

# CONTRACT

FA96 (Form 650019)  
05-12

Letting Date: February 19, 2013 Contract ID: 30-0861-010  
County: DICKINSON Project Engineer: CHEROKEE RCE  
Cost Center: 611000 Object Code: 890  
Contract Work Type: PCC PAVEMENT - GRADE/REPLACE

Bid Order No.: 103

DBE Commitment \$0.00

2013 MAR 6 AM 9:48:12

This agreement made and entered by and between the IOWA DEPARTMENT OF TRANSPORTATION,  
CONTRACTING AUTHORITY, AND  
CEDAR VALLEY CORP., LLC. OF WATERLOO, IA, (CE099), 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 02/19/2013.

SEE ATTACHED PROJECT LIST ON PAGE 1C.

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2012 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: DS-12007, DS-12012, DS-12021, DS-12025, DS-12027, DS-12028, DS-12034, DS-12037, FHWA-1273.05, GS-12001, IA13-1.0, MNPW-10.1, MN13-25.0, SP-120017, SP-120018, SS-12005, ADDENDUMS: 19FEB103.A01, 19FEB103.A02, 19FEB103.A03, 19FEB103.A04, 19FEB103.A05

Contractor, for and in considerations of \$7,414,365.43 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.

By [Signature], \_\_\_\_\_ Contractor (if joint venture)  
Contractor  
By [Signature], \_\_\_\_\_ Contracting Authority  
Contract Award Date MAR 8 2013

Iowa DOT Concurrence \_\_\_\_\_ For Local Agency Contracts \_\_\_\_\_ Concurrence Date \_\_\_\_\_

Letting Date: February 19, 2013 Contract ID: 30-0861-010

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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 SPECIFIED START 04/01/2013 5 WORKING DAYS	\$1,500.00
01	SPECIFIED START 04/01/2013 235 CALENDAR DAYS SEE SITE NUMBER 01 DESCRIPTION BELOW.	\$15,000.00

CONTRACT NOTES

\*\*\* WORKING DAYS \*\*\*

THE WORKING DAYS ARE INTENDED FOR COMPLETION OF CONTRACT ITEMS/CLEAN UP THAT DOES NOT REQUIRE THE DETOUR.

\*\*\* INCENTIVE/DISINCENTIVE - SITE 01 \*\*\*

SECTION 1111 OF THE STANDARD SPECIFICATIONS FOR INCENTIVE/DISINCENTIVE (I/D) FOR EARLY COMPLETION SHALL APPLY TO THIS PROJECT WITH THE FOLLOWING CONDITIONS:  
 CALENDAR/CLOSURE DAYS: 235  
 MAXIMUM INCENTIVE: \$450,000.00  
 INCENTIVE RATE PER DAY: \$15,000.00  
 DISINCENTIVE/LIQUIDATED DAMAGES RATE PER DAY: \$15,000.00  
 THE CRITICAL CLOSURE ACTIVITY INCLUDES COMPLETION OF ALL CONTRACT ITEMS THAT REQUIRE THE DETOUR. THE INCENTIVE/DISINCENTIVE/LIQUIDATED DAMAGES AMOUNT WILL BE PAID/COLLECTED BY THE CONTRACTING AUTHORITY UPON COMPLETION OF THE CRITICAL CLOSURE ACTIVITY.

LETTING DATE: February 19, 2013

BID ORDER NO.: 103

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PROJECT: HSIPX-086-1(8)--3L-30	COUNTY: DICKINSON
WORK TYPE: PCC PAVEMENT - GRADE/REPLACE	ACCOUNTING ID: 30411
ROUTE: IOWA 86	LENGTH (MILES): 1.24
LOCATION: FROM 1 MILE S. TO JUST N. OF MINNESOTA STATE LINE	
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT	
PROJECT AMOUNT: \$2,028,365.03	

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PROJECT: STP-086-1(10)--2C-30	COUNTY: DICKINSON
WORK TYPE: PCC PAVEMENT - GRADE/REPLACE	ACCOUNTING ID: 30412
ROUTE: IOWA 86	LENGTH (MILES): 3.88
LOCATION: IA 86 FROM IA. 9 N. TO THE RELOC. CURVES JUST S. OF MINNESOTA STATE LINE	
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT	
PROJECT AMOUNT: \$5,314,903.90	

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PROJECT: HSIPX-086-1(14)--3L-30	COUNTY: DICKINSON
WORK TYPE: TRAFFIC SIGNS	ACCOUNTING ID: 30413
ROUTE: IOWA 86	LENGTH (MILES): 0
LOCATION: FROM 1 MILE S. TO JUST N. OF MINNESOTA STATE LINE	
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT	MILE POST: 7.68 TO 12.61
PROJECT AMOUNT: \$71,096.50	

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CONTRACT SCHEDULE OF PRICES

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Vendor No.: CE099 Bid Order No.: 103  
 Contract ID No.: 30-0861-010 Letting Date: February 19, 2013  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DICKINSON

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
SECTION 0001 ROADWAY ITEMS				
0010	2101-0850001 CLEARING AND GRUBBING	0.400   ACRE	6,000.00000	2,400.00
0020	2101-0850002 CLEARING AND GRUBBING	11.000   UNIT	8.00000	88.00
0030	2102-0425046 SELECTED BACKFILL	29,200.000   CY	2.31000	67,452.00
0040	2102-0425070 SPECIAL BACKFILL	3,993.100   TON	8.56000	34,180.94
0050	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	86,785.000   CY	1.88000	163,155.80
0060	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	80.000   CY	50.00000	4,000.00
0070	2102-4560000 LOCATING TILE LINES	169.780   STA	100.00000	16,978.00
0080	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	29,899.000   CY	2.50000	74,747.50
0090	2107-0875100 COMPACTION WITH MOISTURE CONTROL	93,304.000   CY	0.25000	23,326.00
0100	2108-5025000 OVERHAUL	4,083,521   ST-Y	0.03000	122,505.63
0110	2111-8174100 GRANULAR SUBBASE	33,268.700   SY	3.40000	113,113.58

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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0120	2121-7425010 GRANULAR SHOULDERS, TYPE A	3,496.900  TON	24.20000		84,624.98	
0130	2123-7450000 SHOULDER CONSTRUCTION, EARTH	166.200  STA	198.00000		32,907.60	
0140	2301-1003095 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3 DURABILITY, 9.5 IN.	27,225.300  SY	24.80000		675,187.44	
0160	2301-9090000 QUALITY MANAGEMENT - CONCRETE (QM-C)	7,750.100  CY	1.00000		7,750.10	
0170	2303-9093010 HOT MIX ASPHALT, DRIVEWAY	160.100  SY	50.00000		8,005.00	
0180	2312-8260051 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	846.400  TON	23.40000		19,805.76	
0190	2402-0425040 FLOODED BACKFILL	348.000  CY	27.00000		9,396.00	
0200	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	469.300  CY	5.00000		2,346.50	
0210	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	2.000  EACH	570.00000		1,140.00	
0220	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	72.000  LF	38.00000		2,736.00	
0230	2417-0225030 APRONS, METAL, 30 IN. DIA.	2.000  EACH	275.00000		550.00	

