IOWA DOT

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www.iowadot.gov

Office of Contracts I Project Delivery Bureau
800 Lincoln Way I Ames, Iowa 50010
Phone: 515-239-1414 I Email: dot.contracts@dot.iowa.gov

December 29, 2015

Dear Contractor:

We are enclosing one fully signed copy of the contract(s) for the attached project(s).

We have attached the FHWA-1273 to each federally funded contract. 23 CFR Part 633.102(e) requires that you physically attach a copy of the FHWA-1273 to each subcontract on federally funded subcontracts.

Sincerely,

Wes W. Musgrove, P.E.
Contracts Engineer

WWM/met
Enc.
cc: City with attachment

FA96 (Form 650019)
05-13

CONTRACT

Letting Date: November 17, 2015 Contract ID: 31-2100-683 Bid Order No.: 452
County: DUBUQUE Project Engineer: CITY OF DUBUQUE
Cost Center: 849300 Object Code: 890 DBE Commitment: $42,000.00
Contract Work Type: MISCELLANEOUS

This agreement made and entered by and between the CITY OF DUBUQUE CONTRACTING AUTHORITY,
AND
PORTZEN CONSTRUCTION, INC. OF DUBUQUE, IA, (P0085), 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 11/12/2015.

PROJECT: TAP-U-2100(683)--8I-31 COUNTY: DUBUQUE
WORK TYPE: MISCELLANEOUS ACCOUNTING ID: 32979
ROUTE: TRAIL OVERLOOK LENGTH (MILES): 0
LOCATION: IN THE CITY OF DUBUQUE, LOWER BEE BRANCH: OVERLOOK AT: LOWER BEE BRANCH: OVERLOOK AT 16TH STREET DETENTION BASIN
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: DS-15019, FHWA-1273.05, GS-15001, IA15-1.1A, SP-157001, SP-157002, SP-157003, SP-157004, SP-157005, SP-157006, ADDENDUMS: 17NOV452.A01, 17NOV452.A02

Contractor, for and in considerations of $1,420,509.10 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

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

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

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

By Michael J. Portzen, Vice President
Contractor Contractor (if joint venture)

By
Contracting Authority

Iowa DOT Concurrence
For Local Agency Contracts

Contract Award Date DEC 29 2015
Concurrence Date

Letting Date: November 17, 2015 Contract ID: 31-2100-683 Bid Order No. : 452

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 APPROX START DATE 06/13/2016 130 WORKING DAYS		$1,000.00

CONTRACT NOTES

WINTER WORK
COLD WEATHER PROTECTION, IF NEEDED, WILL NOT BE PAID FOR BY THE CONTRACTING AUTHORITY.

Vendor No.: P0085 Bid Order No.: 452
Contract ID No.: 31-2100-683 Letting Date: November 17, 2015
Primary Work Type: MISCELLANEOUS 10:00 A.M.
Primary County: DUBUQUE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
SECTION 0001 ROADWAY ITEMS						
0010	2102-0425070 SPECIAL BACKFILL	1,735.000 TON	18.00000		31,230.00	
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	1,300.000 CY	16.00000		20,800.00	
0030	2105-8425005 TOPSOIL, FURNISH AND SPREAD	289.000 CY	80.00000		23,120.00	
0040	2123-7450020 SHOULDER FINISHING, EARTH	2.200 STA	800.00000		1,760.00	
0050	2213-6745500 REMOVAL OF CURB	20.000 STA	300.00000		6,000.00	
0060	2301-1032080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN.	67.000 SY	110.00000		7,370.00	
0070	2303-0021500 HOT MIX ASPHALT MIXTURE (300,000 ESAL), BASE COURSE, 1/2 IN. MIX	105.000 TON	81.99000		8,608.95	
0080	2303-0023500 HOT MIX ASPHALT MIXTURE (300,000 ESAL), INTERMEDIATE OR SURFACE COURSE, 1/2 IN. MIX, NO SPCL FRIC REQ	210.000 TON	81.99000		17,217.90	
0090	2303-0245828 ASPHALT BINDER, PG 58-28	18.900 TON	470.00000		8,883.00	

Vendor No.: PO085 Bid Order No.: 452
Contract ID No.: 31-2100-683 Letting Date: November 17, 2015
Primary Work Type: MISCELLANEOUS 10:00 A.M.
Primary County: DUBUQUE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0100	2401-6745359 REMOVAL OF CONCRETE FOUNDATIONS OF LIGHT POLES	1.000 EACH	1,000.00000		1,000.00	
0110	2402-2723000 EXCAVATION, CLASS 23	2,100.000 CY	88.00000		184,800.00	
0120	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	190.000 CY	855.00000		162,450.00	
0130	2404-7775005 REINFORCING STEEL, EPOXY COATED	19,206.000 LB	1.25000		24,007.50	
0140	2435-0250100 INTAKE, SW-501	3.000 EACH	2,300.00000		6,900.00	
0150	2435-0600010 MANHOLE ADJUSTMENT, MINOR	3.000 EACH	600.00000		1,800.00	
0160	2502-8212036 SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	216.500 LF	14.00000		3,031.00	
0170	2502-8213204 SUBDRAIN, PVC, STANDARD, PERFORATED, 4 IN.	100.000 LF	14.00000		1,400.00	
0180	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	140.000 LF	75.00000		10,500.00	
0190	2506-4984000 FLOWABLE MORTAR	14.000 CY	100.00000		1,400.00	
0200	2507-3250005 ENGINEERING FABRIC	2,860.000 SY	4.00000		11,440.00	

Vendor No.: P0085 Bid Order No.: 452
Contract ID No.: 31-2100-683 Letting Date: November 17, 2015
Primary Work Type: MISCELLANEOUS 10:00 A.M.
Primary County: DUBUQUE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0210	2507-8029000 EROSION STONE	160.000 TON	65.00000		10,400.00	
0220	2511-6745900 REMOVAL OF SIDEWALK	180.000 SY	15.00000		2,700.00	
0230	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	118.000 SY	50.00000		5,900.00	
0240	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	12.000 SY	125.00000		1,500.00	
0250	2511-7526107 SIDEWALK, REINFORCED P.C. CONCRETE, 7 IN.	160.000 SY	78.00000		12,480.00	
0260	2511-7526108 SIDEWALK, REINFORCED P.C. CONCRETE, 8 IN.	327.000 SY	125.00000		40,875.00	
0270	2511-7528101 DETECTABLE WARNINGS	60.000 SF	45.00000		2,700.00	
0280	2512-1725256 CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	312.000 LF	22.00000		6,864.00	
0290	2518-6910000 SAFETY CLOSURE	4.000 EACH	250.00000		1,000.00	
0300	2524-9275100 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	22.000 LF	12.00000		264.00	
0310	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	13.000 SF	18.00000		234.00	

Vendor No.: P0085 Bid Order No.: 452
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Primary Work Type: MISCELLANEOUS 10:00 A.M.
Primary County: DUBUQUE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0320	2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	6.120 STA	300.00000		1,836.00	
0330	2527-9263143 PAINTED SYMBOLS AND LEGENDS, DURABLE	4.000 EACH	100.00000		400.00	
0340	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		1,000.00	
0350	2533-4980005 MOBILIZATION	LUMP	LUMP		105,000.00	
0360	2599-9999003 ('CUBIC YARDS' ITEM) Remove Class E Revetment	71.000 CY	50.00000		3,550.00	
0370	2599-9999005 ('EACH' ITEM) BENCH, BACKLESS	4.000 EACH	2,100.00000		8,400.00	
0380	2599-9999005 ('EACH' ITEM) BICYCLE RACK	5.000 EACH	1,200.00000		6,000.00	
0390	2599-9999005 ('EACH' ITEM) INTERPRETIVE SIGN	1.000 EACH	2,800.00000		2,800.00	
0400	2599-9999005 ('EACH' ITEM) LIMESTONE OUTCROPPINGS	60.000 EACH	300.00000		18,000.00	
0410	2599-9999005 ('EACH' ITEM) LITTER RECEPTACLE	1.000 EACH	2,200.00000		2,200.00	
0420	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), BIG EARS' LAMBS EARS, POT, 4.5 INCH	12.000 EACH	21.00000		252.00	

Vendor No.: P0085
Contract ID No.: 31-2100-683
Primary Work Type: MISCELLANEOUS
Primary County: DUBUQUE

Bid Order No.: 452
Letting Date: November 17, 2015
10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0430	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), BIOKOVO GERANIUM, CONTAINER, 1 GALLON	4.000 EACH	21.00000		84.00	
0440	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), BLUE ICE BLUESTAR, CONTAINER, 1 GALLON	14.000 EACH	23.00000		322.00	
0450	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), CARADONNA SALVIA, CONTAINER, 1 GALLON	12.000 EACH	20.00000		240.00	
0460	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), DARK TOWERS PENSTEMON, CONTAINER, 1 GALLON	11.000 EACH	39.00000		429.00	
0470	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), MAGNUS PURPLE CONEFLOWER, CONTAINER, 1 GALLON	26.000 EACH	22.00000		572.00	
0480	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), NORTHWIND SWITCH GRASS CONTAINER, 3 GALLON	52.000 EACH	57.00000		2,964.00	

Vendor No.: P0085 Bid Order No.: 452
Contract ID No.: 31-2100-683 Letting Date: November 17, 2015
Primary Work Type: MISCELLANEOUS 10:00 A.M.
Primary County: DUBUQUE

Line No	Item Number / Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0490	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), SHENANDOAH SWITCH GRASS , CONTAINER, 3 GALLON	25.000 EACH	57.00000		1,425.00	
0500	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), SUMMER BEAUTY ALLIUM, CONTAINER, 1 GALLON	50.000 EACH	23.00000		1,150.00	
0510	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), SUNSET CLOUD SEDUM, POT, 4.5 INCH	28.000 EACH	28.00000		784.00	
0520	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), TARA PRAIRIE DROPSEED, CONTAINER, 1 GALLON	93.000 EACH	24.00000		2,232.00	
0530	2599-9999005 ('EACH' ITEM) PERENNIALS, FURNISHED AND INSTALLED (WITH WARRANTY), WALKER'S LOW CATMINT, 1 GALLON	3.000 EACH	20.00000		60.00	
0540	2599-9999005 ('EACH' ITEM) PLANTER	2.000 EACH	9,500.00000		19,000.00	
0550	2599-9999009 ('LINEAR FEET' ITEM) SHOVEL CUT EDGE	117.000 LF	4.25000		497.25	

Vendor No.: P0085 Bid Order No.: 452
Contract ID No.: 31-2100-683 Letting Date: November 17, 2015
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Primary County: DUBUQUE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0560	2599-9999010 ('LUMP SUM' ITEM) DECORATIVE ALUMINUM GUARDRAIL	LUMP	LUMP		18,000.00	
0570	2599-9999010 ('LUMP SUM' ITEM) ELECTRICAL SYSTEM	LUMP	LUMP		70,000.00	
0580	2599-9999010 ('LUMP SUM' ITEM) EXTERIOR STONE CLADDING	LUMP	LUMP		52,682.00	
0590	2599-9999010 ('LUMP SUM' ITEM) NUTRIENT SEPARATING BAFFLE BOX	LUMP	LUMP		210,000.00	
0600	2599-9999010 ('LUMP SUM' ITEM) OVERLOOK ROOF SYSTEM	LUMP	LUMP		142,000.00	
0610	2599-9999014 ('SQUARE FEET' ITEM) ARCHITECTURAL SURFACE TREATMENT	385.000 SF	5.00000		1,925.00	
0620	2599-9999014 ('SQUARE FEET' ITEM) PAVERS	160.000 SF	13.50000		2,160.00	
0630	2599-9999018 ('SQUARE YARDS' ITEM) MULCHING, WOOD CELLULOSE FIBER	469.000 SY	2.00000		938.00	
0640	2599-9999018 ('SQUARE YARDS' ITEM) NATIVE GRASS SEEDING	87.000 SY	24.00000		2,088.00	
0650	2599-9999018 ('SQUARE YARDS' ITEM) PERMEABLE PAVEMENT	620.000 SY	104.00000		64,480.00	
0660	2599-9999018 ('SQUARE YARDS' ITEM) SEEDBED AERATION	815.000 SY	4.00000		3,260.00	

Vendor No.: P0085 Bid Order No.: 452
Contract ID No.: 31-2100-683 Letting Date: November 17, 2015
Primary Work Type: MISCELLANEOUS 10:00 A.M.
Primary County: DUBUQUE

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0670	2599-9999018 ('SQUARE YARDS' ITEM) SEEDING AND FERTILIZING (URBAN)	469.000 SY	4.00000		1,876.00	
0680	2599-9999018 ('SQUARE YARDS' ITEM) WETLAND GRASS SEEDING	259.000 SY	14.00000		3,626.00	
0690	2601-2633100 MOWING	1.000 ACRE	4,500.00000		4,500.00	
0700	2601-2640350 SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	3.500 SQ	75.00000		262.50	
0710	2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	46.000 MGAL	60.00000		2,760.00	
0720	2602-0000020 SILT FENCE	140.000 LF	5.00000		700.00	
0730	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	140.000 LF	1.00000		140.00	
0740	2602-0000222 FLOATING SILT CURTAIN (CONTAINMENT)	300.000 LF	25.00000		7,500.00	
0750	2602-0000230 CLEAN-OUT OF FLOATING SILT CURTAIN (CONTAINMENT)	300.000 LF	10.00000		3,000.00	
0760	2602-0000240 MAINTENANCE OF FLOATING SILT CURTAIN	300.000 LF	5.00000		1,500.00	
0770	2610-0000212 MULCH, SHREDDED BARK	35.000 CY	135.00000		4,725.00	

Vendor No.: P0085
Contract ID No.: 31-2100-683
Primary Work Type: MISCELLANEOUS
Primary County: DUBUQUE

Bid Order No.: 452
Letting Date: November 17, 2015
10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0780	2610-0000300 FERTILIZER	140.000 LB	5.00000		700.00	
0790	2610-0000400 WATERING FOR PLANTS	15.000 MGAL	180.00000		2,700.00	
0800	2610-0000600 TILLAGE	LUMP	LUMP		2,500.00	
0810	2611-0000100 SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY) DWARF BUSH HONESUCKLE, CONTAINER, 3 GALLON	10.000 EACH	67.00000		670.00	
0820	2611-0000100 SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY) GRO-LOW FRAGRANT SUMAC, CONTAINER, 3 GALLON	24.000 EACH	68.00000		1,632.00	
0830	2611-0000100 SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY) IROQUOIS BEAUTY BLACK CHOKEBERRY, CONTAINER, 3 GALLON	35.000 EACH	68.00000		2,380.00	
0840	2611-0000100 SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY) SUMMERWINE NINEBARK, CONTAINER, 5 GALLON	3.000 EACH	78.00000		234.00	
0850	2611-0000100 SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY) TAUNTON YEW, CONTAINER, 5 GALLON	1.000 EACH	119.00000		119.00	

Vendor No.: PO085
Contract ID No.: 31-2100-683
Primary Work Type: MISCELLANEOUS
Primary County: DUBUQUE

Bid Order No.: 452
Letting Date: November 17, 2015
10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Cts
0860	2611-0000100 SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY) TOR SPIREA, CONTAINER, 3 GALLON	76.000 EACH	61.00000		4,636.00	
0870	2611-0000100 SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY) WINE & ROSES WEIGELA, CONTAINER, 3 GALLON	3.000 EACH	71.00000		213.00	
0880	2611-0000200 TREES, FURNISHED AND INSTALLED (WITH WARRANTY) IMPERIAL HONEYLOCUST, B&B, 2.5 INCH CAL.	7.000 EACH	720.00000		5,040.00	
0890	2611-0000200 TREES, FURNISHED AND INSTALLED (WITH WARRANTY) IVORY SILK JAPANESE TREE LILAC (MULTI-STEMMED), B&B, 6 FT. HT.	2.000 EACH	610.00000		1,220.00	
0900	2611-0000200 TREES, FURNISHED AND INSTALLED (WITH WARRANTY) STAR MAGNOLIA, B&B 5 FT. HT.	3.000 EACH	430.00000		1,290.00	
0910	2611-0000200 TREES, FURNISHED AND INSTALLED (WITH WARRANTY) STATE STREET MAPLE, B&B, 2.5 INCH CAL.	2.000 EACH	610.00000		1,220.00	
	TOTAL BID				1,420,509.10	

A d d e n d u m

Iowa Department of Transportation — Date of Letting: November 17, 2015

Office of Contracts — Date of Addendum: November 6, 2015

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
452	31-2100-683	MISCELLANEOUS	DUBUQUE	TAP-U-2100(683)--8I-31	17NOV452.A01

Make the following change to the PLANS:

Replace SHEETS: A.2, D.1 L.4 and S.1 with the ATTACHED:

Summary of changes:

- Sheet A.2 - Added Note 5 to the General Notes Section
- Sheet D.1 - Revised rim elevation for Structure TP-3, removed 61' dimension from parking lot.
- Sheet L.4 - Revised multiple elevations
- Sheet S.1 - Revised multiple stations in table

GENERAL NOTES:

1. WORK UNDER CONTRACT TAP-U-2100(683)--81-31 WILL BE REFERED TO IN THE DRAWINGS AND SPECIFICATIONS AS CONTRACT 4-2015. THIS PROJECT WILL BE COMPLETED IN CONCURRENTLY WITH ONGOING LOCAL CONSTRUCTION CONTRACTS 1-2015, 2-2015, AND 3-2015 AND OTHER FUTURE CONTRACTS. THE PRIME CONTRACTOR FOR CONTRACT 1-2015 IS RESPONSIBLE FOR COORDINATION OF THE OVERALL PROJECT SITE, AND FOR COORDINATION OF INTERACTION OF WORK WITH OTHER CONTRACTS. CONTRACT 4-2015 CONTRACTOR SHALL ACCOUNT FOR THIS COORDINATION, INCLUDING ANY WORK ITEMS REQUIRING STAGED OR PHASED CONSTRUCTION, IN THE UNIT PRICES BID FOR THE WORK.

2. WORK UNDER CONTRACT 4-2015 IN THE UPPER BEE BRANCH WILL COMMENCE AFTER ROUGH GRADE HAS BEEN ESTABLISHED BY CONTRACT 1-2015 CONTRACTOR. CLASS 10 EXCAVATION QUANTITIES ARE EXPECTED TO BE LIMITED TO MINOR GRADING REQUIRED TO ESTABLISH FINAL SUBGRADE ELEVATIONS IN PREPARATION FOR PLACEMENT OF SUBBASE, PAVEMENT AND OTHER SURFACE FEATURES. CONTRACT 4-2015 CONTRACTOR SHALL INCLUDE ANY COSTS NECESSARY TO MEET THIS REQUIREMENT IN THE UNIT PRICES BID FOR THE WORK.

3. TEMPORARY TRAFFIC CONTROL PROVISIONS HAVE BEEN PROVIDED UNDER CONTRACT 1-2015 IN THE UPPER BEE BRANCH WORK AREA. WORK UNDER CONTRACT 4-2015 SHALL MEET THOSE PROVISIONS, AND UTILIZE TRAFFIC CONTROL MEASURES IN PLACE DURING THE DURATION OF THE WORK. MINOR TRAFFIC CONTROL WILL BE NECESSARY AT THE OVERLOOK SITE AND SHOULD BE LIMITED TO TEMPORARY CLOSURE OF THE TRAIL AND PARKING LOT AS NEEDED TO COMPLETE THE WORK. THIS AND ANY ADDITIONAL TRAFFIC CONTROL REQUIRED TO ACCOMODATE CONTRACT 4-2015, INCLUDING SITE INGRESS AND EGRESS, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE WORK.

