	
0160	2316-0000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	 24,900.000 EACH	 1.00000		 24,900.00	
0170	2401-6745650 REMOVAL OF EXISTING STRUCTURES	LUMP	LUMP		 29,000.00	
0180	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	 6.000 EACH	 2,475.00000		 14,850.00	
0190	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	 2.000 EACH	 2,830.00000		 5,660.00	
0200	2416-0100054 APRONS, CONCRETE, 54 IN. DIA.	 1.000 EACH	 6,900.00000		 6,900.00	

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			Dollars	Cts	Dollars	Cts
0210	2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	1.000 EACH	3,595.00000		3,595.00	
0220	2435-0140160 MANHOLE, STORM SEWER, SW-401, 60 IN.	1.000 EACH	5,315.00000		5,315.00	
0230	2435-0250100 INTAKE, SW-501	2.000 EACH	2,800.00000		5,600.00	
0240	2435-0250300 INTAKE, SW-503	2.000 EACH	4,475.00000		8,950.00	
0250	2435-0250500 INTAKE, SW-505	15.000 EACH	4,050.00000		60,750.00	
0260	2435-0250600 INTAKE, SW-506	6.000 EACH	6,200.00000		37,200.00	
0270	2435-0250610 INTAKE, SW-506 MODIFIED	1.000 EACH	10,900.00000		10,900.00	
0280	2435-0251224 INTAKE, SW-512, 24 IN.	2.000 EACH	2,300.00000		4,600.00	
0290	2435-0600020 MANHOLE ADJUSTMENT, MAJOR	20.000 EACH	9,000.00000		180,000.00	
0300	2502-8212026 SUBDRAIN, LONGITUDINAL, (BACKSLOPE) 6 IN. DIA.	7,599.000 LF	15.25000		115,884.75	
0310	2502-8220193 SUBDRAIN OUTLET (RF-19C)	35.000 EACH	320.00000		11,200.00	

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			Dollars	Cts	Dollars	Cts
0320	2502-8221006 SUBDRAIN RISER, 6 IN., AS PER PLAN	28.000 EACH	415.00000		11,620.00	
0330	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	754.000 LF	88.00000		66,352.00	
0340	2503-0114254 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 54 IN.	146.000 LF	280.00000		40,880.00	
0350	2503-0114272 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 72 IN.	127.000 LF	400.00000		50,800.00	
0360	2503-0114615 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3750D (CLASS V), 15 IN.	1,897.000 LF	73.75000		139,903.75	
0370	2507-3250005 ENGINEERING FABRIC	602.000 SY	3.00000		1,806.00	
0380	2507-6800061 REVETMENT, CLASS E	312.000 TON	75.00000		23,400.00	
0390	2507-8029000 EROSION STONE	210.000 TON	58.00000		12,180.00	
0400	2510-6745850 REMOVAL OF PAVEMENT	17,540.000 SY	7.05000		123,657.00	

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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0410	2511-7526106 SIDEWALK, REINFORCED P.C. CONCRETE, 6 IN.	5,372.000 SY	38.75000		208,165.00	
0420	2511-7528101 DETECTABLE WARNINGS	200.000 SF	42.00000		8,400.00	
0430	2518-6910000 SAFETY CLOSURE	4.000 EACH	185.00000		740.00	
0440	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		90,000.00	
0450	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	145.850 STA	40.00000		5,834.00	
0460	2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	173.650 STA	52.00000		9,029.80	
0470	2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	29.460 STA	162.00000		4,772.52	
0480	2527-9263143 PAINTED SYMBOLS AND LEGENDS, DURABLE	19.000 EACH	236.00000		4,484.00	
0490	2527-9263180 PAVEMENT MARKINGS REMOVED	152.250 STA	30.00000		4,567.50	
0500	2527-9263190 SYMBOLS AND LEGENDS REMOVED	2.000 EACH	95.00000		190.00	
0510	2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS	160.880 STA	29.00000		4,665.52	