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			Dollars	Cts	Dollars	Cts
0240	2417-0225036 APRONS, METAL, 36 IN. DIA.	8.000 EACH	375.00000		3,000.00	
0250	2417-0250042 APRONS, METAL, ARCH, 42 IN. X 29 IN.	2.000 EACH	355.00000		710.00	
0260	2417-0250057 APRONS, METAL, ARCH, 57 IN. X 38 IN.	2.000 EACH	700.00000		1,400.00	
0270	2417-1100042 CULVERT, CORRUGATED METAL ARCH ROADWAY PIPE, 42 IN. X 29 IN.	52.000 LF	39.00000		2,028.00	
0280	2417-1100057 CULVERT, CORRUGATED METAL ARCH ROADWAY PIPE, 57 IN. X 38 IN.	84.000 LF	63.00000		5,292.00	
0290	2422-0360018 APRONS, UNCLASSIFIED, 18 IN. DIA.	10.000 EACH	105.00000		1,050.00	
0300	2422-0360024 APRONS, UNCLASSIFIED, 24 IN. DIA.	2.000 EACH	180.00000		360.00	
0310	2422-0360036 APRONS, UNCLASSIFIED, 36 IN. DIA.	4.000 EACH	380.00000		1,520.00	
0320	2422-0360048 APRONS, UNCLASSIFIED, 48 IN. DIA.	4.000 EACH	725.00000		2,900.00	
0330	2422-1722018 CULVERT, UNCLASSIFIED ENTRANCE PIPE, 18 IN. DIA.	283.000 LF	23.00000		6,509.00	
0340	2422-1722024 CULVERT, UNCLASSIFIED ENTRANCE PIPE, 24 IN. DIA.	30.000 LF	27.50000		825.00	

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			Dollars	Cts	Dollars	Cts
0350	2422-1722036 CULVERT, UNCLASSIFIED ENTRANCE PIPE, 36 IN. DIA.	78.000 LF	44.00000		3,432.00	
0360	2422-1722048 CULVERT, UNCLASSIFIED ENTRANCE PIPE, 48 IN. DIA.	94.000 LF	49.00000		4,606.00	
0370	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	10,452.000 LF	3.21000		33,550.92	
0380	2502-8214512 SUBDRAIN, 1500D CONCRETE PIPE, 12 IN. DIA.	272.000 LF	29.70000		8,078.40	
0390	2502-8214515 SUBDRAIN, 1500D CONCRETE PIPE, 15 IN. DIA.	816.000 LF	36.00000		29,376.00	
0400	2502-8214530 SUBDRAIN, 1500D CONCRETE PIPE, 30 IN. DIA.	933.000 LF	64.00000		59,712.00	
0410	2502-8220196 SUBDRAIN OUTLET, RF-19E	46.000 EACH	150.00000		6,900.00	
0420	2506-4984000 FLOWABLE MORTAR	64.400 CY	125.00000		8,050.00	
0430	2507-3250005 ENGINEERING FABRIC	416.300 SY	3.00000		1,248.90	
0440	2507-8029000 EROSION STONE	343.000 TON	58.00000		19,894.00	
0450	2510-6745850 REMOVAL OF PAVEMENT	12,977.900 SY	3.12000		40,491.05	

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			Dollars	Cts	Dollars	Cts
0460	2515-6745600 REMOVAL OF PAVED DRIVEWAY	158.300 SY	5.00000		791.50	
0470	2518-6910000 SAFETY CLOSURE	5.000 EACH	200.00000		1,000.00	
0480	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	269.580 STA	17.50000		4,717.65	
0490	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		17,500.00	
0500	2533-4980005 MOBILIZATION	LUMP	LUMP		30,000.00	
0510	2548-0000200 MILLED SHOULDER RUMBLE STRIPS, PCC SURFACE	101.800 STA	20.00000		2,036.00	
0520	2599-9999003 ('CUBIC YARDS' ITEM) MECHANICAL BACKFILL FOR ROADWAY PIPE	457.300 CY	3.15000		1,440.50	
0530	2599-9999009 ('LINEAR FEET' ITEM) CULVERT, HIGH DENSITY POLYETHYLENE ROADWAY PIPE, 30 IN. DIA.	96.000 LF	44.50000		4,272.00	
0540	2599-9999009 ('LINEAR FEET' ITEM) CULVERT, HIGH DENSITY POLYETHYLENE ROADWAY PIPE, 36 IN. DIA.	596.000 LF	60.00000		35,760.00	
0550	2601-2633100 MOWING	10.000 ACRE	24.00000		240.00	

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0560	2601-2634100 MULCHING	10.000   ACRE	700.00000	7,000.00
0570	2601-2642100 STABILIZING  CROP - SEEDING AND  FERTILIZING	10.000   ACRE	95.00000	950.00
0580	2601-2642120 STABILIZING  CROP - SEEDING AND  FERTILIZING (URBAN)	0.500   ACRE	500.00000	250.00
0590	2602-0000020 SILT FENCE	3,438.000   LF	1.75000	6,016.50
0600	2602-0000030 SILT FENCE  FOR DITCH CHECKS	1,468.000   LF	2.15000	3,156.20
0610	2602-0000050 SILT BASINS	26.000   EACH	100.00000	2,600.00
0620	2602-0000071 REMOVAL OF  SILT FENCE OR SILT FENCE  FOR DITCH CHECKS	1,963.000   LF	0.70000	1,374.10
0630	2602-0000101 MAINTENANCE  OF SILT FENCE OR SILT  FENCE FOR DITCH CHECK	393.000   LF	2.20000	864.60
0640	2602-0000306 PERIMETER  AND SLOPE SEDIMENT  CONTROL DEVICE, 6 IN.  DIA.	100.000   LF	3.90000	390.00
0650	2602-0000312 PERIMETER  AND SLOPE SEDIMENT  CONTROL DEVICE, 12 IN.  DIA.	100.000   LF	4.00000	400.00