4. PEDESTRIAN TRAFFIC CONTROL PROVISIONS IN THE UPPER BEE BRANCH CREEK AREA HAVE BEEN COVERED UNDER CONTRACT 1-2015. CONTRACT 4-2015 PROJECT LIMITS WILL BE CLOSED TO PEDESTRIAN TRAFFIC FOR THE DURATION OF THE PROJECT. MINOR PEDESTRIAN TRAFFIC CONTROL WILL BE NECESSARY AT THE OVERLOOK SITE AND SHOULD BE LIMITED TO TEMPORARY CLOSURE OF THE TRAIL AND PARKING LOT AS NEEDED TO COMPLETE THE WORK. ANY ADDITIONAL COSTS REQUIRED TO ACCOMODATE CONTRACT 4-2015 SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE WORK.

5. UPPER AND LOWER BEE BRANCH CREEK ARE HYDRAULICALLY LINKED TO THE MISSISSIPPI RIVER AT ITS DISCHARGE LOCATION AT KERPER BOULEVARD. DURING PERIODS OF ELEVATED RIVER LEVELS, THE CITY OF DUBUQUE MAINTAINS AND OPERATES A FLOOD PROTECTION PUMPING FACILITY AT THE DISCHARGE POINT IN ORDER TO HELP PREVENT BEE BRANCH CREEK AND THE 16TH STREET BASIN FROM FLOODING. THE CITY OF DUBUQUE WILL MAKE THE OPERATION AND MAINTENANCE MANUALS FOR THE FLOOD PROTECTION FACILITIES AVAILABLE TO THE CONTRACTOR DURING BIDDING AND CONSTRUCTION, AND THE CONTRACTOR SHOULD CAREFULLY REVIEW THE OPERATING PROTOCAL PRIOR TO BIDDING THE PROJECT IN ORDER TO UNDERSTAND HOW THE FLUCTUATING RIVER CONDITIONS AND PUMPING OPERATIONS MIGHT IMPACT CONSTRUCTION OF THE OVERLOOK STRUCTURE AT THE 16TH STREET BASIN. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF THAT WORK, INCLUDING ANY AND ALL NECESSARY DEWATERING EFFORTS AND THIER ASSOCIATED COSTS, AND SHALL REMOVE AND REPLACE ANY WORK DAMAGED BY FLOOD WATERS IN THE BASIN.

UTILITY CONTACTS

ALLIANT
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ALLIANT ENERGY
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TERRYDEMPEWOLF@ALLIANTENERGY.COM

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STANDARD SYMBOLS

AREA OF SITE
PROPERTY LINE AND/OR RIGHT OF WAY
TEMPORARY EASEMENT
PERMANENT EASEMENT ON SEWER
SECTION CORNER
IRON PIPE
PROPERTY IRON
MONITORING WELL
SOIL BORING
BENCH MARK
BURIED TELEPHONE CABLE PEDESTAL
EXISTING UTILITY POLE
LIGHT POLE
TELEPHONE POLE
PROPANE TANK
MAIL BOX
SIGN
ROAD SIGN

CONTROL POINT
GUY WIRE
INLET
INLET SQUARE
CATCH BASIN
CURB WATER BOX
SEPTIC
SEPTIC VENT
WELL
NOTATION FOR COMBUSTIBLE FLUIDS
NEW WATER MAIN AND FIRE HYDRANT WITH AUXILIARY VALVE
EXISTING SANITARY SEWER AND MANHOLE
NEW SANITARY SEWER AND MANHOLE
WYE BRANCH
CASING PIPE
FIBER OPTIC

OBJECTS TO BE REMOVED
DECIDUOUS TREE
CONIFEROUS TREE
STUMP
BUSH
WETLAND
PAVED ROAD
EXISTING CULVERT
EXISTING CULVERT IN PROFILE
ORIGINAL GROUND IN PROFILE
EXISTING CONTOUR
FENCE
GUARD RAIL
SILT FENCE
RAILROAD - LARGE SCALE

STORM SEWER
FORCE MAIN
ELECTRIC DUCT
TELEPHONE OR TV CABLE
GAS MAIN
UNDERGROUND ELECTRIC CABLE
UNDERGROUND ELECTRIC CABLE
1½" IRRIGATION SUPPLY LINE, UNLESS OTHERWISE CALLED OUT
½" DISTRIBUTION TUBING, UNLESS OTHERWISE CALLED OUT
¼" DRIPLINE TUBING
FLUSH POINT
NON-POTABLE WATER SOURCE LINE
FLUSH POINT

BENCHMARKS:

CP	DESCRIPTION	NORTHING	EASTING	ELEVATION
231	MAG NAIL	3662586.567	5668535.180	607.164
504	½" REBAR	3662320.050	5685807.760	608.050
505	½" REBAR	3662650.550	5686022.740	609.290
506	½" REBAR	3663000.290	5685792.920	612.560
507	½" REBAR	3663079.980	5685236.880	608.290
509	MAG NAIL	3663571.110	5684551.600	608.790
510	MAG NAIL	3663951.680	5684332.760	609.400
511	MAG NAIL	3664243.950	5684096.710	607.920
523	SPIKE	3663168.913	5685090.191	607.726
526	MAG NAIL	3662948.184	5685449.465	607.235
527	MAG NAIL	3664269.132	5684245.489	609.060
528	MAG NAIL	3664028.760	5684447.140	610.030
529	MAG NAIL	3664181.134	5683949.908	607.494
530	MAG NAIL	3662838.578	5685558.421	607.070
600	MAG NAIL	3662917.580	5684893.856	607.518
601	MAG NAIL	3663203.963	5684410.534	609.973
610	MAG NAIL	3662995.647	5685557.054	610.326
775	MAG NAIL	3663427.479	5684513.115	609.730
776	MAG NAIL	3663681.734	5684803.164	611.160
777	MAG NAIL	3663368.536	5684419.814	610.720

GENERAL INFORMATION

FILE NO.	ENGLISH	DESIGN TEAM STRAND/IIW/KSD	CITY OF DUBUQUE	PROJECT NUMBER TAP-U-2100(683)--81-31	SHEET NUMBER A.2

S:\MAD\1100--1199\1154\007\Micro\Contract 4-2015 (DMATS)\Plan\A.2 - General Plan Information.dgn user: gregg 11/6/2015 9:27:45 AM

NOTE: EXISTING TOPOGRAPHY NOT SHOWN FOR CLARITY. SCREENED ELEMENTS ARE PROPOSED ELEMENTS BY OTHERS

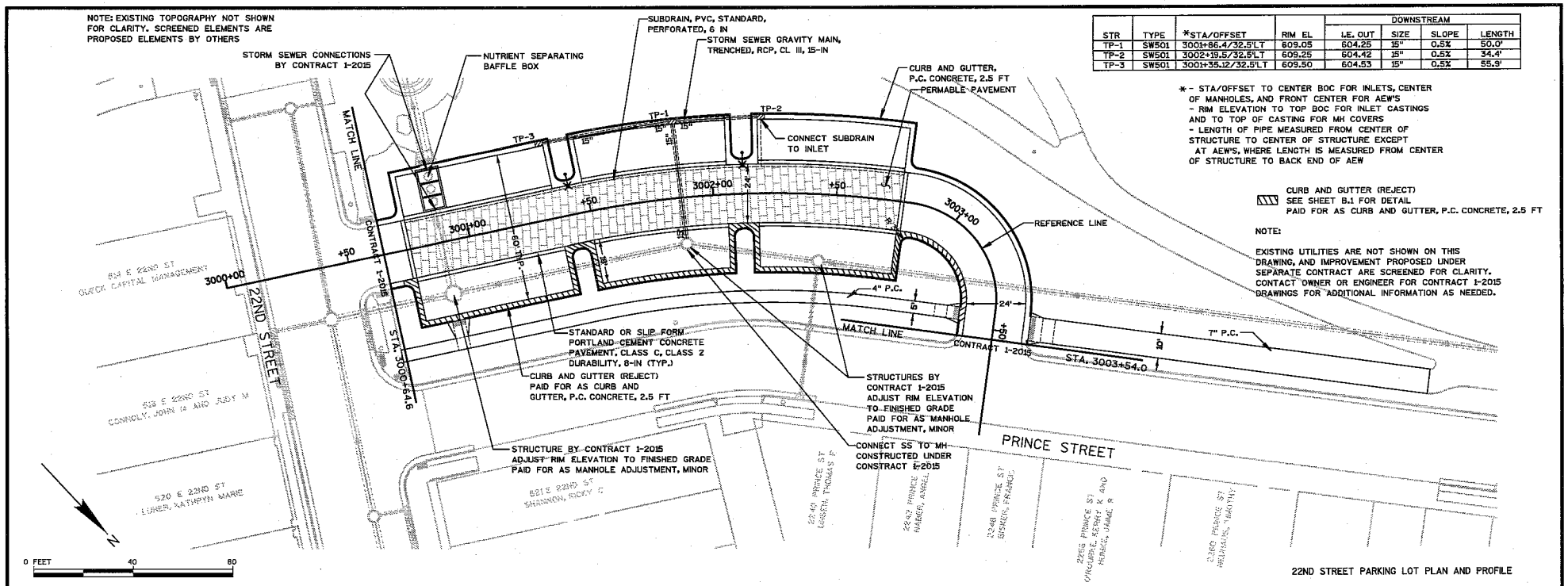
STR	TYPE	*STA/OFFSET	RIM EL	DOWNSTREAM			
				I.E. OUT	SIZE	SLOPE	LENGTH
TP-1	SW501	3001+86.4/32.5'LT	609.05	604.25	15"	0.5%	50.0'
TP-2	SW501	3002+19.5/32.5'LT	609.25	604.42	15"	0.5%	34.4'
TP-3	SW501	3001+35.12/32.5'LT	609.50	604.53	15"	0.5%	55.9'