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			Dollars	Cts	Dollars	Cts
0520	2527-9270120 GROOVES CUT FOR SYMBOLS AND LEGENDS	19.000 EACH	126.00000		2,394.00	
0530	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		8,925.00	
0540	2528-8445113 FLAGGERS	40.000 EACH	345.00000		13,800.00	
0550	2533-4980005 MOBILIZATION	LUMP	LUMP		466,717.00	
0560	2554-0114008 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	152.000 LF	97.00000		14,744.00	
0570	2554-0114012 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	39.000 LF	360.00000		14,040.00	
0580	2554-0114016 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 16 IN.	617.000 LF	67.00000		41,339.00	
0590	2554-0203000 FITTINGS BY WEIGHT, DUCTILE IRON	2,938.000 LB	7.25000		21,300.50	
0600	2554-0207008 VALVE, GATE, DIP, 8 IN.	1.000 EACH	1,600.00000		1,600.00	
0610	2554-0207012 VALVE, GATE, DIP, 12 IN.	2.000 EACH	2,600.00000		5,200.00	
0620	2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	2.000 EACH	5,200.00000		10,400.00	

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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0630	2595-0005135 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.	LUMP	LUMP			2,500.00
0640	2595-0005150 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR UNION PACIFIC RAILROAD CO.	LUMP	LUMP			5,000.00
0650	2599-9999005 ('EACH' ITEM) ADJUSTMENT OF SAN. SEWER VALVE/CLEAN OUT	3.000 EACH	550.00000			1,650.00
0660	2599-9999005 ('EACH' ITEM) GATE, OUTLET CNTRL, FLAP, DIP, 20 IN.	1.000 EACH	7,500.00000			7,500.00
0670	2599-9999005 ('EACH' ITEM) VALVE, GATE, DIP, 16 IN.	1.000 EACH	7,300.00000			7,300.00
0680	2599-9999009 ('LINEAR FEET' ITEM) PRESSURE STORM SEWER, DIP, 20 IN.	175.000 LF	202.00000			35,350.00
0690	2599-9999010 ('LUMP SUM' ITEM) CULVERT HDWLL W/ FLAP GATE, RCP, 54 IN.	LUMP	LUMP			32,300.00
0700	2601-2634150 MULCHING, WOOD CELLULOSE FIBER	24.200 ACRE	1,800.00000			43,560.00
0710	2601-2636044 SEEDING AND FERTILIZING (URBAN)	12.100 ACRE	915.00000			11,071.50
0720	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	12.100 ACRE	915.00000			11,071.50

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			Dollars	Cts	Dollars	Cts
0730	2602-0000020 SILT FENCE					
		13,386.000	1.60000		21,417.60	
		LF				
0740	2602-0000030 SILT FENCE FOR DITCH CHECKS					
		1,395.000	1.60000		2,232.00	
		LF				
0750	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS					
		11,639.000	0.20000		2,327.80	
		LF				
0760	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK					
		1,164.000	0.20000		232.80	
		LF				
0770	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.					
		12,440.000	2.25000		27,990.00	
		LF				
0780	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE					
		12,440.000	0.20000		2,488.00	
		LF				
0790	2602-0010010 MOBILIZATIONS, EROSION CONTROL					
		3.000	500.00000		1,500.00	
		EACH				
0800	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL					
		1.000	1,000.00000		1,000.00	
		EACH				
SECTION 0002 ITEMS FOR A TWIN 12' X 8' X 110'-3 REINFORCED BOX CULVERT						
0810	2402-0425040 FLOODED BACKFILL					
		635.000	21.00000		13,335.00	
		CY				
0820	2402-2720000 EXCAVATION, CLASS 20					
		1,412.000	15.75000		22,239.00	
		CY				

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0830	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	402.500 CY	473.00000		190,382.50	
0840	2404-7775000 REINFORCING STEEL	63,847.000 LB	0.95000		60,654.65	
0850	2519-1001000 FENCE, CHAIN LINK, VINYL COATED	155.400 LF	59.00000		9,168.60	
0860	2599-9999010 ('LUMP SUM' ITEM) STOP LOGS	LUMP	LUMP		68,250.00	
TOTAL BID						7,485,604.84

