



HARDIN COUNTY
Board of Supervisors

Wednesday, August 18, 2021

NOTICE: Meetings will be held electronically and in-person. To access and participate in meetings remotely, please call 641-939-8108 for Zoom meeting information.

1. 9:00 A.M. Call To Order
Courthouse Large Conference Room
2. Pledge Of Allegiance
3. Approval Of Agenda
4. Approval Of Minutes

Documents:

[08-04-2021 MINUTES.PDF](#)
[08-04-2021 CHAT LOG.PDF](#)

5. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 8-18-2021.PDF](#)

6. Utility Permits & Secondary Roads Department
7. Approve Final Plans For BRS-SWAP-C042(108)—FF-42 - County Hwy S57 Over Honey Creek

Documents:

[42-CO42-108 FINAL PLANS.PDF](#)

8. Recommendation From REAP Committee On Trail Grant Application With Possible Action

Documents:

[REAP GRANT APPLICATION.PDF](#)

9. Recommendation From Economic Development Advisory Board On Trail Funding With Possible Action

Documents:

[2021 08-17 IOWA RIVERS EDGE TRAIL FUNDING REQUEST.PDF](#)

10. Discussion On Trail Proposal With Possible Action

11. Accept Iowa DOT Contract 42-C042-104

Documents:

[IOWA RIVERS EDGE TRAIL PROJECT CONTRACT.PDF](#)

12. Proclamation – Rail Safety Week 2021

Documents:

[PROCLAMATION - NATIONAL RAIL SAFETY WEEK.PDF](#)

13. Corrected Subordination Agreement

Documents:

[CORRECTED SUBORDINATION AGREEMENT.PDF](#)

14. Appointment To Fill Jackson Township Trustee Vacancy

15. Discussion On Employee Handbook Revision With Possible Action

Documents:

[HANDBOOK AMENDMENT.PDF](#)

16. Approval Of Extra Working Hours For Temporary Sanitarian

Documents:

[TILKES EMAIL.PDF](#)
[28D AGREEMENT.PDF](#)

17. Change Of Status – Conservation

Documents:

[CHANGE OF STATUS - CONSERVATION.PDF](#)

18. Change Of Status – Sheriff's Office

Documents:

[CHANGES OF STATUS - SHERIFFS OFFICE - NEW.PDF](#)

19. Other Business

20. Adjournment/Recess

21. 9:30 A.M. Drainage
Courthouse Large Conference Room

22. 10:30 A.M. Closed Session Pursuant To Iowa Code Sections 21.5(1)(A), 22.7(3) And
22.7(8) To Discuss Economic Development Projects
Courthouse Large Conference Room

23. 11:00 A.M. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) To Discuss

Pending Litigation
Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – AUGUST 4, 2021
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order. Also present were Supervisor Lance Granzow; and Michael Pearce, Thomas Craighton, Machel Eichmeier, Breanne Butler, Lori Kadner, and Angela Silvey. Attending via Zoom: Connie Mesch, Becca Junker, Pauline Lloyd, Matt Rezac, Lisa Lawler, Taylor Roll, Curt Groen, Julie Duhn, Allison Munro, Rocky Reents, Abby Flatness, Cheryl Lawrence, and Laura Cunningham. Supervisor Reneé McClellan was absent.

The Pledge of Allegiance was recited.

Granzow moved, Hoffman seconded to approve the agenda as posted. Motion carried.

Granzow moved, Hoffman seconded to approve the minutes of July 28, 2021. Motion carried.

Granzow moved, Hoffman seconded to approve the August 4, 2021 claims for payment. Motion carried.

Utility Permits:

Granzow moved, Hoffman seconded to approve Hardin County Utility Permit Applications UT-21-013, submitted by Heart of Iowa Communications Cooperative, and UT-21-014, submitted by Iowa Regional Utilities Association. Motion carried.

Secondary Roads:

County Engineer Taylor Roll reported that while the work outlined by Utility Permit UT-21-013 is underway a detour route will be needed.