*- STA/OFFSET TO CENTER BOC FOR INLETS, CENTER OF MANHOLES, AND FRONT CENTER FOR AEW'S
- RIM ELEVATION TO TOP BOC FOR INLET CASTINGS AND TO TOP OF CASTING FOR MH COVERS
- LENGTH OF PIPE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE EXCEPT AT AEW'S, WHERE LENGTH IS MEASURED FROM CENTER OF STRUCTURE TO BACK END OF AEW

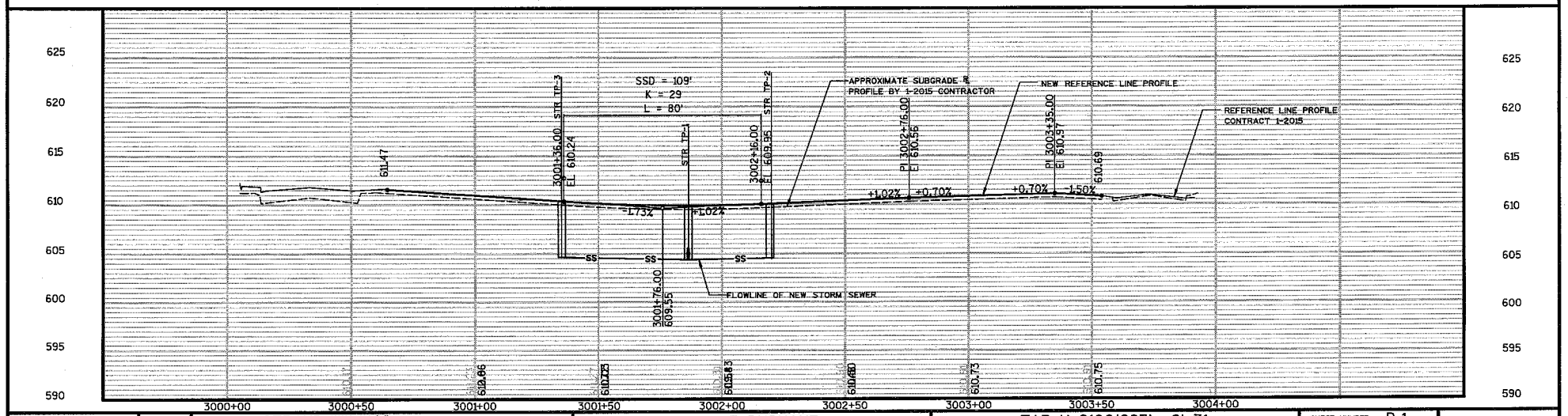
CURB AND GUTTER (REJECT)
SEE SHEET B.1 FOR DETAIL
PAID FOR AS CURB AND GUTTER, P.C. CONCRETE, 2.5 FT

NOTE:

EXISTING UTILITIES ARE NOT SHOWN ON THIS DRAWING, AND IMPROVEMENT PROPOSED UNDER SEPARATE CONTRACT ARE SCREENED FOR CLARITY. CONTACT OWNER OR ENGINEER FOR CONTRACT 1-2015 DRAWINGS FOR ADDITIONAL INFORMATION AS NEEDED.

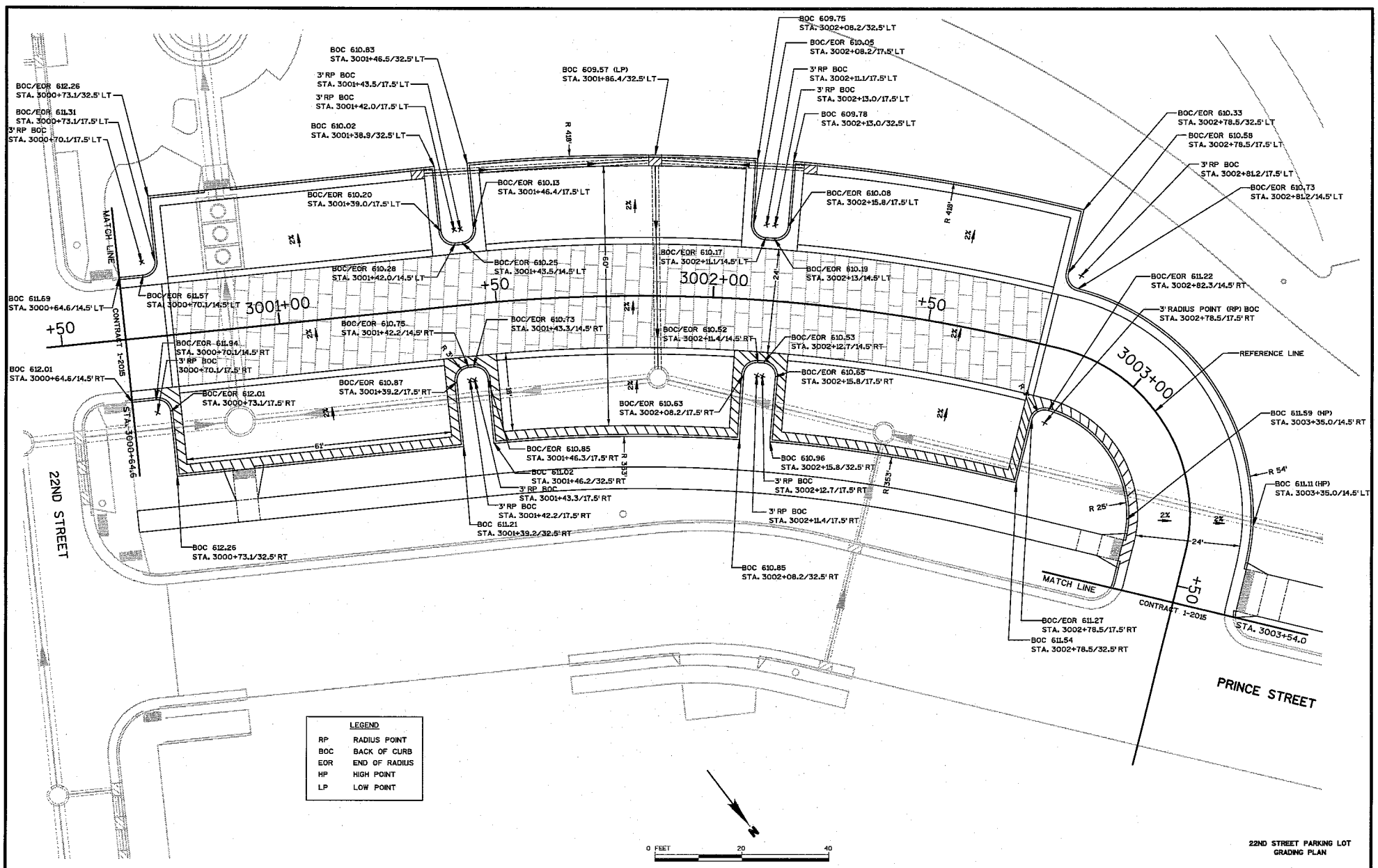


22ND STREET PARKING LOT PLAN AND PROFILE



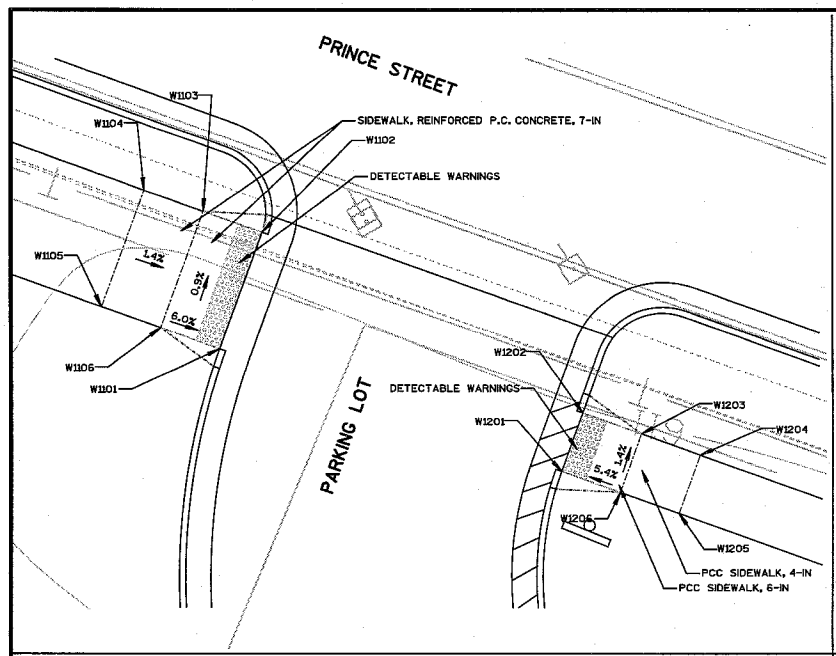
FILE NO.	ENGLISH	DESIGN TEAM STRAND/IIW/KSD	CITY OF DUBUQUE	PROJECT NUMBER TAP-U-2100(683)--8I-31	SHEET NUMBER D.1