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: May 19, 2015
Date of Addendum: May 7, 2015

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
107	77-8260-634	PCC PAVEMENT - GRADE & REPLACE	POLK	STP-U-8260(634)--70-77	19MAY107.A01

On the A.1 sheet the license renewal date for both Scott Ingersoll's and Josh Debower's signature blocks shall be revised to read "DECEMBER 31, 2016".

Add the following note under STAGING on Tab 108-26A on sheet J.1:

Road closure and detour routes as shown on sheets J.2 and J.3 required for Phase 1 are included with the STP-U-8260(635)--70-77 project. Contractor shall coordinate with the STP-U-8260(635)--70-77 project to ensure the road closures and detour route are in place prior to beginning construction. The closure of S. 35th Street and Commerce Drive as shown on sheet J.3 will be dependent on maintaining local access to the STP-U-8260(635)--70-77 project. Contractor shall coordinate work with the S. 35th Street and Commerce Drive closure schedule set by the STP-U-8260(635)--70-77 project. Contractor shall coordinate the duration for which the detour and closures will be maintained for the STP-U-8260(635)--70-77 project. Contractor will be responsible for traffic control upon the completion of the STP-U-8260(635)--70-77 project and as necessary to complete Phase 2 as noted on sheet J.1.

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: May 19, 2015
Date of Addendum: May 14, 2015

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
107	77-8260-634	PCC PAVEMENT - GRADE & REPLACE	POLK	STP-U-8260(634)--70-77	19MAY107.A02

Make the following change to the PROPOSAL SPECIAL PROVISIONS LIST:

Replace : SP-121046 with SP-121046a

Make the following change to the PROPOSAL SPECIAL PROVISIONS TEXT:

Replace: SP-121046 with SP-121046a

Replace SP-121046 with the attached SP-121046a to the PROPOSAL:



Iowa Department of Transportation

**SPECIAL PROVISIONS FOR
WORK ON RAILROAD RIGHT-OF-WAY (IOWA INTERSTATE RAILROAD)**

**Polk County
STP-U-8260(634)--70-77**

**Effective Date
May 19, 2015**

THE STANDARD SPECIFICATIONS, SERIES OF 2012, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

121046a.01 PERMITS.

Contractor shall, before entering upon Iowa Interstate Railroad (Railroad) property for performance of work secure permission from Railroad's Vice President of Engineering for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations. (In this specification, references to the Railroad's Vice President of Engineering is intended to mean the following: Railroad's Vice President of Engineering or authorized representative)

Contractor shall provide Engineer and Railroad with proposed construction schedule outlining the timing of activities that will need track protection services.

Contractor shall conduct work in a manner satisfactory to Railroad's Vice President of Engineering and shall not damage Railroad property or interfere with their operations.

Railroad's Vice President of Engineering will at all times have jurisdiction over the safety of Railroad operations, and the decision of Railroad's Vice President of Engineering as to procedures which may affect safety of Railroad operations shall be final, and Contractor shall be governed by such decision.

Should damage occur to Railroad property as a result of Contractor's operations, and Railroad deems it necessary to repair such damage or to perform work for protection of its property, the required materials, labor, and equipment shall be furnished by Railroad, and Contractor shall reimburse Railroad for costs so incurred as defined in Section E. Railroad Reimbursements.

121046a.02 TEMPORARY GRADE CROSSINGS.

If Contractor requires construction of a temporary grade crossing across Railroad's track(s) for use during performance of the contract, Contractor shall make necessary arrangements with Railroad for construction, protection, and later removal of such temporary grade crossing. Costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly.