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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0660	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	 100.000  LF	 5.10000	 510.00
0670	2602-0010010 MOBILIZATIONS, EROSION CONTROL	 1.000  EACH	 500.00000	 500.00
0680	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	 1.000  EACH	 1,000.00000	 1,000.00
0681	2213-7100400 RELOCATION OF MAIL BOXES	 3.000  EACH	 150.00000	 450.00
SECTION 0003 ALTERNATE 'AA' OPTION 2: NON-MACHINE CONTROL BID THIS SECTION IF ALTERNATE 'AA' OPTION 2 IS CHOSEN-(008) ALT GROUP AA2				
0720	2526-8285000 CONSTRUCTION SURVEY	 LUMP	 LUMP	 40,000.00
SECTION 0004 ALTERNATE 'BB' OPTION 1: PCC PAVED SHOULDER BID THIS SECTION IF ALTERNATE 'BB' OPTION 1 IS CHOSEN-(008) ALT GROUP BB1				
0730	2122-5190006 PAVED SHOULDER, P.C. CONCRETE, 6 IN.	 4,766.200  SY	 18.11000	 86,315.88
SECTION 0006 PAYMENT ADJUSTMENT INCENTIVE ITEMS HSIPX-086-1(008)--3L-30				
0750	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	 26,000.000  EACH	 1.00000	 26,000.00

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			Dollars	Cts	Dollars	Cts
0760	2301-7000120 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR QM-C PCC PAVEMENT COARSENESS AND WORKABILITY FACTORS	 23,500.000  EACH	 1.00000		 23,500.00	
0770	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	 22,000.000  EACH	 1.00000		 22,000.00	
SECTION 0007 ROADWAY ITEMS - STP-086-1(010)--2C-30						
0780	2101-0850001 CLEARING AND GRUBBING	 2.000  ACRE	 10,000.00000		 20,000.00	
0790	2101-0850002 CLEARING AND GRUBBING	 2,168.000  UNIT	 5.00000		 10,840.00	
0800	2102-0425046 SELECTED BACKFILL	 73,418.000  CY	 2.31000		 169,595.58	
0810	2102-0425070 SPECIAL BACKFILL	 13,417.700  TON	 8.56000		 114,855.51	
0820	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	 267,731.000  CY	 1.88000		 503,334.28	
0830	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	 125.000  CY	 50.00000		 6,250.00	
0840	2102-2713070 EXCAVATION, CLASS 13, ROADWAY AND BORROW	 10.000  CY	 6.00000		 60.00	

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0850	2102-4560000 LOCATING TILE LINES	409.500 STA	100.00000	40,950.00
0860	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	71,387.000 CY	2.50000	178,467.50
0870	2107-0875100 COMPACTION WITH MOISTURE CONTROL	272,660.000 CY	0.25000	68,165.00
0880	2108-5025000 OVERHAUL	4,271,962 ST-Y	0.03000	128,158.86
0890	2111-8174100 GRANULAR SUBBASE	78,243.600 SY	3.05000	238,642.98
0900	2121-7425010 GRANULAR SHOULDERS, TYPE A	6,231.100 TON	24.12000	150,294.13
0910	2122-5190007 PAVED SHOULDER, P.C. CONCRETE, 7 IN.	1,645.600 SY	20.81000	34,244.94
0920	2123-7450000 SHOULDER CONSTRUCTION, EARTH	397.100 STA	263.00000	104,437.30
0930	2123-7450020 SHOULDER FINISHING, EARTH	16.450 STA	100.00000	1,645.00
0940	2301-1003095 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3 DURABILITY, 9.5 IN.	64,493.300 SY	21.94000	1,414,983.00
0950	2301-4875006 MEDIAN, P.C. CONCRETE, 6 IN.	3.600 SY	100.00000	360.00

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0970	2301-9090000 QUALITY MANAGEMENT - CONCRETE (QM-C)	 17,019.100   CY	 1.00000	 17,019.10
0980	2301-9091000 RUMBLE STRIP PANEL (PCC SURFACE)	 2.000   EACH	 150.00000	 300.00
0990	2312-8260051 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	 8,464.000   TON	 22.15000	 187,477.60
1000	2401-6745650 REMOVAL OF EXISTING STRUCTURES	 LUMP	 LUMP	 600.00
1010	2402-0425040 FLOODED BACKFILL	 1,062.000   CY	 27.00000	 28,674.00
1020	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	 3,502.000   CY	 5.00000	 17,510.00
1030	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	 7.000   EACH	 540.00000	 3,780.00
1040	2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	 3.000   EACH	 760.00000	 2,280.00
1050	2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	 2.000   EACH	 1,050.00000	 2,100.00
1060	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	 576.000   LF	 38.00000	 21,888.00
1070	2416-1180030 CULVERT, CONCRETE ROADWAY PIPE, 30 IN. DIA.	 312.000   LF	 54.00000	 16,848.00

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			Dollars	Cts	Dollars	Cts
1080	2416-1180036 CULVERT, CONCRETE ROADWAY PIPE, 36 IN. DIA.	120.000 LF	75.00000		9,000.00	
1090	2417-0225024 APRONS, METAL, 24 IN. DIA.	14.000 EACH	160.00000		2,240.00	
1100	2417-0225030 APRONS, METAL, 30 IN. DIA.	4.000 EACH	265.00000		1,060.00	
1110	2417-0225036 APRONS, METAL, 36 IN. DIA.	2.000 EACH	375.00000		750.00	
1120	2417-0225048 APRONS, METAL, 48 IN. DIA.	2.000 EACH	730.00000		1,460.00	
1130	2417-1060024 CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	750.000 LF	31.00000		23,250.00	
1140	2417-1060030 CULVERT, CORRUGATED METAL ROADWAY PIPE, 30 IN. DIA.	130.000 LF	39.50000		5,135.00	
1150	2417-1060036 CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	94.000 LF	43.00000		4,042.00	
1160	2422-0360018 APRONS, UNCLASSIFIED, 18 IN. DIA.	38.000 EACH	110.00000		4,180.00	
1170	2422-0360024 APRONS, UNCLASSIFIED, 24 IN. DIA.	2.000 EACH	160.00000		320.00	
1180	2422-1722018 CULVERT, UNCLASSIFIED ENTRANCE PIPE, 18 IN. DIA.	1,183.000 LF	25.00000		29,575.00	