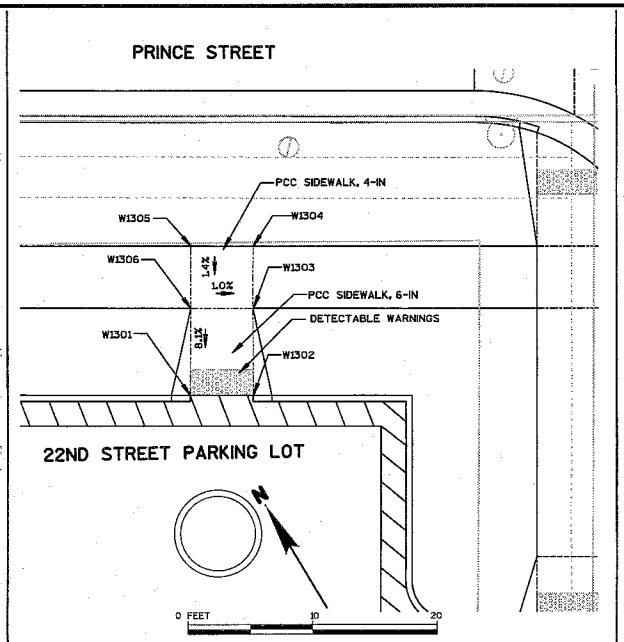
S:\MAD\1100--1199\1154\007\Micros\Contract 4-2015 (DMATS)\Plan\D.1 - 22nd Street Parking Lot Plan and Profile.dgn user: dlanep 10/21/2015 9:08:32 AM

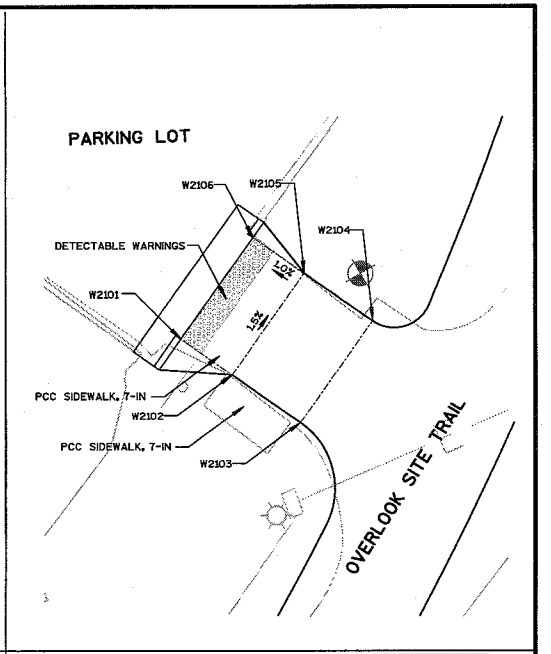


FILE NO.	ENGLISH	DESIGN TEAM STRAND/IIW/KSD	CITY OF DUBUQUE	PROJECT NUMBER TAP-U-2100(683)--8I-31	SHEET NUMBER L.4

S:\MAD\1100--1199\1154\007\Micros\Contract 4-2015 (DMATS)\Plan\L4 - 22nd Street Parking Lot Plan.dgn user: dlanep 10/21/2015 9:05:20 AM







113-1
10-15-1

SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb
① Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

Point to Point		Sidewalk Designation	Distance* FT	Δ Elevation FT	Slope %	Acceptable Constructed Range Pos. or Neg.	Staking Required on this Quadrant? ①	Measured Slope %	Initials	Remarks		FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES Point	Station	Offset	Elevation
W1101	W1102	Ramp Cross Slope	10.00	-0.09	-0.9%	0.1% to 2.0%						W1101	3003+42.50	-14.50	610.62
W1102	W1103	Ramp Running Slope	5.00	0.27	5.4%	0.5% to 8.3%						W1102	3003+52.50	-14.50	610.53
W1103	W1104	Landing/Turning Space	5.00	0.04	0.8%	0.1% to 2.0%						W1103	3003+52.50	-19.50	610.88
W1104	W1105	Sidewalk Cross Slope	10.00	0.15	1.5%	0.5% to 2.0%						W1104	3003+52.50	-24.50	610.84
W1105	W1106	Landing/Turning Space	5.00	-0.07	-1.4%	0.1% to 2.0%						W1105	3003+42.50	-24.50	610.99
W1106	W1101	Ramp Running Slope	5.00	-0.30	-6.0%	0.5% to 8.3%						W1106	3003+42.50	-19.50	610.92
W1106	W1103	Landing/Turning Space	10.00	-0.12	-1.2%	0.1% to 2.0%									
W1201	W1202	Ramp Cross Slope	5.00	-0.07	-1.4%	0.1% to 2.0%						W1201	3003+42.5	14.50	611.14
W1202	W1203	Ramp Running Slope	5.00	0.26	5.2%	0.5% to 8.3%						W1202	3003+47.5	14.50	611.07
W1203	W1204	Landing/Turning Space	5.00	0.07	1.4%	0.1% to 2.0%						W1203	3003+47.5	19.50	611.33
W1204	W1205	Sidewalk Cross Slope	5.00	0.07	1.4%	0.5% to 2.0%						W1204	3003+47.5	24.50	611.40
W1205	W1206	Landing/Turning Space	5.00	-0.07	-1.4%	0.1% to 2.0%						W1205	3003+42.5	24.50	611.47
W1206	W1201	Ramp Running Slope	5.00	-0.26	-5.2%	0.5% to 8.3%						W1206	3003+42.5	19.50	611.40
W1301	W1302	Ramp Cross Slope	5.00	0.07	1.4%	0.1% to 2.0%						W1301	3000+90.9	32.50	611.63
W1302	W1303	Ramp Running Slope	7.00	0.45	6.4%	0.5% to 8.3%						W1302	3000+85.9	32.50	611.70
W1303	W1304	Landing/Turning Space	5.00	0.07	1.4%	0.1% to 2.0%						W1303	3000+85.9	39.50	612.15
W1304	W1305	Sidewalk Cross Slope	5.00	0.05	1.0%	0.5% to 2.0%						W1304	3000+85.9	44.50	612.22
W1305	W1306	Landing/Turning Space	5.00	-0.07	-1.4%	0.1% to 2.0%						W1305	3000+90.9	44.50	612.27
W1306	W1301	Ramp Running Slope	7.00	-0.57	-8.1%	0.5% to 8.3%	Yes					W1306	3000+90.9	39.50	612.20
W2101	W2102	Landing/Turning Space	5.00	0.05	1.0%	0.1% to 2.0%						W2101	4001+04.6	22.50	604.74
W2102	W2103	Ramp Running Slope	6.67	-0.16	-2.4%	0.5% to 8.3%						W2102	4001+03.6	17.00	604.79
W2103	W2104	Ramp Cross Slope	10.00	-0.07	-0.7%	0.1% to 2.0%						W2103	4001+02.4	18.50	604.63
W2104	W2105	Ramp Running Slope	6.67	0.08	1.2%	0.5% to 8.3%						W2104	4001+12.6	8.60	604.56
W2105	W2106	Landing/Turning Space	5.00	0.05	1.0%	0.1% to 2.0%						W2105	4001+14.0	15.20	604.64
W2106	W2101	Landing/Turning Space	10.00	0.05	0.5%	0.1% to 2.0%						W2106	4001+15.1	20.00	604.69

FILE NO.	ENGLISH	DESIGN TEAM STRAND/IIW/KSD	CITY OF DUBUQUE	PROJECT NUMBER TAP-U-2100(683)--8I-31	SHEET NUMBER S.1

S:\MAD\1100--1199\1154\007\Micros\Contract 4--2015 (DMATS)\Plan\S.1 -- 22nd Street Parking Lot Curb Ramp Detail.dgn user: dlanep 11/2/2015 9:02:11 AM

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: November 17, 2015
Date of Addendum: November 13, 2015

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
452	31-2100-683	MISCELLANEOUS	DUBUQUE	TAP-U-2100(683)--8I-31	17NOV452.A02

Make the following changes to the PROPOSAL SPECIAL PROVISIONS LIST & TEXT:

Add the attached:

SP- 157006 November 17, 2015
SPECIAL PROVISIONS FOR OVERLOOK ROOF SYSTEM

Dubuque County TAP-U-2100(683)--8I-31

SP-157006
(New)

SPECIAL PROVISIONS
FOR
OVERLOOK ROOF SYSTEM

Dubuque County
TAP-U-2100(683)--8I-31

Effective Date
November 17, 2015

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

STEEL DECK

1 GENERAL

1.1 RELATED DOCUMENTS

A. Plans.

1.2 SUMMARY

A. Section Includes:

1. Roof deck.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.

B. Shop Drawings:

1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Product Certificates: For each type of steel deck.

C. Evaluation Reports: For steel deck.

D. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.

B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

2 PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

2.2 ROOF DECK

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. ASC Profiles, Inc.; a Blue Scope Steel company.
2. Canam United States; Canam Group Inc.
3. CMC Joist & Deck.
4. Consolidated Systems, Inc.; Metal Dek Group.
5. Cordeck.
6. DACS, Inc.
7. Epic Metals Corporation.
8. Marlyn Steel Decks, Inc.
9. New Millennium Building Systems, LLC.
10. Nucor Corp.; Vulcraft Group.
11. Roof Deck, Inc.
12. Valley Joist; Subsidiary of EBSCO Industries, Inc.
13. Verco Manufacturing Co.
14. Wheeling Corrugating Company; Div. of Wheeling-Pittsburgh Steel Corporation.

B. Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and with the following:

1. Galvanized-Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33 G60 zinc coating.
2. Deck Profile: As indicated.
3. Profile Depth: As indicated.
4. Design Uncoated-Steel Thickness: As indicated.
5. Span Condition: As indicated.
6. Side Laps: Overlapped or interlocking seam at Contractor's option.

2.3 ACCESSORIES

A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.

B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.

C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.

D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.