Contractor shall not cross Railroad's property or track(s) with vehicles or equipment of any kind or

character except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

121046a.03 CONTRACTOR SAFETY ORIENTATION

Contractor Safety Orientation training is not required for work performed on Contracting Authority property, or property of the Railroad subject to drainage or temporary easements or drainage easements acquired by the Contracting Authority for this project.

No employee of the Contractor, its subcontractors, agents or invitees that is working on the project may enter Railroad property outside of drainage or temporary easements without first having successfully passed an annual Railroad approved safety course. Proof of passing said course shall be in the employee's possession at all times when on Railroad property. Cost for the required training will be borne by Contractor.

Information on approved safety courses can be obtained from Railroad's authorized representative.

121046a.04 RAILROAD FLAGGING AND WATCHMAN TRACK PROTECTION SERVICES.

~~Flagging Track protection or watchman services required by Railroad for safety of Railroad operations because of work being performed by Contractor, or in connection therewith,~~ will be provided by Railroad and the cost shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly. Requirements of Railroad are as follows:

~~Services of at least one and possibly two watchmen or flagmen~~ Track protection will be required during: anytime construction is outside of temporary easements obtained for this project; excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of the concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of beams or girders in span(s) over any track(s); any construction operations involving direct interference with Railroad's track(s) or traffic, fouling of Railroad operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever workers or equipment will be working within 25 feet of the centerline of any live track. ~~If an existing bridge or other structure is to be removed, services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of existing structure immediately over or adjacent to any track.~~ Flagmen Track protection services will also be furnished whenever, in the opinion of the Railroad, such protection is needed.

In order that Railroad may be prepared to furnish protective services, Contractor shall notify Railroad at least 72 hours in advance of when protective services will be needed. Services are subject to availability of Railroad personnel.

Any time track protection services are not being provided, Contractor must provide and maintain an effective physical barrier at the drainage and temporary easement limits to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of Railroad.

Railroad will notify Engineer and Contractor when non-compliance is reported by Railroad train crews or other Railroad employees. Contractor work performed without proper flagging services, when such flagging is required, will be subject to a \$5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by Railroad or Engineer from the project.

121046a.05 RAILROAD REIMBURSEMENT.

Rates of pay for Railroad employees will be the prevailing Railroad hourly wage for an 8 hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with any Labor Agreements and Schedules and Railroad's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between Railroad and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed, Contractor shall pay on the basis of the new rates. Contractor shall reimburse, monthly, the Railroad for costs of all services performed by Railroad for the Contractor, and furnish Engineer written evidence that Railroad has acknowledged receipt of same before final payment will be made for the project.

121046a.06 SAFETY OF OPERATIONS.

~~During construction of footings or piers or other supports or structures adjacent to any track of the Railroad, Contractor shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said piers, supports, or structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the Engineer and Railroad.~~

~~Before commencing work on any pier or structure adjacent to any track, Contractor shall submit prints of proposed sheeting, bracing details, or temporary structure for protection of Railroad's track(s) to the Engineer and Railroad for review. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, logs of soil borings, and other pertinent information.~~

~~The Track Shield Detail (attached) shall control the requirements for track protection during bridge demolition.~~

After review by the Engineer, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the state of Iowa together with the supporting documents, shall be forwarded to the Railroad's Vice President of Engineering for review and approval.

Contractor shall notify the Railroad's Vice President of Engineering in writing no less than seven calendar 10 working days in advance of the proposed time of the beginning of the construction of the piers, supports, or structures adjacent to the track(s).

121046a.07 TEMPORARY CLEARANCES.

~~The following temporary clearances are the minimum which shall be maintained at all times during construction operations:~~

~~Vertical: _____ 21.5 feet above top of highest rail
Horizontal: _____ 15.0 feet from centerline of nearest track,
measured at right angles thereto~~

~~If lesser clearances than the above are required for any part of the work, Contractor shall secure written authorization from Railroad's Vice President of Engineering for such lesser clearances in advance of the start of work of that portion of the project along, on, over, or across the property or track(s) of the Railroad.~~

Contractor shall not store any materials, supplies or equipment outside of the temporary easement or closer than 25.0 feet from centerline of any Railroad track, measured at right angles thereto, whichever is more restrictive.