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Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1190	2422-1722024 CULVERT, UNCLASSIFIED ENTRANCE PIPE, 24 IN. DIA.	58.000 LF	29.00000		1,682.00	
1200	2435-0251218 INTAKE, SW-512, 18 IN.	6.000 EACH	1,200.00000		7,200.00	
1210	2435-0251230 INTAKE, SW-512, 30 IN.	1.000 EACH	3,000.00000		3,000.00	
1220	2435-0256200 INTAKE, SW-562	1.000 EACH	3,500.00000		3,500.00	
1230	2502-8212034 SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	41,936.000 LF	3.21000		134,614.56	
1240	2502-8214512 SUBDRAIN, 1500D CONCRETE PIPE, 12 IN. DIA.	1,357.000 LF	29.70000		40,302.90	
1250	2502-8214515 SUBDRAIN, 1500D CONCRETE PIPE, 15 IN. DIA.	470.000 LF	36.00000		16,920.00	
1260	2502-8214530 SUBDRAIN, 1500D CONCRETE PIPE, 30 IN. DIA.	156.000 LF	64.00000		9,984.00	
1270	2502-8220196 SUBDRAIN OUTLET, RF-19E	166.000 EACH	150.00000		24,900.00	
1280	2502-8220197 SUBDRAIN OUTLET (RF-19F)	1.000 EACH	500.00000		500.00	
1290	2506-4984000 FLOWABLE MORTAR	9.700 CY	125.00000		1,212.50	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: CE099 Bid Order No.: 103  
 Contract ID No.: 30-0861-010 Letting Date: February 19, 2013  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DICKINSON

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1300	2507-3250005 ENGINEERING FABRIC	998.900 SY	3.00000	2,996.70
1310	2507-8029000 EROSION STONE	985.600 TON	58.00000	57,164.80
1320	2510-6745850 REMOVAL OF PAVEMENT	51,414.800 SY	3.13000	160,928.32
1330	2518-6910000 SAFETY CLOSURE	8.000 EACH	200.00000	1,600.00
1340	2520-3350010 FIELD LABORATORY	1.000 EACH	5,000.00000	5,000.00
1350	2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	140.000 LF	15.00000	2,100.00
1360	2524-9325007 TYPE A SIGNS, PLYWOOD	123.000 SF	20.00000	2,460.00
1370	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	535.380 STA	17.50000	9,369.15
1380	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP	38,500.00
1390	2528-9290004 CHANGEABLE MESSAGE SIGNS, PORTABLE	100.000 CDAY	50.00000	5,000.00
1400	2533-4980005 MOBILIZATION	LUMP	LUMP	71,000.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: CE099 Bid Order No.: 103  
 Contract ID No.: 30-0861-010 Letting Date: February 19, 2013  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DICKINSON

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1410	2548-0000200 MILLED  SHOULDER RUMBLE STRIPS,  PCC SURFACE	 328.100   STA	 20.00000		 6,562.00	
1420	2599-9999003 ('CUBIC  YARDS' ITEM) MECHANICAL  BACKFILL FOR ROADWAY  PIPE	 1,327.000   CY	 3.15000		 4,180.05	
1430	2599-9999009 ('LINEAR  FEET' ITEM) CULVERT,  HIGH DENSITY  POLYETHYLENE ROADWAY  PIPE, 24 IN. DIA.	 180.000   LF	 34.00000		 6,120.00	
1440	2599-9999009 ('LINEAR  FEET' ITEM) CULVERT,  HIGH DENSITY  POLYETHYLENE ROADWAY  PIPE, 30 IN. DIA.	 164.000   LF	 44.50000		 7,298.00	
1450	2599-9999009 ('LINEAR  FEET' ITEM) CULVERT,  HIGH DENSITY  POLYETHYLENE ROADWAY  PIPE, 48 IN. DIA.	 128.000   LF	 77.00000		 9,856.00	
1460	2601-2633100 MOWING	 80.000   ACRE	 24.00000		 1,920.00	
1470	2601-2634100 MULCHING	 80.000   ACRE	 700.00000		 56,000.00	
1480	2601-2642100 STABILIZING  CROP - SEEDING AND  FERTILIZING	 80.000   ACRE	 95.00000		 7,600.00	
1490	2601-2642120 STABILIZING  CROP - SEEDING AND  FERTILIZING (URBAN)	 1.000   ACRE	 800.00000		 800.00	
1500	2601-2643401 TURF  REINFORCEMENT MAT	 4.700   SQ	 60.00000		 282.00	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: CE099 Bid Order No.: 103  
 Contract ID No.: 30-0861-010 Letting Date: February 19, 2013  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DICKINSON

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
1510	2601-2700010 OUTLET OR CHANNEL SCOUR PROTECTION	 468.000   SF	 14.00000		 6,552.00	
1520	2602-0000020 SILT FENCE	 9,534.000   LF	 1.75000		 16,684.50	
1530	2602-0000030 SILT FENCE FOR DITCH CHECKS	 6,530.000   LF	 2.15000		 14,039.50	
1540	2602-0000050 SILT BASINS	 56.000   EACH	 100.00000		 5,600.00	
1550	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	 1,606.000   LF	 0.70000		 1,124.20	
1560	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	 3,213.000   LF	 0.70000		 2,249.10	
1570	2602-0000212 FLOATING SILT CURTAIN (HANGING)	 450.000   LF	 20.00000		 9,000.00	
1580	2602-0000306 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 6 IN. DIA.	 400.000   LF	 3.90000		 1,560.00	
1590	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	 400.000   LF	 4.00000		 1,600.00	
1600	2602-0000320 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	 1,527.000   LF	 4.10000		 6,260.70	

CONTRACT SCHEDULE OF PRICES

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Vendor No.: CE099 Bid Order No.: 103  
 Contract ID No.: 30-0861-010 Letting Date: February 19, 2013  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DICKINSON

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1610	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000	500.00
1620	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00000	1,000.00
1621	2213-7100400 RELOCATION OF MAIL BOXES	9.000 EACH	150.00000	1,350.00
SECTION 0009 ALTERNATE 'CC' OPTION 2: NON-MACHINE CONTROL BID THIS SECTION IF ALTERNATE 'CC' OPTION 2 IS CHOSEN-(010) ALT GROUP CC2				
1660	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP	80,000.00
SECTION 0010 ALTERNATE 'DD' OPTION 1: PCC PAVED SHOULDER BID THIS SECTION IF ALTERNATE 'DD' OPTION 1 IS CHOSEN-(010) ALT GROUP DD1				
1670	2122-5190006 PAVED SHOULDER, P.C. CONCRETE, 6 IN.	17,389.600 SY	16.91000	294,058.14
SECTION 0012 PAYMENT ADJUSTMENT INCENTIVE ITEMS STP-086-1(010)--2C-30				
1690	2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	58,000.000 EACH	1.00000	58,000.00
1700	2301-7000120 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR QM-C PCC PAVEMENT COARSENESS AND WORKABILITY FACTORS	52,000.000 EACH	1.00000	52,000.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: CE099 Bid Order No.: 103  
 Contract ID No.: 30-0861-010 Letting Date: February 19, 2013  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DICKINSON

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1710	2317-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	 48,000.000  EACH	 1.00000	 48,000.00
SECTION 0013 INCENTIVE/DISINCENTIVE ITEM FOR CONTRACT				
1720	2528-5160100 CRITICAL CLOSURE ACTIVITY INCENTIVE PAYMENT (OR DISINCENTIVE ASSESSMENT) , SITE 01	 30.000  CDAY	 15,000.00000	 450,000.00
SECTION 0014 TRAFFIC SIGNS - HSIPX-086-1(014)--3L-30				
1730	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	 2.000  EACH	 75.00000	 150.00
1740	2524-6765210 REMOVAL OF TYPE A SIGN ASSEMBLY	 70.000  EACH	 50.00000	 3,500.00
1750	2524-9081275 CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	 4.000  EACH	 850.00000	 3,400.00
1760	2524-9210000 MILEPOST MARKERS	 5.000  EACH	 100.00000	 500.00
1770	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	 993.000  LF	 14.00000	 13,902.00
1780	2524-9276024 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY CONCRETE INSTALLATION	 2.000  EACH	 350.00000	 700.00

CONTRACT SCHEDULE OF PRICES

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Vendor No.: CE099 Bid Order No.: 103  
 Contract ID No.: 30-0861-010 Letting Date: February 19, 2013  
 Primary Work Type: PCC PAVEMENT - GRADE & REPLACE 10:00 A.M.  
 Primary County: DICKINSON

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
1790	2524-9276027 PERFORATED  SQUARE STEEL TUBE POST  ANCHOR, TRIANGULAR SLIP  BASE ASSEMBLY	 82.000  EACH	 250.00000	 20,500.00
1800	2524-9281210 STEEL  BREAKAWAY SIGN POSTS FOR  TYPE A OR B SIGNS, W 8 X  21	 63.400  LF	 40.00000	 2,536.00
1810	2524-9290009 SIGN  MOUNTING BRACKETS,  SPECIAL	 10.000  EACH	 75.00000	 750.00
1820	2524-9325001 TYPE A  SIGNS, SHEET ALUMINUM	 471.000  SF	 18.50000	 8,713.50
1830	2524-9325150 INSTALL  TYPE A SIGN	 42.000  EACH	 35.00000	 1,470.00
1840	2524-9380001 TYPE B  SIGNS, EXTRUDED ALUMINUM  STRUCTURAL PANEL	 151.000  SF	 25.00000	 3,775.00
1850	2524-9680250 INSTALL  TYPE B SIGN	 5.000  EACH	 300.00000	 1,500.00
1860	2528-8445110 TRAFFIC  CONTROL	 LUMP	 LUMP	 1,200.00
1870	2533-4980005  MOBILIZATION	 LUMP	 LUMP	 8,500.00
TOTAL BID				 7,414,365.43

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: February 19, 2013  
Date of Addendum: January 24, 2012

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
103	30-0861-010	PCC PAVEMENT - GRADE & REPLACE	DICKINSON	HSIPX-086-1(8)--3L-30 STP-086-1(10)--2C-30 HSIPX-086-1(14)--3L-30	19FEB103.A01

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

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Make the following change to STP-086-1(10)--2C-30, plan sheet B.2:

Replace plan sheet B.2 with attached plan sheet B.2

Electronic grading files for projects HSIPX-086-1(8)--3L-30 and STP-086-1(10)--2C-30 are available and located at the following link:

<http://www.iowadot.gov/contracts/biddocuments/february2013.html>

**Paved Shoulder Alternates**

* 2_P_ALT_ modified				
STATION TO STATION		P Feet	C Feet	
100+18.28	190+00	4	4	
199+50	305+00	4	4	

**Curbed Shoulder**

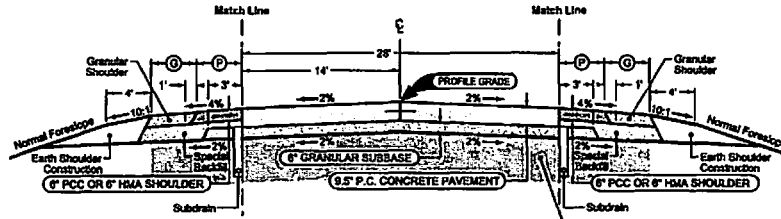
** 2_Curb_ modified				
STATION TO STATION		P Feet	Curb Type See PV-102	
190+00	193+40	9	6" Sloped	

**Curbed Shoulder**

** 2_Curb_ modified				
STATION TO STATION		P Feet	Curb Type See PV-102	
193+40	197+70	9	6" Sloped	

**Curbed Shoulder**

** 2_Curb_ modified				
STATION TO STATION		P Feet	Curb Type See PV-102	
197+70	199+50	9	6" Sloped	



**Paved Shoulder Alternates**

* 2_P_ALT_ modified				
STATION TO STATION		P Feet	C Feet	
100+21.87	214+02.5	4	4	
219+85	297+82	4	4	
301+95	305+00	4	4	

**Curbed Shoulder**

** 2_Curb_ modified				
STATION TO STATION		P Feet	Curb Type See PV-102	
214+02.5	219+85	9	6" Sloped	
297+82	301+95	9	6" Sloped	

(1) Drainable backslope, 4:1 or flatter. See x-sections for details.

**Curbed Shoulder**

** 2_Curb_ modified				
STATION TO STATION		P Feet	Curb Type See PV-102	
297+82	299+45	9	6" Sloped	

Matched Jointing:  
Transverse joints: CD at 20' spacing  
Longitudinal joint: L-2

STATION TO STATION	
100+18.28	305+00.00

\* PCC Shoulder Jointing:  
Longitudinal joint: BT-1\*\* or DT-5  
\*\*Bent bars will be permitted for the BT-1 joint and the 30" #5 bars can be substituted for the 30" #4 bars.  
Tie bars spaced at 3.5' centers  
Transverse joints: C, Match joint locations in adjacent pavement  
HMA Shoulder Jointing:  
Longitudinal joint: B

\*\* PCC Shoulder Jointing:  
Longitudinal joint: BT-1\*\* or DT-5  
\*\*Bent bars will be permitted for the BT-1 joint and the 30" #5 bars can be substituted for the 30" #4 bars.  
Tie bars spaced at 3.5' centers  
Transverse joints: C, Match joint locations in adjacent pavement

See Tab 100-24 for pavement quantities.  
See Tab 112-9 for shoulder quantities.