E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359 inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

F. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, 0.0598 inch thick, with factory-punched hole of 3/8-inch minimum diameter.

G. Galvanizing Repair Paint: ASTM A 780SSPC-Paint 20 or MIL-P-21035B, with dry film containing a minimum of 94% zinc dust by weight.

3 EXECUTION

3.1 EXAMINATION

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.

B. Locate deck bundles to prevent overloading of supporting members.

C. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.

D. Place deck panels flat and square and fasten to supporting frame without warp or deflection.

E. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

F. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.

G. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

H. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.3 ROOF-DECK INSTALLATION

A. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter that is not less than 1-1/2 inches long, and as follows:

1. Weld Diameter: 5/8 inch, nominal.

2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds as indicated.
3. Weld Washers: Install weld washers at each weld location.

B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches, and as follows:

1. Mechanically fasten with self-drilling, No. 10 diameter or larger, carbon-steel screws.

C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1 1/2 inches, with end joints as follows:

1. End Joints: Lapped 2 inches minimum.

D. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld or mechanically fasten to substrate to provide a complete deck installation.

1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Contracting Authority will engage a qualified testing agency to perform tests and inspections.

B. Field welds will be subject to inspection.

C. Testing agency will report inspection results promptly and in writing to Contractor and Engineer.

D. Remove and replace work that does not comply with specified requirements.

E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Cost for work under this Section shall be paid for in accordance with the lump sum prices bid for the Overlook Roof System.

4.2 BASIS OF PAYMENT

A. Prices bid shall include all labor, materials, and equipment, necessary to complete the work as specified herein and as shown on the plans.

END OF SECTION

WOOD DECKING

1 GENERAL

1.1 RELATED DOCUMENTS

A. Plans.

1.2 SUMMARY

A. Section Includes:

1. Glued-laminated wood roof decking (for ceiling).

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1. For glued-laminated wood decking, include installation instructions and data on lumber, adhesives, and fabrication.

B. Samples: 24 inches long, showing the range of variation to be expected in appearance of wood decking.

1.4 QUALITY ASSURANCE

A. Standard for Solid-Sawn Wood Decking: Comply with AITC 112.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Schedule delivery of wood decking to avoid extended on-site storage and to avoid delaying the Work.

B. Store materials under cover and protected from weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings. Stack wood decking with surfaces that are to be exposed in the final Work protected from exposure to sunlight.

2 PRODUCTS

2.1 WOOD DECKING, GENERAL

A. General: Comply with DOC PS 20 and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.

B. Moisture Content: Provide wood decking with 15% maximum moisture content at time of dressing.

2.2 GLUED-LAMINATED WOOD DECKING

A. Face Species: Western red cedar

B. Decking Nominal Size: 2x6 or 2x8

C. Decking length: Random lengths with minimum length 12 feet.

D. Decking Configuration: Tongue-and-groove.

E. Face Grade: Custom or Supreme: Clear face is required. Occasional pieces may contain a small knot or minor characteristic that does not detract from the overall appearance.

F. Face Surface: Smooth

G. Edge Pattern: Channel grooved

H. Laminating Adhesive: Wet-use type complying with ASTM D 2559.

1. Adhesives shall contain no urea-formaldehyde resins.
2. Adhesives shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 ACCESSORY MATERIALS

A. Fasteners for Glued-Laminated Decking: Provide fastener size and type complying with requirements in "Installation" Article for installing laminated decking.

B. Screws: Square or hex head. Provide minimum 1 1/4 inch penetration into support structure.

C. Fastener Material: Stainless steel.

3 EXECUTION

3.1 EXAMINATION

A. Examine support framing in areas to receive wood decking for compliance with installation tolerances and other conditions affecting performance of wood decking.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install laminated wood decking to comply with manufacturer's written instructions.

1. Locate end joints for controlled random lay-up. Do not have joints in decking in adjacent pieces. Stagger joints on support members.

2. Slant anchor each course of glued-laminated wood decking thru the tongue of the course at each support member above.

3.3 ADJUSTING

A. Repair damaged surfaces and finishes after completing erection. Replace damaged decking if repairs are not approved by Engineer.

3.4 PROTECTION

A. Provide temporary waterproof covering as the Work progresses to protect roof decking until roofing is applied.

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Cost for work under this Section shall be paid for in accordance with the lump sum prices bid for the Overlook Roof System.

4.2 BASIS OF PAYMENT

A. Prices bid shall include all labor, materials, and equipment, necessary to complete the work for the individual items as specified herein and as shown on the plans.

END OF SECTION

COMPOSITE METAL PANELS

1 GENERAL

1.1 RELATED DOCUMENTS

A. Plans.

1.2 SUMMARY

A. This Section includes the following:

1. Composite metal panels.

1.3 SUBMITTALS

A. Design criteria and design loads, which are applied to the primary structure, shall be specifically indicated and located on the shop drawings.

B. Shop Drawings: Indicate thickness and dimensions of parts, installation requirements, fastening and anchorage methods; detail and location of joints and sealants including joints necessary to accommodate structural frame and 160°F temperature range thermal movement.

C. Submit certification with shop drawings that material meets requirements specified.

D. Samples:

1. Panel Assembly: For each type of assembly, 16 inches by 16 inches minimum.
2. For each color or finish selected 12 inches by 12 inches minimum.
3. Submittal and approval of physical samples representative of the details and specifications of this project's most difficult condition, is required prior to fabrication of said composite panels.

1.4 QUALITY ASSURANCE

A. Composite Panel Manufacturer: Minimum of 10 years of continuous experience manufacturing composite panels of the type specified, and capable of providing a list of five projects of similar size, including approximate time of installation and the name of the architect for each.

B. Fabricator/Installer: Certified by panel manufacturer and have a minimum of 6 years of experience handling composite panels of this type, project size, and scope. They shall also provide a list of five projects utilizing this material with approximate date, and name of architect.

C. Shop fabricate all composite panels. No field fabrication will be allowed. Panels must fabricated using the envelope pan corner, with back up plate, caulking, and pneumatically applied pop rivets.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect finish and edges in accordance with panel manufacturer's recommendations.

B. Store material in accordance with panel manufacturer's recommendations.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify location of structural members and openings in substrates by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.7 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive the Contracting Authority of other rights the Contracting Authority may have under other provisions of the contract documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the contract documents.

B. Special Finish Warranty: Submit a written warranty, signed by manufacturer, covering failure of the factory-applied exterior finish on metal wall panels within the specified warranty period and agreeing to repair finish or replace wall panels that show evidence of finish deterioration. Deterioration of finish includes, but is not limited to, color fade, chalking, cracking, peeling, and loss of film integrity.

C. Finish Warranty Period: 20 years from date of Substantial Completion.

2 PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to the following:

1. Laminators, Inc.

a. Metal Panel Types:

1) Omega-Lite for flat surface installations.

2.2 MATERIALS

A. Aluminum-Faced Composite Wall Panels:

2.1 Panel Construction: Finished aluminum sheet over a corrugated polyallomer (CPA) core with backer sheet.
2.2 Panel Facing: Smooth face, minimum 0.021 inch thick, ASTM B209 aluminum sheet.
2.3 Panel Backing: Random painted aluminum sheet, minimum 0.013 inch thick, ASTM B209 aluminum sheet.

2.4 Panel Thickness: 1/4 inch.
2.5 Fire Test Performance: ASTM E84: Class A.
2.6 Bond Test Performance: ASTM C481-A Cyclic Aging: Pass.
2.7 Finish: Kynar 500 - PVDF fluoropolymer paint system meeting AAMA 2605.
1. Finish Colors: To match architects samples.
a. Color A to be Rocky Grey
b. Color B to be Champagne

B. Aluminum-Faced Composite Wall Panels Trim:

1. Manufacturers Two-Piece Snap-Fit – color to match panel.

2.3 ACCESSORIES

A. Manufacturer's Sealants and Accessories: Provide manufacturer's recommended sealants and accessories for product installation.

B. Flashing: Fabricate flashing materials from 0.030 inch minimum thickness aluminum sheet painted to match the adjacent curtain wall/panel system where exposed. Provide a 12 inch wide lap strap under the flashing at abutted conditions and seal lapped surfaces with a full bed of non-hardening sealant.

2.4 FABRICATION

A. General: Fabricate and finish metal wall panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional requirements.

1. Form panel with surfaces free from warp and buckle.
2. Where indicated, fabricate panels to radius shown.

B. Tolerances: Length and Width: plus or minus 1/16 inch. Squareness (Diagonals): equal within 1/8 inch.

3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Examine substrates, areas, and conditions, with substrate installer present, for compliance with requirements for structural soundness, installation tolerances, metal panel supports, and other conditions affecting performance of work.

1. Examine primary and secondary wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances listed below.
a. 1/4 inch in any 20 feet length vertically or horizontally.
b. 1/2 inch in any building elevation.
2. Examine solid wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required.
3. For the record, prepare written report, endorsed by panel installer and substrate in-

staller, listing remedy for conditions detrimental to performance of work.

C. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before metal panel installation.

D. Proceed with installation only after all unsatisfactory conditions have been corrected.

E. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.

3.2 INSTALLATION

A. Comply with panel manufacturer's instructions and approved shop drawings for installation and erection of panels.

B. Anchor panels securely in place, providing necessary thermal and structural movement.

C. Erect the work plumb, level and true to line with tolerances not exceeding 1/8 inch in 10 feet.

D. Provide a concealed fastener installation system, with no fasteners exposed. All fasteners attached to the composite panels must be attached with a pneumatically applied pop rivet.

E. Conform to panel manufacturer instructions for installation of concealed fasteners.

F. Where aluminum abuts or joins adjacent dissimilar metals, execute joint to facilitate drainage and eliminate possibility of corrosion.