121046a.08 FINAL CLEANUP.

Contractor shall, upon completion of the work, remove from within the limits of the property of the Railroad, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said Contractor; remove the approaches to any temporary grade crossing(s) constructed for Contractor's use, restoring same as nearly as practicable to conform to adjoining terrain; remove any accumulated silt in Railroad's side ditches, restoring proper flow thereto, employ erosion control

measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to Railroad's Vice President of Engineering.

121046a.09 RESPONSIBILITY OF SUPERVISION.

Nothing in this specification shall be construed to place any responsibility on Railroad for quality or conduct of the work performed by the Contractor hereunder. Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of operation shall not be construed to relieve Contractor of any obligations pursuant hereto or under the agreement this specification is appended to.

121046a.10 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

In addition to the requirements of Article 1107.02, A, of the Standard Specifications, Contractor shall carry insurance of the following kinds and amounts.

A. Insurance Required of Contractor.

1. Statutory Workers Compensation and Employer's Liability Insurance.
2. Automobile Liability in an amount not less than ~~\$2,000,000~~ \$1,000,000 combined single limit.
3. Comprehensive General Liability Occurrence Form in an amount not less than \$2,000,000 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of ~~\$6,000,000~~ \$4,000,000. ~~The policy shall name the Railroad as additional insured. It also shall have no exclusions regarding doing business on, near, or adjacent to railroad facilities or loss or damage resulting from surface or subsurface pollution contamination, seepage, handling, treatment, disposal, or dumping of waste materials or substances.~~ The Policy shall name Iowa Interstate Railroad as additional insured and shall not contain any exclusions related to:
 - a. Doing business on, near, or adjacent to Railroad facilities.
 - b. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.
4. The above policies shall contain a waiver of the right of subrogation
5. An Occurrence Form Railroad Protective Policy with limits of not less than ~~\$2,000,000~~ \$5,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with ~~\$6,000,000~~ \$10,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: Iowa Interstate Railroad.

~~Before commencing work~~ the contract is awarded, Contractor shall submit to the Railroad and Contracting Authority Department a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). The policies shall provide for no less than 30 calendar days prior written notice to the Railroad and Contracting Authority of cancellation of or any material change in, the policies. Following award of the Contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority (if other than the Department), and a certified, true, and complete copy of policy or policies to the Contracting Authority and Railroad. Upon request from either the Contracting Authority or Railroad, a certified duplicate original of any required certificate or policy shall be furnished at no cost to the Contracting Authority or Railroad.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve the Contractor from or serve to limit Contractor's liability or indemnity obligations under the provisions herein.

It is further understood and agreed that, so long as the Contract remains in force, the Contracting Authority may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Contracting Authority will give Contractor written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and Contractor agrees to, and shall, thereupon provide Contracting Authority with such revised policy or policies therefore. Cost of additional insurance beyond that required by this specification will be paid for according to Article 1109.03, B, of the Standard Specifications.

B. Insurance required of Subcontractor

~~If a Subcontractor is used by Contractor for performance of the work, before commencing work, Subcontractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the Contracting Authority.~~

- ~~1. Statutory Workers' Compensation and Employer's Liability insurance.~~
- ~~2. Automobile Liability in an amount not less than \$2,000,000 combined single limit.~~
- ~~3. The above policies shall contain a waiver of the right of subrogation.~~
- ~~4. An Occurrence Form Railroad Protective Policy with limits of not less than \$2,000,000 per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with \$6,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: Iowa Interstate Railroad.~~

~~Before commencing work, Subcontractor shall deliver to the Contracting Authority a certificate of insurance and original copy of the policy evidencing the foregoing coverage and upon request the Subcontractor shall deliver a certified, true, and complete copy of the policy or policies. Policies shall provide for no less than 30 calendar days prior written notice to Railroad and Contracting Authority of cancellation of or any material change in, the policies.~~

If the Contractor chooses to hire a different company for performance of the work, before commencing work, the Contractor shall provide proof to the Agency and Railroad that all companies performing work under Contractor's supervision have provided insurance as required above or are covered under Contractor's Insurance.