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# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: February 19, 2013  
Date of Addendum: January 24, 2012

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
103	30-0861-010	PCC PAVEMENT - GRADE & REPLACE	DICKINSON	HSIPX-086-1(8)--3L-30 STP-086-1(10)--2C-30 HSIPX-086-1(14)--3L-30	19FEB103.A02

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

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Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0110 2111-8174100 GRANULAR SUBBASE:

From: 35,871.600 SY

To: 33,268.700 SY

Change Proposal Line No. 0140 2301-1003095 STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, QM-C, CLASS 3 DURABILITY, 9.5 IN.:

From: 29,368.900 SY

To: 27,225.300 SY

Make the following change to HSIPX-086-1(8)--3L-30, plan sheet C.1:

For Item Code 2111-8174100 GRANULAR SUBBASE:

Change Division 1 quantity:

From: 30,558.5

To: 26,822.2

Change Division 2 quantity:

From: 5,313.1

To: 6,446.5

Change Total quantity:

From: 35,871.6

To: 33,268.7

For Item Code 2301-1003095 STANDARD OR SLIP-FORM PORTLAND CEMENT  
CONCRETE PAVEMENT, QM-C, CLASS 3 DURABILITY, 9.5 IN.:

Change Division 1 quantity:

From: 24,974.5

To: 21,897.6

Change Division 2 quantity:

From: 4,394.5

To: 5,327.7

Change Total quantity:

From: 29,368.9

To: 27,225.3

Make the following change to HSIPX-086-1(8)--3L-30, plan sheet C.10:

Replace plan sheet C.10 with attached plan sheet C.10



# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: February 19, 2013  
Date of Addendum: January 25, 2012

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
103	30-0861-010	PCC PAVEMENT - GRADE & REPLACE	DICKINSON	HSIPX-086-1(8)--3L-30 STP-086-1(10)--2C-30 HSIPX-086-1(14)--3L-30	19FEB103.A03

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

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Add Proposal Line No. 0681 2213-7100400 RELOCATION OF MAIL BOXES; EACH; 3.000

Add Proposal Line No. 1621 2213-7100400 RELOCATION OF MAIL BOXES; EACH; 9.000

Make the following changes to HSIPX-086-1(8)--3L-30 and STP-086-1(10)--2C-30:

For Item Code 2213-7100400 RELOCATION OF MAIL BOXES add the following as Estimate Reference Information:

The Contractor is responsible for coordinating the relocation schedule with property owners and the US Post Office. If necessary, the Contractor is to provide temporary mailboxes until the permanent mailboxes can be reinstalled.

Method of Measurement: The quantity for Relocation of Mail Boxes will be measured by; counting the number of mailboxes, temporary relocation, and reinstallation.

Basis of Payment: The Contractor will be paid the contract unit price per each mailbox; Removed, temporarily relocated, and reinstalled.

Add the appropriate attached tabulations.

RELOCATION OF MAILBOXES		(008)
LOCATION		REMARKS
Station	Side	
3321+93	LT	Ent32015 stationing
1337+74	RT	Old 86 stationing
6352+37	LT	100th west side
<b>Total</b>	<b>3</b>	

RELOCATION OF MAILBOXES		(010)
LOCATION		REMARKS
Station	Side	
1175+35	RT	140th west side
193+35	LT	IA 86
198+50	LT	
203+30	RT	
215+26	RT	
244+25	RT	two boxes serving 2 properties
281+33	LT	
298+08	LT	
Total	9	

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: February 19, 2013  
Date of Addendum: January 31, 2013

<b>B.O.</b>	<b>Proposal ID</b>	<b>Proposal Work Type</b>	<b>County</b>	<b>Project Number</b>	<b>Addendum</b>
103	30-0861-010	PCC PAVEMENT - GRADE & REPLACE	DICKINSON	HSIPX-086-1(8)--3L-30 STP-086-1(10)--2C-30 HSIPX-086-1(14)--3L-30	19FEB103.A04

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

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Make the following change to HSIPX-086-1(8)--3L-30 and STP-086-1(10)--2C-30:

On plan sheet C.9 replace Tabulation 102-5 with attached Tabulation 102-5

EXISTING PAVEMENT

No.	Location					Year	Type	Project Number	Surface		Base		Subbase		Removal		Coarse Aggregate			Reinforcement	Remarks	
	County	Route	Dir. of Travel	Begin Milepost	End Milepost				Type	Depth	Type	Depth	Type	Depth	Type	Depth	Source	Type	Durability Class	Type		
																						IN
1	Dickinson	86	North/South	7.68	12.63	1954		S-1812(2)	HMA	2	HMA	4										
2	Dickinson	86	North/South	7.68	12.63	1958		CO-18	HMA	2												
3	Dickinson	86	North/South	7.68	12.63	1974		L-247	HMA	4												
4	Dickinson	86	North/South	7.68	12.63	1996		MP-86-3(701)8--76-30	HMA	2											(1)	
5	Dickinson	86	North/South	7.68	12.63	1998		MP-86-3(703)8--76-30	HMA	2											(2)	
6	Dickinson	86	North/South	7.68	12.63	2000		MP-86-3(704)8--76-30	HMA													(2)
7	Dickinson	86	North/South	7.68	12.63	2005		MP-86-3(706)8--76-30	HMA													(2)
(1) Approximately one half (0.5) of the entire length had a 2 inch overlay.																						
(2) The sum of these projects is approximately 2 inches for the entire length.																						

# A d d e n d u m

Iowa Department of Transportation  
Office of Contracts

Date of Letting: February 19, 2013  
Date of Addendum: February 4, 2013

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
103	30-0861-010	PCC PAVEMENT - GRADE & REPLACE	DICKINSON	HSIPX-086-1(8)--3L-30 STP-086-1(10)--2C-30 HSIPX-086-1(14)--3L-30	19FEB103.A05

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

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Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Delete Proposal Line No. 0150 2301-6911722 PORTLAND CEMENT CONCRETE  
PAVEMENT SAMPLES

Delete Proposal Line No. 0960 2301-6911722 PORTLAND CEMENT CONCRETE  
PAVEMENT SAMPLES

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

Make the following change to the PROPOSAL:

Add the following:

DS-12027 October 16, 2012

DEVELOPMENTAL SPECIFICATIONS FOR PCC PAVEMENT NON-  
DESTRUCTIVE THICKNESS DETERMINATION

**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)

**I. GENERAL**

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting 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.

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## 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.

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**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**

**IA 13 - 1.0**

General Decision Number: IA130001 01/04/13 IA1

Superseded General Decision Number: IA20120001

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)

Modification Number	Publication Date
0	01/04/2013

SUIA2002-003 02/28/2012

CARPENTERS AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	23.92	9.28
ZONE 2	21.83	9.28
ZONE 3	21.83	9.28
ZONE 4	20.80	7.50
ZONE 5**	20.25	6.10
CONCRETE FINISHER:		
ZONE 1	21.77	6.50
ZONE 2	21.77	6.50
ZONE 3	21.77	6.50
ZONE 4	19.55	4.95
ZONE 5	17.95	5.50

**PREDETERMINED WAGE RATE**

**IA 13 - 1.0**

**ELECTRICIANS: (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)**

ZONE 1, ZONE 2, AND ZONE 3	20.55	5.20
ZONE 4	19.25	5.20
ZONE 5	17.00	5.20

**IRONWORKERS: (SETTING OF STRUCTURAL STEEL)**

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

**LABORERS:**

	Rates	Fringes
ZONE 1 AND ZONE 2		
GROUP AA	20.56	7.60
GROUP A	19.76	7.60
GROUP B	17.88	7.60
GROUP C	14.65	7.60
ZONE 3		
GROUP AA	20.56	7.60
GROUP A	19.76	7.60
GROUP B	17.88	7.60
GROUP C	14.65	7.60
ZONE 4		
GROUP A	16.90	7.60
GROUP B	15.58	7.60
GROUP C	12.70	7.60
ZONE 5		
GROUP A	17.55	5.90
GROUP B	14.80	5.90
GROUP C	14.20	5.90

**POWER EQUIPMENT OPERATORS:**

ZONE 1		
GROUP A	26.30	12.90
GROUP B	24.70	12.90
GROUP C	22.20	12.90
GROUP D	22.20	12.90
ZONE 2		
GROUP A	25.55	12.90
GROUP B	23.95	12.90
GROUP C	21.40	12.90
GROUP D	21.40	12.90
ZONE 3		
GROUP A	26.70	14.20
GROUP B	24.90	14.20
GROUP C	23.90	14.20
GROUP D	23.90	14.20

**PREDETERMINED WAGE RATE**

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<b>ZONE 4</b>		
GROUP A	25.50	7.85
GROUP B	24.36	7.85
GROUP C	22.28	7.85
GROUP D	22.28	7.85
<b>ZONE 5</b>		
GROUP A	22.07	6.20
GROUP B	21.03	6.20
GROUP C	19.70	6.20
GROUP D	18.70	6.20
<b>TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)</b>		
ZONE 1	19.25	9.50
ZONE 2	19.25	9.50
ZONE 3	19.25	9.50
ZONE 4	19.30	5.20
ZONE 5	17.35	5.20

**ZONE DEFINITIONS**

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

**LABORER CLASSIFICATIONS - ALL ZONES**

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

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

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

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

### **POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES**

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

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

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

## PREDETERMINED WAGE RATE

IA 13 - 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.

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

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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)).

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

## 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

**PREDETERMINED WAGE RATE**

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

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

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

- 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**

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED  
CONSTRUCTION PROJECTS**

**THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE**

**Construction Type: Highway and Heavy**

**Region Number: 10**

**Counties within region:**

- BROWN-08
- COTTONWOOD-17
- JACKSON-32
- MARTIN-45
- NOBLES-53
- ROCK-67
- WATONWAN-83

**Effective: 2012-10-29**

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation  
Office of Construction  
Transportation Building MS650  
John Ireland Blvd  
St. Paul, MN 55155  
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
DLI.PrevWage@state.mn.us

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>				
101 LABORER, COMMON (GENERAL LABOR WORK)	2012-10-29	23.61	14.43	38.04
	2013-05-01	23.57	14.72	38.29

102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2012-10-29	23.61	14.43	38.04
	2013-05-01	23.57	14.72	38.29
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2012-10-29	15.00	0.00	15.00
104 FLAG PERSON	2012-10-29	19.31	13.18	32.49
	2013-05-01	19.31	13.43	32.74
105 WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US			
106 BLASTER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US			
107 PIPELAYER (WATER, SEWER AND GAS)	2012-10-29	14.50	4.50	19.00
108 TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US			
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2012-10-29	20.01	13.18	33.19
	2013-05-01	20.01	13.43	33.44
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2012-10-29	28.00	9.75	37.75
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2012-10-29	19.31	13.18	32.49
	2013-05-01	19.31	13.43	32.74
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2012-10-29	16.49	0.00	16.49
<b>SPECIAL EQUIPMENT (201 - 204)</b>				
201 ARTICULATED HAULER	2012-10-29	18.00	3.50	21.50
202 BOOM TRUCK	2012-10-29	23.26	16.70	39.96
	2013-05-01	23.41	16.70	40.11

203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2012-10-29	15.00	0.00	15.00
204	OFF-ROAD TRUCK	2012-10-29	19.00	2.50	21.50
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2012-10-29	26.29	13.90	40.19
		2013-05-01	26.99	13.90	40.89

### HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

<b>GROUP 2</b>		2012-10-29	29.11	16.85	45.96
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>		2012-10-29	23.57	16.70	40.27
		2013-05-01	23.72	16.70	40.42
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>		2012-10-29	23.26	16.70	39.96
		2013-05-01	23.41	16.70	40.11
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				

327 BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331 CHIP HARVESTER AND TREE CUTTER				
332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336 CURB MACHINE				
337 DIRECTIONAL BORING MACHINE				
338 DOPE MACHINE (PIPELINE)				
339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340 DUAL TRACTOR				
341 ELEVATING GRADER				
342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				
343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)				
344 FRONT END, SKID STEER OVER 1 TO 5 C YD				
345 GPS REMOTE OPERATING OF EQUIPMENT				
346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)				
347 HYDRAULIC TREE PLANTER				
348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350 MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE				
351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)				
352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)				
354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)				
356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357 PUGMILL				
358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)				
359 RUBBER-TIERED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360 SCRAPER				
361 SELF-PROPELLED SOIL STABILIZER				
362 SLIP FORM (POWER DRIVEN) (PAVING)				
363 TIE TAMPER AND BALLAST MACHINE				
364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)				
365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367 TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 5</b>	2012-10-29	21.55	16.70	38.25
	2013-05-01	21.70	16.70	38.40
369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				

372 FORM TRENCH DIGGER (POWER)  
 373 FRONT END, SKID STEER UP TO 1C YD  
 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)  
 375 HYDRAULIC LOG SPLITTER  
 376 LOADER (BARBER GREENE OR SIMILAR TYPE)  
 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER  
 378 POWER ACTUATED AUGER AND BORING MACHINE  
 379 POWER ACTUATED JACK  
 380 PUMP (HIGHWAY AND HEAVY ONLY)  
 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)  
 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER  
 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER  
 384 STUMP CHIPPER AND TREE CHIPPER  
 385 TREE FARMER (MACHINE)

<b>GROUP 6</b>	2012-10-29	20.95	16.70	37.65
	2013-05-01	21.10	16.70	37.80

387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER  
 388 CONVEYOR (HIGHWAY AND HEAVY ONLY)  
 389 DREDGE DECK HAND  
 390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)  
 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)  
 392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)  
 393 LEVER PERSON  
 394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)  
 395 POWER SWEEPER  
 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS  
 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

## TRUCK DRIVERS

<b>GROUP 1</b>	2012-10-29	20.67	12.75	33.42
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601 MECHANIC . WELDER  
 602 TRACTOR TRAILER DRIVER  
 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

<b>GROUP 2</b>	2012-10-29	20.16	12.75	32.91
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604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

<b>GROUP 3</b>	2012-10-29	13.72	0.00	13.72
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605 BITUMINOUS DISTRIBUTOR DRIVER  
 606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)  
 607 THREE AXLE UNITS

<b>GROUP 4</b>	2012-10-29	19.22	5.38	24.60
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608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)  
 609 DUMP PERSON  
 610 GREASER  
 611 PILOT CAR DRIVER

612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS  
 613 TWO AXLE UNIT  
 614 SLURRY OPERATOR  
 615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)  
 616 TRACTOR OPERATOR, UNDER 50 H.P.

**SPECIAL CRAFTS**

701 HEATING AND FROST INSULATORS	2012-10-29	16.00	0.00	16.00
702 BOILERMAKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI . PREVWAGE@STATE . MN . US			
703 BRICKLAYERS	2012-10-29	23.44	4.18	27.62
704 CARPENTERS	2012-10-29	33.09	14.78	47.87
705 CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI . PREVWAGE@STATE . MN . US			
706 CEMENT MASONS	2012-10-29	32.30	17.00	49.30
707 ELECTRICIANS	2012-10-29	27.85	12.55	40.40
708 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL DLI . PREVWAGE@STATE . MN . US			
709 GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI . PREVWAGE@STATE . MN . US			
710 LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI . PREVWAGE@STATE . MN . US			
711 GROUND PERSON	2012-10-29	8.00	0.00	8.00
712 IRONWORKERS	2012-10-29	34.15	21.20	55.35
713 LINEMAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI . PREVWAGE@STATE . MN . US			
714 MILLWRIGHT	2012-10-29	29.48	9.87	39.35
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2012-10-29	27.64	12.09	39.73
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2012-10-29	23.31	16.08	39.39
	2013-05-01	23.81	16.08	39.89
717 PIPEFITTERS . STEAMFITTERS	2012-10-29	40.00	0.00	40.00
718 PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI . PREVWAGE@STATE . MN . US			

719 PLUMBERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
720 ROOFER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
721 SHEET METAL WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
722 SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
726 DRYWALL TAPER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
727 WIRING SYSTEM TECHNICIAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
728 WIRING SYSTEMS INSTALLER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
729 ASBESTOS ABATEMENT WORKER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US

## Predetermined Wage Rate

General Decision Number: MN130025 01/04/2013 MN25

Superseded General Decision Number: MN20120025

State: Minnesota

Construction Type: Highway

Counties: Brown, Cottonwood, Jackson, Martin, Nobles, Rock and Watonwan Counties in Minnesota.

### HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

\* SUMN2010-010 10/29/2012 .

	Rates	Fringes
BRICKLAYER.....	\$ 23.44	4.18
CARPENTER.....	\$ 33.09	14.78
CEMENT MASON/CONCRETE FINISHER...	\$ 32.30	17.00
ELECTRICIAN		
Electrician.....	\$ 27.85	12.55
Ground Person.....	\$ 8.00	
IRONWORKER.....	\$ 34.15	21.20
LABORER		
Common or General.....	\$ 23.61	14.43
Flag Person.....	\$ 19.31	13.18
Landscape.....	\$ 15.00	
Skilled.....	\$ 23.61	14.43
Traffic Control Person.....	\$ 19.31	13.18
Underground & Open Ditch (8 ft below grade).....	\$ 20.01	13.18
MILLWRIGHT.....	\$ 29.48	9.87
PAINTER (Including Pavement Marking).....	\$ 27.64	12.09
PILEDRIVERMAN.....	\$ 23.31	16.08

POWER EQUIPMENT OPERATOR:

GROUP 2.....	\$ 29.11	16.85
GROUP 3.....	\$ 23.57	16.70
GROUP 4.....	\$ 23.26	16.70
GROUP 5.....	\$ 21.55	16.70
GROUP 6.....	\$ 20.95	16.70
Specialty Equipment		
Articulated Hauler.....	\$ 18.00	3.50
Boom Truck.....	\$ 23.26	16.70
Landscaping Equipment.....	\$ 15.00	
Off-Road Truck.....	\$ 19.00	2.50

OPERATING ENGINEER CLASSIFICATIONS

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg) (power) (skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane; Tugboat 100 H.P. & over.

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (Operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mixer; Crusing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill; Dual Tractor; Elevating Grader; Fork Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power

actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation or Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Tench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GROUP 6: Cat, Challenger or siliar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Mazchine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

TRUCK DRIVER

GROUP 1.....	\$ 20.67	12.75
GROUP 2.....	\$ 20.16	12.75
GROUP 3.....	\$ 13.72	
GROUP 4.....	\$ 19.22	5.38

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.

GROUP 2: Four or more axle unit straight body truck.

GROUP 3: Bituminous Distributor driver; Bituminous Distributor (one person operation); Three Axle units.

GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

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 (29CFR 5.5 (a) (1) (ii)).

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

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued

as a General Wage Determination on that date.

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION



Iowa Department of Transportation

CONTRACTOR'S BOND

Bond Number: 190026970

Proposal I.D.: 30-0861-010

County: Dickinson

KNOW ALL PERSONS BY THESE PRESENTS: That we, Cedar Valley Corp., LLC of Waterloo, IA (hereinafter called the Principal) and Liberty Mutual Insurance Company of Boston, MA (hereinafter called the Surety) are held and firmly bound unto the Iowa Department of Transportation (hereinafter called the Contracting Authority) Iowa, in the penal sum of (Iowa DOT, County, or City name, etc.)

of Seven Million Four Hundred Fourteen Thousand Three Hundred Sixty Five Dollars and 43/100 dollars (\$ 7,414,365.43) lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did on the day of MAR 8 2013, 2013 enter into a written contract with the Contracting Authority to perform PCC Pavement - Grade & Replace as called for Letting February 19, 2013; Project: HSIPX-086-1(8)-3L-30, STP-086-1(10)-2C-30, HSIPX-086-1(14)-3L-30

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- 1. To any extension of time to the contractor in which to perform the contract.
2. The the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of , 2013

Cedar Valley Corp., LLC Principal

By: William C. Calderwood Senior Vice President Title

Principal

By: Title

Liberty Mutual Insurance Company Surety

By: Stacy Venn Attorney-in-Fact Title

Surety

By: Title

Address: Des Moines, Iowa

Address:

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the County, this day of (Board of Supervisors of) Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the (Contracting Authority), this day of Title/Signature

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

B.O.# 103 12-13