Public Comments:

Questions and comments were received from Julie Duhn and Pauline Lloyd.

Granzow moved, Hoffman seconded to approve the Auditor's Monthly Report for July 2021. Motion carried.

Granzow moved, Hoffman seconded to approve the Recorder's Monthly Report for July 2021. Motion carried.

Granzow moved, Hoffman seconded to approve the Sheriff's Monthly Report for July 2021. Motion carried.

Granzow moved, Hoffman seconded to approve the resignation of Denise Smith as full-time Drainage Clerk, effective 08/10/2021. Smith will continue in the position on temporary/part-time basis, at a rate of \$18.36/hour, while training her replacement. Motion carried.

Granzow moved, Hoffman seconded to approve the promotion of Connie Mesch to Assessor, at \$74,250/year, effective 07/28/2021. Motion carried.

Granzow moved, Hoffman seconded to approve the promotion of Tifani Eisentrager to Assistant to the Assessor, at a rate of \$25.75/hour, effective 07/28/2021. Motion carried.

Granzow moved, Hoffman seconded to approve the hiring of Denise Smith, Assessor's Clerk, at a rate of \$20.00/hour, effective 08/09/2021. Motion carried.

Other Business:

Treasurer Machel Eichmeier advised that property tax statements will be delayed due to late-received data and software issues, but September 30, 2021 remains the tax payment deadline.

Granzow moved, Hoffman seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

Chat Log from 8/4/2021

09:04:12 From Julie Duhn to Everyone:

I see that BJ wanted me muted. Not surprised.

09:06:04 From Rocky Reents to Everyone:

641-939-8444 give me a call and I'll add you to my email list. It goes out every Friday as I stated last week.

09:07:17 From Curt Groen to Everyone:

I've never had a problem finding anything on the County web site.

09:09:52 From Lisa Lawler to Everyone:

Please tell me where current County Economic Development activities are located on the county website, Curt.

09:11:35 From Matt Rezab to Everyone:

When are they normally sent to property owners?



Hardin County

Vendor Publication Report

Payment Date Range: 08/18/2021 - 08/18/2021

Vendor Name	Vendor Number	Total Payments
Ackley Publishing Co. Inc	1387V	46.50
AgSource Laboratories	6022V	101.00
AgVantage FS	690V	37,496.82
Ahlers & Cooney-P.C.	61244V	1,798.56
Airgas North Central	633V	421.68
Alliant Energy	4253V	15,953.01
Anderson Tree Service/Levi Anderson	100831	630.00
Angela De La Riva	100411	240.30
Barnhart Electric Inc	1528V	127.67
Bauer Built Tire, Inc	1609V	14,555.16
Below Farm & Auto Restoration	2880V	1,014.17
Black Hills Energy	4450V	38.30
Bruce A Dieken	87E	106.99
BTX Iowa, Inc	100276	250.00
C.J. Cooper & Assoc Inc.	62770V	10.00
Campbell Supply Co	620V	816.19
Casey's General Store-IFalls	100007	40.00
Cintas Corporation-Cincinnati	1545V	200.47
Cintas-Chicago	2475V	389.24
City of Alden	512V	29.67
Concrete Inc	3067V	631.25
Cooley Pumping LLC	61963V	660.00
Corporate Translation Services Inc dba Language Link	100375	4.96
CrawDaddy Outdoors	100916	1,168.00
Crosser Electric Inc.	5060V	594.26
Culligan	857V	461.10
Dale Howard	855V	1,869.11
Donnlee Jackson	2895V	260.00
Eldora Family Dentistry LLC	1108V	300.00
Eldora Hardware	2647V	104.63
ElectionSource	2425V	450.00
Elizabeth O'Loughlin	100915	200.00
Emergency Serv Markerting Corp, Inc.	2451V	7,730.00
ESRI Inc	62393V	7,300.00
Fareway Food Stores-Eldora	4728V	156.10
Fast Lane Motor Parts LLC	100189	230.70
Fastenal	2247V	260.76
Franklin Rural Elec Co-Op	1128V	30.00
Gary McEwen	222V	260.00
GATR Truck Center	100679	133.59
GECRB/AMAZON	2403V	139.84
Gehrke Quarries, Inc.	145V	5,002.30
GovConnection, Inc	62803V	6,959.10
Greenbelt Home Care	61807V	986.95
Grundy County Sheriff	1025V	36.50
Hardin Co Tire & Service Inc	4240V	69.95
Hawkeye West Pest Control	2637V	60.00
Hazardous Waste Experts	2819V	141.00
Heart of Iowa	6335V	2,806.54
Heartland Asphalt, Inc.	63446V	103,646.60
Innovative Ag Services Hubbard	868V	1,184.61
Iowa Co. Recorders Association	100869	100.00
Iowa Department of Natural Resources	100262	50.00
Iowa Emergency Vehicle Installs	100471	3,669.88
Iowa Falls Senior Citizen Ctr	62284V	3,500.00

Vendor Publication Report

Payment Date Range: 08/18/2021 - 08/18/2021

Vendor Name	Vendor Number	Total Payments
Iowa Outdoors	2802V	15.00
Iowa's County Conservation System	100900	754.00
Iron Mountain	63471V	91.63
ISU Americorps 4H Program	100222	3,600.00
Jackie Thompson Schaffner	100242	218.00
Jamie Geisler	100727	253.80
JB Distributing Co., Inc	61724V	827.92
Justin Goedken	100918	50.00
Kit Paper	100328	40.00
LaVelle Lawn Care LLC	63690V	2,130.00
Linn Adams	9245E	40.00
M & G Tire Service	2615V	259.50
Martin Marietta Aggregate	4141V	3,942.38
Mary E Jaspers	100912	200.00
Medicap Pharmacy #8095	5729V	1,042.13
Mend Correctional Care PLLC	2724V	10,838.39
MidAmerica GIS Consortium	100013	34.07
Mid-America Publishing Corp	62056V	358.55
Moler Sanitation	100385	29.50
Murphy Tractor & Equipment Co., Inc	2286V	736.21
NAPA Auto Parts	4290V	55.37
Napa Auto Parts Ackley	869V	131.70
NAPA Auto Parts Eldora	617V	1,575.17
New Providence Hardware	640V	20.48
O'Reilly Auto Parts Inc	62373V	18.43
Orkin, 538-Waterloo	100827	60.00
Peterson Contractors Inc	2337V	204,759.64
Petroblend Corp.	1219V	6,357.85
Public Employee Health Fund	1782V	782.94
Quaker Security LLC	100507	2,550.00
Quality Automotive Inc	61237V	88.11
R Comm LLC	63277V	410.00
Radcliffe Telephone Co	4207V	313.57
Sadler Power Train Inc	5067V	4.33
Schumacher Elevator Co.	2130V	524.92
Scott's Sales Co	1214V	333.00
Shield Pest Control LLC	63086V	120.00
State Hygienic Laboratory	100039	20.50
Storey Kenworthy	61798V	793.50
Summit Food Service LLC	2332V	8,895.61
Susan Seedorff-Keninger	100212	206.41
Terry's Cemetery Restoration & Repair	100582	2,220.00
The Sidwell Company	2584V	6,745.84
Theisens	6220V	249.22
Thomas Murphey-Park Host	100870	200.00
Thomson Reuters West Publishing Corporation	610V	62.47
Times Citizen	538V	1,138.60
TJarks Plumbing, Heating & Air Conditioning, Inc.	100889	124.50
Tyler Technologies Inc	2879V	100.00
US Bank Equipment Finance	954V	1,349.08
Van Wall Equipment, Inc.	2924V	346.39
Veridian Credit Union	63561V	673.33
Verizon Connect	100836	469.70
Verlyn Mensing	100703	560.00
Wet Pet Outlet	62545V	48.98
Windstream	84V	327.50
Woodley Funeral Services LLC	2557V	1,300.00
Yulisa Garibay	100887	400.00
Z & Z Glass	62420V	1,455.00
Ziegler Incorporated	1463V	1,255.36
Grand Total:	497,932.04	