3.3 SEALANTS

A. Sealing of aluminum clad composite panels will be a part of this Section.

B. Sealant shall be certified by the Manufacturer for this project and shall be installed per Manufacturer's procedures with experienced personnel that are approved by Manufacturer.

C. Mask, prior to and during installation of silicone, sealant, exposed surfaces adjacent to silicone sealant joinery.

D. Remove masking immediately following finishing, tooling before skinning occurs.

3.4 CLEANING AND PROTECTING

A. Protection: Protect installed product and finish surfaces from damage during construction.

B. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

C. Protect installed products until completion of project.

D. Touch-up, repair or replace damaged products before Substantial Completion.

E. Clean only after installation procedures, including joint treatment, are completed.

3.5 DAMAGED PANELS

A. Panels may be rejected for any of the following reasons:

1. Exceeding specified installation tolerances.
2. Damage during construction operations.
3. Exposed-to-view surfaces having surface-finish deficiencies, scratches, dents or other condition.

B. Panels may be repaired if Engineer has viewed panel and agrees repair may be attempted and damaged area is 15 feet above grade or finish floor.

C. Replace panels repaired but not acceptable to the Engineer.

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Cost for work under this Section shall be paid for in accordance with the lump sum price bid for the Overlook Roof System.

4.2 BASIS OF PAYMENT

A. Prices bid shall include all labor, materials, and equipment, necessary to complete the work for the individual items as specified herein and as shown on the plans.

END OF SECTION

SHEET METAL ROOFING

1 GENERAL

1.1 RELATED DOCUMENTS

A. Plans.

1.2 SUMMARY

A. Section Includes:

1. Standing-seam metal roofing, custom fabricated in factory.

1.3 PERFORMANCE REQUIREMENTS

A. General Performance: Sheet metal roofing system including, but not limited to, metal roof panels, cleats, clips, anchors and fasteners, sheet metal flashing integral with sheet metal roofing, fascia panels, trim, battens, underlayment, and accessories shall comply with requirements indicated without failure due to defective manufacture, fabrication, installation, or other defects in construction. Sheet metal roofing shall remain watertight.

B. Thermal Movements: Provide sheet metal roofing that allows for thermal movements from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120°F, ambient; material surfaces.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: Show fabrication and installation layouts of sheet metal roofing, including plans, elevations, expansion joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:

1. Details for forming sheet metal roofing, including seams and dimensions.
2. Details for joining and securing sheet metal roofing, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
3. Details of termination points and assemblies, including fixed points.
4. Details of expansion joints, including showing direction of expansion and contraction.
5. Details of roof penetrations.
6. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counter flashings.
7. Details of special conditions.
8. Details of connections to adjoining work.
9. Detail the following accessory items, at a scale of not less than 3 inches per 12 inches

a. Flashing and trim.
b. Gutters and downspouts as they relate to adjacent sheet metal roofing.

C. Samples for Initial Selection: For each type of sheet metal roofing indicated, with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:

1. Trim and Metal Closures: 12 inches long and in required profile. Include fasteners and other exposed accessories.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Roof plans drawn to scale with coordinated details for penetrations and roof-mounted items. Show the following:

1. Sheet metal roofing and attachments.

B. Qualification Data: For qualified Installer.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each product.

D. Warranties: Sample of special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing sheet metals and accessories to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal roofing materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal roofing materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal roofing from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal roofing installation.

1.9 COORDINATION

A. Coordinate installation of roof curbs, equipment supports, and roof penetrations, which are specified in other Sections.

B. Coordinate sheet metal roofing with rain drainage work, flashing, trim, and construction of metal decks walls, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY

A. Special Warranty: Warranty form at the end of this Section in which Installer agrees to repair or replace components of sheet metal roofing that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures, including but not limited to rupturing, cracking, or puncturing.
b. Wrinkling or buckling.
c. Loose parts.
d. Failure to remain weathertight, including uncontrolled water leakage.
e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including non-uniformity of color or finish.
f. Galvanic action between sheet metal roofing and dissimilar materials.

2. Warranty Period: Two years from date of Substantial Completion.

B. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal roofing that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

2 PRODUCTS

2.1 ROOFING SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Pac-Clad – Tite-Loc Plus

a. Panel Width: 18 inches
b. Seam Height: 2 inches

C. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.

1. Thickness: 0.032 inch.
2. Surface: Smooth, flat
3. All panels to be full length with no lap seams between standing seams.
4. Exposed Coil-Coated Finish:
   a. Finish shall be a Two-Coat Fluoropolymer: Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.
5. Color: As selected by Engineer from manufacturer's full range.
6. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.2 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: ASTM D 1970; stable after testing at 240°F.
2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20°F.
3. Products: Subject to compliance with requirements, provide one of the following:
   a. Carlisle Coatings & Waterproofing Inc.; CCW WIP 300HT.
   b. Grace Construction Products, a unit of W. R. Grace & Co.; Ultra.
   c. Henry Company; Blueskin PE200 HT.
   d. Metal-Fab Manufacturing, LLC; Wind and Water Shield
   e. Owens Corning; WeatherLock Metal High-Temperature Underlayment.
   f. Tamko; TW Tile and Metal Underlayment.
   g. SharkSkin; Ultra

2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.

B. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.

1. General:

   a. Exposed Fasteners: Heads matching color of sheet metal roofing using plastic caps or factory-applied coating.

b. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
c. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

C. Sealant Tape: Pressure-sensitive, 100 %solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

2.4 ACCESSORIES

A. Sheet Metal Accessories: Provide components required for a complete sheet metal roofing assembly including trim, copings, fasciae, corner units, clips, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items. Match material and finish of sheet metal roofing unless otherwise indicated. Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.

1. Cleats: For mechanically seaming into joints and formed from the following materials:
   a. Aluminum Roofing: 0.0250 inch thick stainless steel.
2. Clips: Minimum 0.0625 inch thick, stainless-steel panel clips designed to withstand negative-load requirements.
3. Backing Plates: Plates at roofing splices, fabricated from material recommended by SMACNA.
4. If Strippable coating to be applied on the pre-finished metals to the top side to protect the finish during fabrication, shipping and handling, film shall be removed before installation.
5. Form exposed sheet metal accessories without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
6. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
7. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.
8. Closures: use composition or metal profiled closures at the top of each elevation to close ends of the panels. Metal closures to be made in the same material and finish as face sheet.
9. Trim: Trim shall be fabricated of the same material and finish to match the profile, and will be press broken in lengths of 10 to 12 feet. Trim shall be formed only by the manufacturer of their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting.

2.5 FABRICATION

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates and accessories required for a weathertight installation.

B. Roof panels shall be standing seam with 2 inch high seams that are mechanically seamed together at 180 degrees.

C. Panels to be produced with factory supplied hot melt mastic in the seams.

D. Panels to be designed for attachment with concealed fastener clips, spaced as required by the manufacturer to provide for both positive and negative design loads, while allowing for the expansion and contraction of the entire roof system resulting from variations in temperature.

E. Fabrication Tolerances: Fabricate sheet metal roofing that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

F. Expansion Provisions: Fabricate sheet metal roofing to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work. Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

G. Sealant Joints: Where movable, nonexpansion-type joints are indicated or required to produce weathertight seams, form metal to provide for proper installation of elastomeric sealant in compliance with SMACNA standards.

H. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by fabricator of sheet metal roofing or manufacturers of the metals in contact.

I. Forming: Use continuous end rolling method. No end laps on panels. No portable roll forming machines will be permitted on this project, no installer-owned or installer-rented machines will be permitted for fabrication of panels. It is the intent of the Engineer to provide factory-manufactured panel systems only for this project.

J. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.

   1. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
   2. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.

3 EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

1. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking, that tops of fasteners are flush with surface, and that installation is within flatness tolerances required for finished roofing installation.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored, and that provision has been made for drainage, flashings, and penetrations through sheet metal roofing.

B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Examine roughing-in for components and systems penetrating sheet metal roofing to verify actual locations of penetrations relative to seam locations of sheet metal roofing before installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free, on roof sheathing under sheet metal roofing. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply over entire roof, in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3 1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

B. Install flashings to cover underlayment to comply with requirements in Section "Sheet Metal Flashing and Trim."

3.3 INSTALLATION, GENERAL

A. General: Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement. Install fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.

1. Field cutting of sheet metal roofing by torch is not permitted.
2. Provide metal closures at peaks and rake edges.
3. Flash and seal sheet metal roofing with closure strips at eaves, rakes, and perimeter of all openings. Fasten with self-tapping screws.
4. Locate and space fastenings in uniform vertical and horizontal alignment. Predrill panels for fasteners.
5. Install sealant tape where indicated.

6. Lap metal flashing over sheet metal roofing to allow moisture to run over and off the material.
7. Do not use graphite pencils to mark metal surfaces.

B. Thermal Movement. Rigidly fasten metal roof panels to structure at only one location for each panel. Allow remainder of panel to move freely for thermal expansion and contraction.

1. Avoid attaching accessories through roof panels in a manner that will inhibit thermal movement.

C. Fasteners: Use fasteners of sizes that will penetrate metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

D. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by SMACNA.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Fasciae: Align bottom of sheet metal roofing and fasten with blind rivets, bolts, or self-tapping screws. Flash and seal sheet metal roofing with closure strips where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.4 SHEET METAL ROOFING INSTALLATION

A. Install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of welds, and sealant.

1. Anchor securely in place using clips and fasteners spaced in accordance with manufacturer's recommendations for design wind load criteria.
2. Field apply sealant to penetrations, transitions, and other locations necessary for airtight, waterproof installation.
3. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so cleat, sheet metal roofing, and field-applied sealant are completely engaged.

3.5 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete sheet metal roofing assembly including trim, copings, seam covers, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items.
2. Install accessories integral to sheet metal roofing that are specified in Section "Sheet Metal Flashing and Trim" to comply with that Section's requirements.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners

where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
2. Install continuous strip of self-adhering underlayment at edge of continuous flashing overlapping self-adhering underlayment, where "continuous seal strip" is indicated in SMACNA's "Architectural Sheet Metal Manual," and where indicated on Drawings.
3. Install exposed flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
4. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, and filled with butyl sealant concealed within joints.

3.6 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal roofing within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.7 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean off excess sealants.

C. Remove temporary protective coverings and strippable films as sheet metal roofing is installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal roofing installation, clean finished surfaces as recommended by sheet metal roofing manufacturer. Maintain sheet metal roofing in a clean condition during construction.

D. Replace sheet metal roofing components that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures. Final approval of all touchup and repair shall be given by the Engineer. Replace component if repair or touchup is deemed unacceptable by Engineer.

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Cost for work under this Section shall be paid for in accordance with the lump sum prices bid for the Overlook Roof System.

4.2 BASIS OF PAYMENT

A. Prices bid shall include all labor, materials, and equipment, necessary to complete the work for the individual items as specified herein and as shown on the plans.

END OF SECTION

SHEET METAL FLASHING AND TRIM

1 GENERAL

1.1 RELATED DOCUMENTS

A. Plans.

1.2 SUMMARY

A. Section Includes:

1. Formed Products:

a. Formed roof drainage sheet metal fabrications.
b. Formed low-slope roof sheet metal fabrications.

1.3 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.

1. Temperature Change (Range): 120°F, ambient; material surfaces.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:

1. Identification of material, thickness, weight, and finish for each item and location in Project.
2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
4. Details of termination points and assemblies, including fixed points.
5. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counter flashings as applicable.
6. Details of special conditions.

7. Details of connections to adjoining work.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified fabricator.

B. Warranty: Sample of special warranty.

1.6 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.8 WARRANTY

A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 20 years from date of Substantial Completion.

2 PRODUCTS

2.1 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.

1. Exposed Coil-Coated Finishes:
   a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70% PVDF resin by weight in color coat. Prepare, pretreat, and apply coating

to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Color: To match material color selection in the Composite Metal Panels Section.
3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.2 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
   a. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

2.3 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.

1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
2. Obtain field measurements for accurate fit before shop fabrication.
3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.

B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.

E. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

2.4 ROOF DRAINAGE SHEET METAL FABRICATIONS

A. Built-in Gutters: Fabricate to cross section indicated, with riveted and soldered joints, complete with end pieces, outlet tubes, and other special accessories as required. Fabricate in minimum 96-inch-long sections.

1. Fabricate from the following materials:
   a. Copper: 16 ounces per square foot.

2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof-Edge Flashing (Gravel Stop) and Fascia Cap: Fabricate in minimum 96-inch- long, but not exceeding 10-foot- long, sections. Furnish with 6-inch- wide, joint cover plates.

1. Joint Style: Butt, with 6 inch wide, exposed cover plates.
2. Fabricate from the following materials:
   a. Aluminum: 0.050 inch thick.

B. Base Flashing: Fabricate from the following materials:

1. Aluminum: 0.040 inch thick.

C. Counter flashing: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

D. Flashing Receivers: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

E. Roof-Drain Flashing: Fabricate from the following materials:

1. Copper: 12 ounces per square foot.

3 EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. General: Install underlayment over entire surface of roof.

B. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3 1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

3.3 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.

1. Coat back side of uncoated aluminum sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.

D. Fastener Sizes: Use fasteners of sizes that will penetrate metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Seal joints as shown and as required for watertight construction.

1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40°F and 70°F, set joint members for 50% movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40°F.
2. Prepare joints and apply sealants as follows:

a. Comply with joint-sealant manufacturer's written installation instructions for producst and applications indicated, unless more stringent requirements apply.
b. Sealant installation standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
c. Install sealant backings of kind indicated to support sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability
d. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
e. Install sealants using proven techniques that comply with the following and at the same time backings are installed.
   1) Place sealants so they directly contact and fully wet joint substrates.
   2) Completely fill recesses in each joint configuration.
   3) Produce uniform, cross-sectional shapes and depth relative to joint widths that allow optimum sealant movement capability.
f. Tooling of non-sag sealants: Immediately after sealant application an dbefore skinning of curing begins, tool sealants according to requirements speccified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1) Remove excess sealant from surfaces adjacent to joints.
   2) Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3) Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
      a) Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 ROOF DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

B. Built-in Gutters: Join sections with riveted and soldered or lapped joints sealed with sealant. Provide for thermal expansion. Slope to downspouts. Provide end closures and seal watertight with sealant.

1. Install underlayment layer in built-in gutter trough and extend to drip edge at eaves and under felt underlayment on roof sheathing. Lap sides a minimum of 2 inches over underlying course. Lap ends a minimum of 4 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with roofing nails.
2. Anchor and loosely lock back edge of gutter to continuous eave or apron flashing.
3. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 24 inches apart.

3.5 ROOF FLASHING INSTALLATION

General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.6 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.7 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

4 MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Cost for work under this Section shall be paid for in accordance with the lump sum prices bid for the Overlook Roof System.

4.2 BASIS OF PAYMENT

A. Prices bid shall include all labor, materials, and equipment, necessary to complete the work for the individual items as specified herein and as shown on the plans.

END OF SECTION

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

The attached wage rate IA 15-1.1a is identical to both the previous IA 15-1.0 and IA 15-1.1. Both are General Decision Number: IA150001, Modification Number: 0, Publication Date: 01/02/2015.

The new specification numbers IA 15-1.1 and IA 15-1.1a were created and assigned to proposals in an effort to implement new statewide wage rate modifications. However, at the time of issuing this specification, the United States Department of Labor has not published those rate modifications so they may not be assigned to contracts. Therefore, the previous rate: General Decision Number: IA150001, Modification Number: 0, Publication Date: 01/02/2015 is being incorporated into applicable contracts under the new specification number IA 15-1.1a – attached.

General Decision Number: IA150001 01/02/2015 IA1

Superseded General Decision Number: IA20140001

State: Iowa

Construction Types: Heavy and Highway

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

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

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

Modification Number	Publication Date
0	01/02/2015

* SUIA2002-003 02/28/2012

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

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

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

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

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

GROUP A – Asbestos abatement worker (Zones 4 and 5); Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman;

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.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

****CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

IOWA DOT

SMARTER I SIMPLER I CUSTOMER DRIVEN

www.iowadot.gov

Office of Contracts I Project Delivery Bureau
800 Lincoln Way I Ames, Iowa 50010
Phone: 515-239-1414 I Email: dot.contracts@dot.iowa.gov

TO: COUNTIES
CITIES
COUNTY CONSERVATION BOARDS

SUBJECT: INSTRUCTIONS FOR ISSUING SALES AND USE TAX EXEMPTION CERTIFICATES

Iowa Code allows designated exempt entities to issues Sales and Use Tax Exemption Certificates. These certificates, when issued to contractors and sub-contractors, allow the purchase of qualifying items to be made exempt from Iowa sales tax, applicable local option sales tax, and school infrastructure local option sales tax.

Enclosed are the Sales and Use Exemption Certificates for contract(s) awarded through the Iowa DOT letting. **IMPORTANT**: Please sign each of the Sales and Use Tax Exemption Certificates and send them to the prime contractor.

Call the Office of Contracts at 515-239-1414 if you have any questions.

Sincerely,

Wes W. Musgrove, P.E.
Contracts Engineer

WWM/met
Enclosure(s)

Iowa Department of Revenue
www.state.ia.us/tax

Iowa Department of Transportation
FO05 (650071) 08-08

DESIGNATED EXEMPT ENTITY IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE AND AUTHORIZATION LETTER

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor.
Seller: Keep this certificate in your files. **Contractor/Exempt Entity:** Keep a copy of this certificate for your records.
Do not send this to the Department of Revenue.

Designated Exempt Entity		
CITY OF DUBUQUE, PUBLIC WORKS DIREC		
Address 1		
50 WEST 13TH ST		
Address 2		
City	State	Zip Code
DUBUQUE	IA	52001-4864
Construction Project Name		
15/11/17\452		
Construction Project Number (if used)		
31-2100-683		

General Contractor or Subcontractor Name		
PORTZEN CONSTRUCTION, INC.		
Address 1		
205 STONE VALLEY DRIVE		
Address 2		
City	State	Zip Code
DUBUQUE	IA	52003

Description of contract/subcontract (please print/type clearly)

DUBUQUE TAP-U-2100(683)--81-31
MISCELLANEOUS

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent _____ Date _____

31-013 (8/18/03)

AUTHORIZATION LETTER FROM IOWA DEPARTMENT OF TRANSPORTATION

CONTRACTOR/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section: 423.3 (80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials and supplies can be found at www.state.ia.us/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this construction project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the contract is completed. Email the department at idr@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

SUBCONTRACTOR AUTHORIZATION AND EEO POSTER NOTICE

County: DUBUQUE
Contract ID: 31-2100-683
Date of Letting: 15/11/17
Wage Decision: IA15-1.1A

To: Employees and Applicants

Equal Employment Opportunity (EEO) and Affirmative Action (AA) requirements apply to this contract. It is the policy of the contractors working on this contract to ensure 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.

You should contact the Iowa Department of Transportation, Office of Employee Services, Civil Rights Section at 515-239-1921 to register your complaint if you feel that you are being discriminated against because of your race, religion, sex, color, national origin, age, or disability.

Contractors authorized to work on this contract are listed below. Individuals seeking employment may contact them about employment opportunities and information about each company's training program.

Contractor	City	State	Telephone
PORTZEN CONSTRUCTION, INC.	DUBUQUE	IA	(563)557-7642