121046a.11 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the Railroad from any and all claims, demands, lawsuits, or liability for all losses, fines, damages, injuries, and deaths to persons or property (real or personal property) and all expenses and costs, including attorney fees, costs of litigation, and all other defense costs, resulting from or arising from the activities of the contractor(s) or any agents in the performance of the construction, repair, or maintenance work on said project. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the negligence of the Railroad and their officers, employees, or agents.

121046a.12 MECHANICS' LIENS.

The Contractor shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of Railroad for any work performed. The Contractor shall indemnify and hold harmless Railroad from and against any liens, claims, demands, costs, or expenses of

whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

121046a.13 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Iowa Interstate Railroad will be paid for as a Lump Sum bid item. The Contractor will be paid 100% of the Lump Sum bid item once the Engineer has received all necessary certificates of insurance.

Track Shield Detail Deleted

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

PREDETERMINED WAGE RATE

IA15 - 1.0

General Decision Number: IA150001 01/02/2015 IA1

Superseded General Decision Number: IA20140001

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUIA2002-003 02/28/2012

CARPENTERS AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	24.92	9.93
ZONE 2	22.83	9.93
ZONE 3	22.83	9.93
ZONE 4	22.15	8.25
ZONE 5**	21.25	6.85

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CONCRETE FINISHER:		
ZONE 1	22.70	7.00
ZONE 2	22.70	7.00
ZONE 3	22.70	7.00
ZONE 4	20.50	5.45
ZONE 5	18.90	6.00
ELECTRICIANS: (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, ZONE 2, AND ZONE 3	21.30	5.70
ZONE 4	20.00	5.70
ZONE 5	17.75	5.70
IRONWORKERS: (SETTING OF STRUCTURAL STEEL)		
ZONE 1	26.55	7.45
ZONE 2	25.31	7.45
ZONE 3	25.01	7.75
ZONE 4	22.00	6.60
ZONE 5**	21.25	6.10
LABORERS:	Rates	Fringes
ZONE 1, ZONE 2, AND ZONE 3		
GROUP A	20.56	7.95
GROUP AA	22.21	7.95
GROUP B	18.68	7.95
GROUP C	15.45	7.95
ZONE 4		
GROUP A	18.05	7.65
GROUP B	16.73	7.65
GROUP C	13.85	7.65
ZONE 5		
GROUP A	18.50	6.00
GROUP B	15.75	6.00
GROUP C	15.15	6.00
POWER EQUIPMENT OPERATORS:		
ZONE 1		
GROUP A	27.80	12.90
GROUP B	26.25	12.90
GROUP C	23.75	12.90
GROUP D	23.75	12.90
ZONE 2		
GROUP A	27.10	12.90
GROUP B	25.50	12.90
GROUP C	22.95	12.90
GROUP D	22.95	12.90

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ZONE 3		
GROUP A	26.70	16.80
GROUP B	24.90	16.80
GROUP C	23.90	16.80
GROUP D	23.90	16.80
ZONE 4		
GROUP A	26.75	8.55
GROUP B	25.61	8.55
GROUP C	23.53	8.55
GROUP D	23.53	8.55
ZONE 5		
GROUP A	23.07	6.80
GROUP B	22.03	6.80
GROUP C	20.70	6.80
GROUP D	19.70	6.80
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)		
ZONE 1	20.00	10.05
ZONE 2	20.00	10.05
ZONE 3	20.00	10.05
ZONE 4	20.20	5.65
ZONE 5	18.25	5.65

ZONE DEFINITIONS

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

LABORER CLASSIFICATIONS - ALL ZONES

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

GROUP A – Asbestos abatement worker (Zones 4 and 5); 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;

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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).

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION