

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: May 19, 2015 Contract ID: 27-0351-154 Bid Order No.: 102
County: DECATUR Project Engineer: CHARITON RCE
Cost Center: 601000 Object Code: 890 DBE Commitment \$400,000.00
Contract Work Type: PCC PAVEMENT - GRADE/REPLACE

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

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 05/14/2015.

PROJECT: IMX-035-1(154)0--02-27 COUNTY: DECATUR
WORK TYPE: PCC PAVEMENT - GRADE/REPLACE ACCOUNTING ID: 32590
ROUTE: I-35 LENGTH (MILES): 6.2
LOCATION: MISSOURI STATE LINE TO S OF THE DECATUR CO
REST AREA (SBL)
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT MILE POST: 0.01 TO 5.87
PROJECT AMOUNT: \$11,478,761.19

PROJECT: IMN-035-1(156)0--0E-27 COUNTY: DECATUR
WORK TYPE: TRAFFIC SIGNS ACCOUNTING ID: 32591
ROUTE: I-35 LENGTH (MILES): 24.31
LOCATION: MISSOURI STATE LINE TO S OF THE DECATUR CO
REST AREA (SBL)
NON-FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT
PROJECT AMOUNT: \$144,292.00

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-12027, DS-12042, DS-12045, DS-12066, FHWA-1273.05, GS-12006, IA15-1.0, MO15-1.3, SP-120315, SS-12009, ADDENDUMS: 19MAY102.A01, 19MAY102.A02

Contractor, for and in considerations of \$11,623,053.19 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

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

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

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

By [Signature] Contractor
By [Signature] Contracting Authority
Contractor (if joint venture)
MAY 29 2015
Contract Award Date

Iowa DOT Concurrence _____

For Local Agency Contracts

Concurrence Date _____

Letting Date: May 19, 2015 Contract ID: 27-0351-154 Bid Order No. : 102

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 120 WORKING DAYS	\$2,000.00

CONTRACT NOTES

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
SECTION 0001 ROADWAY ITEMS IMX-035-1(154)0--02-27						
0010	2102-0425071 SPECIAL BACKFILL	62,127.000 CY	9.20000		571,568.40	
0020	2102-2625000 EMBANKMENT-IN-PLACE	624.100 CY	12.00000		7,489.20	
0030	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	17,004.000 CY	3.20000		54,412.80	
0040	2102-2710090 EXCAVATION, CLASS 10, WASTE	117,508.000 CY	5.10000		599,290.80	
0050	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	25.000 CY	100.00000		2,500.00	
0060	2102-2713090 EXCAVATION, CLASS 13, WASTE	90,720.000 CY	6.70000		607,824.00	
0070	2105-8425011 TOPSOIL, SPREAD	16,217.000 CY	3.40000		55,137.80	
0080	2105-8425020 TOPSOIL, STRIP AND STOCKPILE	17,882.000 CY	3.20000		57,222.40	
0090	2107-0875100 COMPACTION WITH MOISTURE CONTROL	13,080.000 CY	0.90000		11,772.00	
0100	2111-8174100 GRANULAR SUBBASE	111,883.000 SY	6.10000		682,486.30	
0110	2121-7425010 GRANULAR SHOULDERS, TYPE A	898.000 TON	26.80000		24,066.40	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0120	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	82.200 SY	85.00000		6,987.00	
0130	2123-7450000 SHOULDER CONSTRUCTION, EARTH	593.600 STA	80.00000		47,488.00	
0140	2125-2225050 RESHAPING DITCHES	0.900 STA	3,500.00000		3,150.00	
0150	2214-5145150 PAVEMENT SCARIFICATION	1,156.000 SY	10.00000		11,560.00	
0160	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	394.900 SY	185.00000		73,056.50	
0170	2301-0690203 BRIDGE APPROACH, BR-203	544.400 SY	185.00000		100,714.00	
0180	2301-1004110 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3I DURABILITY, 11 IN.	91,504.000 SY	33.54000		3,069,044.16	
0190	2303-0043504 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), SURFACE COURSE, 1/2 IN. MIX, FRICTION L-4	95.600 TON	360.00000		34,416.00	
0200	2303-0245828 ASPHALT BINDER, PG 58-28	5.800 TON	575.00000		3,335.00	
0210	2304-0100000 DETOUR PAVEMENT	23,977.000 SY	45.50000		1,090,953.50	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0220	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP	LUMP			95,000.00
0230	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	1.000 EACH	1,000.00000			1,000.00
0240	2416-0101036 REMOVE AND REINSTALL CONCRETE PIPE APRONS LESS THAN OR EQUAL TO 36 IN.	22.000 EACH	650.00000			14,300.00
0250	2416-1541036 REMOVE AND REINSTALL RIGID PIPE CULVERT LESS THAN OR EQUAL TO 36 IN.	96.000 LF	75.00000			7,200.00
0260	2417-0225024 APRONS, METAL, 24 IN. DIA.	3.000 EACH	600.00000			1,800.00
0270	2417-0225036 APRONS, METAL, 36 IN. DIA.	1.000 EACH	500.00000			500.00
0280	2417-2307036 DRAIN, CORRUGATED METAL SLOTTED PIPE, 36 IN., W/6 IN. GRATE	495.000 LF	82.00000			40,590.00
0290	2417-5895018 BEVELED PIPE AND GUARD, 18 INCH	14.000 EACH	1,100.00000			15,400.00
0300	2422-0360024 APRONS, UNCLASSIFIED, 24 IN. DIA.	6.000 EACH	300.00000			1,800.00
0310	2422-0360030 APRONS, UNCLASSIFIED, 30 IN. DIA.	3.000 EACH	450.00000			1,350.00

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0320	2422-1723018 CULVERT, UNCLASSIFIED ROADWAY PIPE, 18 IN. DIA.	1,226.000 LF	26.00000		31,876.00	
0330	2422-1723024 CULVERT, UNCLASSIFIED ROADWAY PIPE, 24 IN. DIA.	434.000 LF	35.00000		15,190.00	
0340	2422-1723030 CULVERT, UNCLASSIFIED ROADWAY PIPE, 30 IN. DIA.	88.000 LF	48.00000		4,224.00	
0350	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	33,190.000 LF	6.86000		227,683.40	
0360	2502-8215106 SUBDRAIN, CORRUGATED METAL PIPE, 6 IN. DIA.	156.000 LF	35.00000		5,460.00	
0370	2502-8221304 SUBDRAIN OUTLET, DR-304	129.000 EACH	175.00000		22,575.00	
0380	2503-0500401 BRIDGE END DRAIN, DR-401	4.000 EACH	2,000.00000		8,000.00	
0390	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	875.000 LF	6.00000		5,250.00	
0400	2505-4008130 REMOVAL OF CABLE GUARDRAIL	836.000 LF	6.00000		5,016.00	
0410	2505-4008300 STEEL BEAM GUARDRAIL	750.000 LF	14.50000		10,875.00	
0420	2505-4008400 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION	4.000 EACH	2,200.00000		8,800.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0430	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	4.000 EACH	220.00000		880.00	
0440	2505-4021700 STEEL BEAM GUARDRAIL END TERMINAL 	4.000 EACH	2,200.00000		8,800.00	
0450	2505-6000111 HIGH TENSION CABLE GUARDRAIL 	3,100.700 LF	10.00000		31,007.00	
0460	2505-6000121 HIGH TENSION CABLE GUARDRAIL, END ANCHOR	20.000 EACH	2,000.00000		40,000.00	
0470	2507-3250005 ENGINEERING FABRIC 	37.300 SY	5.00000		186.50	
0480	2507-8029000 EROSION STONE 	36.400 TON	80.00000		2,912.00	
0490	2510-6745850 REMOVAL OF PAVEMENT 	149,638.000 SY	5.30000		793,081.40	
0500	2518-0470005 CROSSOVER BARRICADE 	4.000 EACH	3,400.00000		13,600.00	
0510	2518-6910000 SAFETY CLOSURE 	17.000 EACH	100.00000		1,700.00	
0520	2520-3350010 FIELD LABORATORY 	1.000 EACH	7,500.00000		7,500.00	
0530	2526-8285000 CONSTRUCTION SURVEY 	LUMP	LUMP		33,500.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars Cts	Bid Amount Dollars Cts
0540	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	 3,379.390 STA	 9.75000	 32,949.05
0550	2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	 87.000 STA	 100.00000	 8,700.00
0560	2527-9263152 PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	 8.000 EACH	 400.00000	 3,200.00
0570	2527-9263180 PAVEMENT MARKINGS REMOVED	 1,624.080 STA	 11.00000	 17,864.88
0580	2527-9263190 SYMBOLS AND LEGENDS REMOVED	 8.000 EACH	 50.00000	 400.00
0590	2528-4983200 MONITORING WITH INCIDENT RESPONSE	 140.000 CDAY	 940.00000	 131,600.00
0600	2528-8400048 TEMPORARY BARRIER RAIL, CONCRETE	 612.500 LF	 15.00000	 9,187.50
0610	2528-8400157 TEMPORARY FLOODLIGHTING LUMINAIRE	 4.000 EACH	 6,500.00000	 26,000.00
0620	2528-8445110 TRAFFIC CONTROL	 LUMP	 LUMP	 49,000.00
0630	2528-9109020 TEMPORARY LANE SEPARATOR SYSTEM	 5,735.000 LF	 7.50000	 43,012.50
0640	2529-2242304 CD JOINT ASSEMBLY	 4.000 EACH	 95.00000	 380.00

CONTRACT SCHEDULE OF PRICES

 Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0650	2529-2242320 CT JOINT	2.000	130.00000		260.00	
		EACH				
0660	2529-5070110 PATCHES, FULL-DEPTH FINISH, BY AREA	540.000 SY	121.00000		65,340.00	
0670	2529-5070120 PATCHES, FULL-DEPTH FINISH, BY COUNT	37.000 EACH	119.00000		4,403.00	
0680	2533-4980005 MOBILIZATION	LUMP	LUMP		300,000.00	
0690	2548-0000200 MILLED SHOULDER RUMBLE STRIPS, PCC SURFACE	319.300 STA	21.50000		6,864.95	
0700	2551-0000110 TEMP CRASH CUSHION	1.000 EACH	1,000.00000		1,000.00	
0710	2551-0000130 TEMP CRASH CUSHION, SEVERE USE (SU)	3.000 EACH	5,000.00000		15,000.00	
0720	2599-9999009 ('LINEAR FEET' ITEM) CLEAN OUT RCB INLET	16.000 LF	60.00000		960.00	
0730	2601-2634100 MULCHING	58.000 ACRE	700.00000		40,600.00	
0740	2601-2636015 NATIVE GRASS SEEDING	46.500 ACRE	1,350.00000		62,775.00	
0750	2601-2636043 SEEDING AND FERTILIZING (RURAL)	11.500 ACRE	700.00000		8,050.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0760	2601-2640350 SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	 476.000 SQ	 10.50000		 4,998.00	
0770	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	 58.000 ACRE	 225.00000		 13,050.00	
0780	2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	 95.200 MGAL	 60.00000		 5,712.00	
0790	2601-2643300 MOBILIZATION FOR WATERING	 3.000 EACH	 350.00000		 1,050.00	
0800	2602-0000020 SILT FENCE 	 10,257.000 LF	 1.50000		 15,385.50	
0810	2602-0000030 SILT FENCE FOR DITCH CHECKS 	 23,520.000 LF	 1.60000		 37,632.00	
0820	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	 23,885.000 LF	 0.10000		 2,388.50	
0830	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK 	 3,378.000 LF	 0.10000		 337.80	
0840	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	 2,985.000 LF	 3.25000		 9,701.25	
0850	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	 670.000 LF	 3.95000		 2,646.50	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0860	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	2,924.000 LF	0.50000		1,462.00	
0870	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000		500.00	
0880	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00000		1,000.00	
0881	2590-0000020 PROJECT MANAGEMENT	LUMP	LUMP		48,000.00	
SECTION 0002 ALTERNATE 'AA' OPTION 1: PCC PAVED SHOULDERS BID THIS SECTION IF ALTERNATE 'AA' OPTION 1 IS CHOSEN (154) ALT GROUP AA1						
0890	2102-0425070 SPECIAL BACKFILL	23,316.800 TON	20.60000		480,326.08	
0900	2122-5190007 PAVED SHOULDER, P.C. CONCRETE, 7 IN.	48,684.100 SY	23.29000		1,133,852.69	
0910	2548-0000200 MILLED SHOULDER RUMBLE STRIPS, PCC SURFACE	303.100 STA	21.50000		6,516.65	
SECTION 0004 LIGHTING ITEMS IMX-035-1(154)0--02-27						
0960	2401-6745356 REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	2.000 EACH	400.00000		800.00	
0970	2523-0000200 ELECTRICAL CIRCUITS	500.000 LF	15.00000		7,500.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars Cts	Bid Amount Dollars Cts
0980	2523-0000310 HANDHOLES AND JUNCTION BOXES	 2.000 EACH	 2,000.00000 	 4,000.00
0990	2523-6765009 REMOVE AND REINSTALL LIGHT POLE AND LUMINAIRE	 2.000 EACH	 2,500.00000 	 5,000.00
1000	2528-8445110 TRAFFIC CONTROL	 LUMP	 LUMP	 500.00
1010	2533-4980005 MOBILIZATION	 LUMP	 LUMP	 5,000.00
SECTION 0005 DESIGN NO. 0115; REPAIRS TO A 192'-0 X 48' CONTINUOUS I-BEAM BRIDGE IMX-035-1(154)0--02-27				
1020	2401-6750001 REMOVALS, AS PER PLAN	 LUMP	 LUMP	 6,335.00
1030	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	 11.900 CY	 1,035.95000 	 12,327.81
1040	2404-7775005 REINFORCING STEEL, EPOXY COATED	 1,480.000 LB	 2.22000 	 3,285.60
1050	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	 65.000 LF	 190.65000 	 12,392.25
1060	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	 65.000 LF	 29.60000 	 1,924.00
SECTION 0006 DESIGN NO. 0215; REPAIRS TO A 135'-0 X 40' CONTINUOUS I-BEAM BRIDGE IMX-035-1(154)0--02-27				
1070	2401-6750001 REMOVALS, AS PER PLAN	 LUMP	 LUMP	 6,335.00

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number	Item Description	Quantity and Unit	Unit Price Dollars Cts	Bid Amount Dollars Cts
1080	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	8.500 CY	1,380.65000	11,735.53
1090	2404-7775005	REINFORCING STEEL, EPOXY COATED	1,182.000 LB	2.22000	2,624.04
1100	2413-1200000	STEEL EXTRUSION JOINT WITH NEOPRENE	49.000 LF	196.05000	9,606.45
1110	2413-1200100	NEOPRENE GLAND INSTALLATION AND TESTING	49.000 LF	35.90000	1,759.10
SECTION 0007 PAYMENT ADJUSTMENT INCENTIVE ITEMS IMX-035-1(154)0--02-27					
1120	2301-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	82,000.000 EACH	1.00000	82,000.00
1130	2301-7000120	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR QM-C PCC PAVEMENT COARSENESS AND WORKABILITY FACTORS	74,000.000 EACH	1.00000	74,000.00
1140	2317-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	68,000.000 EACH	1.00000	68,000.00
SECTION 0008 TRAFFIC SIGN ITEMS IMN-035-1(156)0-0E-27					

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1150	2401-6745355 REMOVAL OF CONCRETE FOOTINGS OF HIGHWAY SIGNS	17.000 EACH	400.00000		6,800.00	
1160	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	2.000 EACH	350.00000		700.00	
1170	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	8.000 EACH	100.00000		800.00	
1180	2524-6765220 REMOVAL OF TYPE B SIGN ASSEMBLY	8.000 EACH	275.00000		2,200.00	
1190	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	8.000 EACH	1,300.00000		10,400.00	
1200	2524-9081290 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 9'-0"	14.000 EACH	1,400.00000		19,600.00	
1210	2524-9089100 DELINEATOR, RIGID - TYPE I	29.000 EACH	76.00000		2,204.00	
1220	2524-9089110 DELINEATOR, RIGID - TYPE IA	104.000 EACH	78.00000		8,112.00	
1230	2524-9089200 DELINEATOR, RIGID - TYPE II	18.000 EACH	79.00000		1,422.00	
1240	2524-9210000 MILEPOST MARKERS	5.000 EACH	150.00000		750.00	
1250	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	249.000 LF	15.00000		3,735.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1260	2524-9276021 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	2.000 EACH	250.00000		500.00	
1270	2524-9276027 PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	15.000 EACH	350.00000		5,250.00	
1280	2524-9278046 STEEL BREAKAWAY SIGN POSTS, RECTANGULAR TUBE, 4" X 6"	19.500 LF	42.00000		819.00	
1290	2524-9281210 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	133.000 LF	51.00000		6,783.00	
1300	2524-9281426 STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 12 X 26	363.000 LF	54.00000		19,602.00	
1310	2524-9290009 SIGN MOUNTING BRACKETS, SPECIAL	6.000 EACH	200.00000		1,200.00	
1320	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	212.000 SF	20.00000		4,240.00	
1330	2524-9380001 TYPE B SIGNS, EXTRUDED ALUMINUM STRUCTURAL PANEL	1,235.000 SF	25.00000		30,875.00	
1340	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		500.00	
1350	2533-4980005 MOBILIZATION	LUMP	LUMP		10,000.00	

CONTRACT SCHEDULE OF PRICES

Vendor No.: FL120 Bid Order No.: 102
 Contract ID No.: 27-0351-154 Letting Date: May 19, 2015
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.
 Primary County: DECATUR

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1360	2599-9999005 ('EACH' ITEM) REMOVAL OF DELINEATORS AND MILEPOSTS	 156.000 EACH	 50.00000		 7,800.00	
TOTAL BID					11,623,053.19	

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
102	27-0351-154	PCC PAVEMENT - GRADE & REPLACE	DECATUR	IMX-035-1(154)0--02-27 IMN-035-1(156)0--0E-27	19MAY102.A01

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Add Proposal Line No. 0881 2590-0000020 PROJECT MANAGEMENT; LS, LS

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

Make the following change to the PROPOSAL SPECIAL PROVISIONS LIST:

Add the following:

SS-12009 SUPPLEMENTAL SPECIFICATIONS FOR PROJECT MANAGEMENT

Make the following change to the PROPOSAL SPECIAL PROVISIONS TEXT:

Add the following:

SS-12009 SUPPLEMENTAL SPECIFICATIONS FOR PROJECT MANAGEMENT
Effective Date February 18, 2014

Add the attached SS-12009 to the proposal:



Iowa Department of Transportation

SUPPLEMENTAL SPECIFICATIONS FOR PROJECT MANAGEMENT

Effective Date
February 18, 2014

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

12009.01 DESCRIPTION.

The Contractor shall provide a Project Manager to perform project management responsibilities as described in this Supplemental Specification.

12009.02 COORDINATION OF SUBCONTRACTORS.

The Project Manager shall be on the project at the beginning of each phase of work to be performed by a subcontractor. The Project Manager shall coordinate the work of each subcontractor working on the project and shall ensure that the subcontractor understands the scope of work required by the contract documents.

12009.03 COMMUNICATION WITH THE ENGINEER.

The Project Manager shall be responsible for communicating requests for information regarding details of the contract with the Engineer.

12009.04 DOCUMENTATION OF ITEM PROGRESS.

- A.** The Project Manager, or designated representative, shall take and record item measurements and perform calculations to determine pay quantities for invoicing work performed. The items shall be measured as defined in the Method of Measurement specified for each item. The measurements shall be accurate to the nearest 0.1 unit unless otherwise specified in the contract documents.
- B.** As a minimum, the following information shall be included for all item quantity records and measurements:
 - Project Number
 - Proposal Line No. and Item Code
 - Date the work was performed
 - Name of contractor/subcontractor performing the work
 - Location of the work
 - Measured quantity
 - Calculations made to arrive at the quantity
 - Remarks and/ or supporting sketch as needed to clearly define the work performed and quantity measured
 - Names of persons measuring the work

- Identification of whether the measurement is interim or final
 - Signed certification statement by the persons taking the measurements, performing the calculations, and submitting them for payment that the measurement and calculations are correct.
- C. The Contracting Authority will make available the item forms that shall be used for recording item progress. The Contractor may submit alternative forms to the Engineer for approval.
- D. When the method of measurement requires weighing or volume measurement in the hauling vehicle, the Project Manager, or designated representative, shall collect the scale tickets and record the location and placement of the material. The Project Manager shall furnish the original truck scale tickets and a signed, written summary of the delivery of the material to the Engineer at the end of each working day.
- E. For lump sum items, the records shall support invoiced progress payments for pay estimates.
- F. Unless otherwise specified, the item measurement shall be made when the work is in place and complete. When the work is not complete, the item measurement records shall be submitted as interim measurements.
- G. The quantities submitted for payment by the Project Manager shall not include measurements for quantities of work performed outside the scope of work included in the contract without written authorization from the Engineer. The Project Manager shall not submit quantities of work performed to establish or remove plant sites, storage areas, or temporary areas used for Contractor operations.
- H. Project Manager shall submit item measurement records to the Engineer by the end of the following working day, or before subsequent work prevents verification of completed quantities, whichever occurs first.
- I. When the quantity of work required for an item exceeds the contract quantity, the Project Manager shall notify the Engineer, in writing, that extra work is being performed. The notification shall include the location and an estimate of the quantity of extra work.
- J. When extra work, as defined in Article 1109.03, B, of the Standard Specifications, is required, the Project Manager shall notify the Engineer, in writing, of the project number, quantity, contractor that will perform the work, and proposed cost settlement of extra work prior to beginning work. Project Manager and Engineer must agree on quantity and cost before extra work is performed. For unusual circumstances, Contractor may proceed with work upon verbal agreement. The Engineer will issue a change order within 3 working days of the agreement. Contractor shall promptly return the signed change order to ensure prompt payment for extra work.
- K. The Project Manager and Engineer shall agree on a tracking system that will ensure mutual agreement on the status of all change orders.
- L. The Engineer will randomly select quantities for verification. If discrepancies between quantities furnished by the Project Manager and verified by the Engineer occur, Project Manager and Engineer must reconcile differences before payment is processed. The Project Manager shall arrange to have the items in question remeasured and resubmitted if it is determined the original measurement included unacceptable or incomplete quantities of work. In the event the Project Manager, or designated representative, repeatedly fails to perform measurements as required, the Engineer will measure all quantities, and reduce final payment for the item, Project Management.

- M. If the Engineer withholds quantities for payment, the Project Manager will be provided the details, quantity, and reason for withholding payment. The Project Manager shall correct all deficiencies that have resulted in the withholding of payment within 2 weeks.

12009.05 SUBMISSION OF MATERIAL APPROVAL DOCUMENTATION.

Project Manager shall maintain a Material Approval Record. This record shall include all material approval documentation as required for the basis of acceptance by Materials I.M. 204 except for material approved by visual inspection or tests performed by the Engineer. This includes certification statements for all certified materials incorporated in the project. For materials approved by brand name from an approved source, the Project Manager, or designated representative, shall document the brand name, producer, quantity, and appropriate Materials I.M. for the material incorporated. Copies of these documents shall be provided to the Engineer when reporting item progress for progress payments.

12009.06 FALSE STATEMENTS.

The Contractor shall inform all personnel performing project management activities of the following provisions regarding the falsification of reports and certifications:

- FHWA 1273, IX False Statements;
- Code of Iowa 714.8, Subsection 3, Fraudulent Practices; and
- Article 1102.03, C, 5, of the Standard Specifications; Imposition of Increase in Bidder Qualification Requirements, Suspension, and Disqualification.

12009.07 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

- A. The Lump Sum price for Project Management shall be full compensation for coordinating, communicating, measuring, recording, and submitting the required documentation for all projects on the contract. Final payment may be reduced for failure to perform these requirements.
- B. Progress payments for this item will be made at the same rate as the percent of work completed.

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 15, 2015

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
102	27-0351-154	PCC PAVEMENT - GRADE & REPLACE	DECATUR	IMX-035-1(154)0--02-27 IMN-035-1(156)0--0E-27	19MAY102.A02

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0140 2125-2225050 RESHAPING DITCHES:
From: 90.000 STA
To: .900 STA

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

Replace plan sheet C.18 with the attached for project IMX-035-1(154)0--02-27

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

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

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

PREDETERMINED WAGE RATE

IA15 - 1.0

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

	PREDETERMINED WAGE RATE	IA15 - 1.0
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;

PREDETERMINED WAGE RATE

IA15 - 1.0

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.

PREDETERMINED WAGE RATE

IA15 - 1.0

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

PREDETERMINED WAGE RATE

IA15 - 1.0

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

PREDETERMINED WAGE RATE

IA15 - 1.0

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 041
HARRISON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$35.24	52	53	\$24.48
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$31.79	54	1	\$16.61
Carpenter			\$15.00	FED		\$1.97
Cement Mason			\$26.33	9	3	\$11.50
Communication Technician			\$15.50	FED		\$2.14
Electrician (Inside Wireman)			\$36.14	13	72	\$16.26 + 10%
Electrician (Outside-Line Construction/Lineman)			\$38.60	125	65	\$5.00 + 34.5%
Lineman Operator			\$36.54	125	65	\$5.00 + 34.5%
Groundman			\$24.95	125	65	\$5.00 + 34.5%
Elevator Constructor		a	\$42.940	26	54	\$28.335
Glazier			\$14.50	FED		\$2.19
Ironworker			\$27.50	50	4	\$27.35
Laborer (Building):						
General			\$22.26	115	4	\$11.55
First Semi-Skilled			\$22.46	115	4	\$11.55
Second Semi-Skilled			\$22.61	115	4	\$11.55
Lather			\$31.70	63	68	\$15.05
Linoleum Layer and Cutter			\$33.82	46	67	\$15.05
Marble Mason			\$33.76	25	4	\$14.66
Marble Finisher			\$23.78	25	4	\$9.18
Millwright			\$36.05	63	68	\$15.05
Operating Engineer						
Group I			\$35.35	85	4	\$15.01
Group II			\$34.54	85	4	\$15.01
Group III			\$28.99	85	4	\$15.01
Group III-A			\$33.20	85	4	\$15.01
Group IV						
Group V			\$30.59	85	4	\$15.01
Painter			\$22.41	37	4	\$15.42
Pile Driver			\$36.05	63	68	\$15.05
Pipe Fitter			\$34.50	107	34	\$19.05
Plasterer			\$24.94	94	5	\$11.55
Plumber			\$34.50	107	34	\$19.05
Roofer \ Waterproofer			\$27.50	96	4	\$14.11
Sheet Metal Worker			\$31.40	17	22	\$13.13
Sprinkler Fitter - Fire Protection			\$31.75	33	19	\$18.90
Terrazzo Worker			\$33.76	25	4	\$14.66
Terrazzo Finisher			\$23.78	25	4	\$9.18
Tile Setter			\$33.76	25	4	\$14.66
Tile Finisher			\$23.78	25	4	\$9.18
Traffic Control Service Driver			\$25.685	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$20.03	99	59	\$4.25
Group II						
Group III			\$20.08	99	59	\$4.25
Group IV						

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**HARRISON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**HARRISON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**HARRISON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

NO. 54: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather. When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**HARRISON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 70: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The Employer may, at his discretion, vary the starting time by up to one (1) hour, either prior to or after the normal starting time. The Employer may work four (4) ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Overtime will be paid for work outside of the established starting and quitting times. All overtime work between eight (8) hours and ten (10) hours on regular scheduled working days and the first ten (10) hours on Saturday, beginning at the regular starting time, will be paid at time and one-half (1½). All other overtime, on Saturday, Sunday and recognized holidays shall be paid for at double (2) the straight time rate of pay. If any of the recognized holidays fall on Friday, Saturday, Sunday or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**HARRISON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 96: A regular workday shall consist of eight (8) working hours. Any work performed over these eight (8) hours per day shall be paid at one and one-half (1½) time the straight time rate. A regular workday may be extended to ten (10) working hours. Any work performed over these ten (10) hours per day shall be paid at one and one-half (1½) times the straight time rate. The regular work week shall begin on Monday and shall continue through Friday. Saturday shall be considered as overtime, and shall be paid for at time and one-half; Sunday and Holidays shall be paid for at double (2) time.

NO. 99: Means the regular eight (8) hour work day shall be from 8:00 a.m. to 5:00 p.m., unless one-half (½) hour is taken for lunch, and in such case, the hours of work shall be from 8:00 a.m. to 4:30 p.m. The regular work days each week shall be from Monday through Friday. Time and one-half (1½) shall be paid for all work in excess of the regular eight (8) hour work day and regular forty (40) hour work week. Double (2) time shall be paid for all work performed on Sunday and recognized holidays.

NO. 107: Means the regular work day shall be eight (8) hours from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour lunch Monday through Friday. Starting time may be adjusted up to two (2) hours or after the regular starting time. Employees shall receive time and one-half (1½) for the first two (2) hours of overtime if they immediately follow or precede the normal work day, Monday through Friday, and the first ten (10) hours on Saturday. An Employee receiving the double (2) time rate of pay shall continue to do so for all consecutively worked hours on that specific job, even if these hours overlap into the following work day. All other overtime is double (2) time, including holidays and Sundays. The employer may institute a four (4) consecutive ten (10) hour day work week. Either Monday through Thursday or Tuesday through Friday. The starting and quitting times must also be established at the time the agreement is made. After ten (10) hours in a day, or forty (40) hours in an established workweek, or hours worked outside of the established starting and quit time times, between 6:00am – 6:30pm, the applicable overtime rate will be paid for all hours worked. A make-up day may be utilized on either Monday or Friday, whichever day is the normal scheduled day off.

NO. 115: Means eight (8) hours shall constitute a normal day's work as follows: 7:00 – 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 – 4:30 p.m. Monday through Friday. The lunch break may be of sixty (60) minutes duration and quitting time delayed accordingly. Employees working before or after these specified hours shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and Holiday work shall be double (2) time. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay. During periods of intemperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

HARRISON COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 1: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

HARRISON COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 34: All work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. The recognized holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The day separating one of the above holidays from the weekend, if worked, shall be paid double (2) time. Any holiday falling on Sunday, will be observed on the following Monday, and be paid accordingly. Any holiday falling on Saturday will be observed on the preceding Friday, and be paid accordingly. When one of the above holidays falls on Tuesday, the preceding Monday will be observed as a non-working holiday. When one of the above holidays falls on Thursday, such as Thanksgiving, the following Friday will be observed as a non-working holiday. When a holiday falls on Monday, Tuesday will be observed as a non-working holiday, and when a holiday falls on a Friday, then Thursday will be observed as a non-working holiday. No work will be allowed on Labor Day, except in case of an emergency.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO 59: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day or any days celebrated in lieu thereof when such holidays fall on Sunday, shall be paid at the double (2) time rate of pay.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**HARRISON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

Heavy Construction Rates for
HARRISON County

Section 041

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$28.63	23	16	\$15.05
Electrician (Outside-Line Construction)\Lineman		\$38.60	18	24	\$5.00 + 34.5%
Lineman Operator		\$36.54	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$24.95	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer		\$24.67	4	18	\$12.36
Skilled Laborer		\$25.02	4	18	\$12.36
Millwright		\$28.63	23	16	\$15.05
Operating Engineer					
Group I		\$32.19	5	15	\$15.01
Group II		\$31.79	5	15	\$15.01
Group III		\$31.79	5	15	\$15.01
Group IV		\$29.79	5	15	\$15.01
Oiler-Driver		\$29.79	5	15	\$15.01
Pile Driver		\$28.63	23	16	\$15.05
Traffic Control Service Driver		\$25.685	26	25	\$9.045
Truck Driver-Teamster					
Group I		\$27.49	12	3	\$11.65
Group II		\$27.65	12	3	\$11.65
Group III		\$27.64	12	3	\$11.65
Group IV		\$27.76	12	3	\$11.65

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
HARRISON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**REPLACEMENT PAGE
HARRISON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period.. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**HARRISON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.