HARDIN COUNTY BRIDGE REPLACEMENT - CCS

BRS-SWAP-CO42(108)--FF-42

LETTING DATE **NOVEMBER 16, 2021**

SECTION 404 PERMIT AND CONDITIONS

CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NO. 14, PERMIT NO. CEAW/RD-2020-1773 A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (<http://www.enrpermits.iowadot.gov/>). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

AN IOWA DNR FLOODPLAIN CONSTRUCTION PERMIT IS NOT REQUIRED FOR THIS PROJECT.

UTILITY	CONTACT	PHONE #
FIBER OPTIC	HEART OF IOWA TELECOMMUNICATIONS - JAY DUNCAN	641-486-2211
OVERHEAD ELECTRIC	ALLIANT ENERGY - CHAD RALSTON	641-648-7501

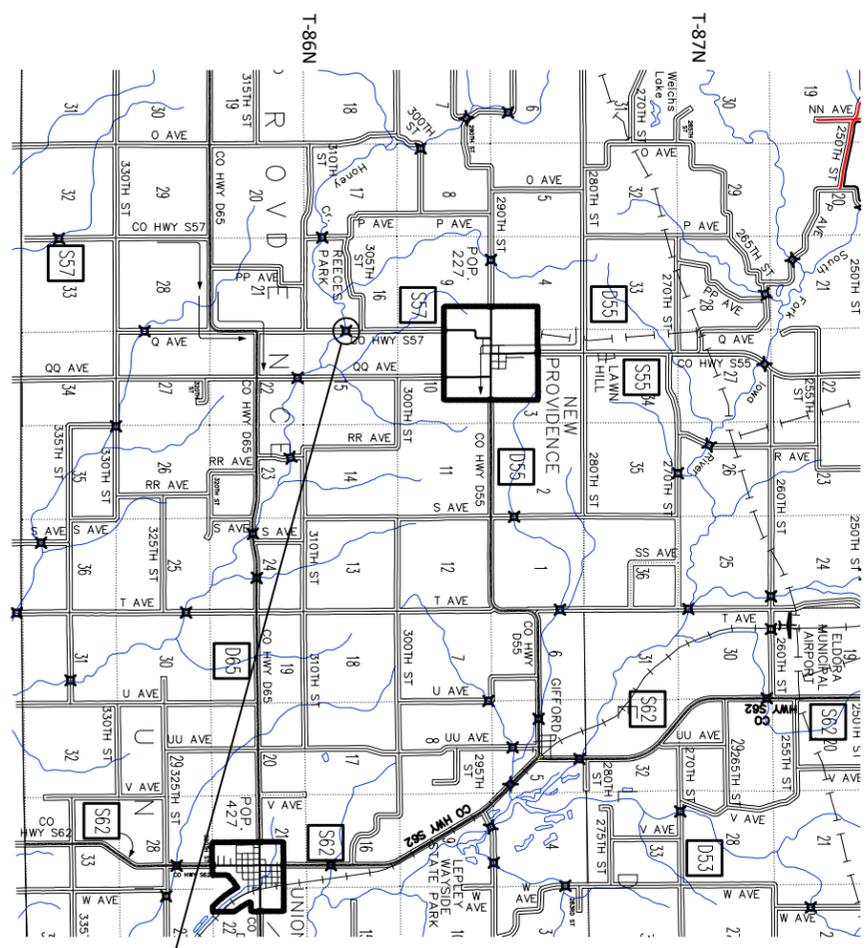
IOWA DEPARTMENT OF TRANSPORTATION

HIGHWAY DIVISION
PLANS OF PROPOSED IMPROVEMENT ON THE
**FARM TO MARKET SYSTEM
HARDIN COUNTY
BRIDGE REPLACEMENT-CCS**
ON S57, OVER HONEY CREEK, FROM 305th St. SOUTH 0.2
MILES, IN SECTION 15-T86-R20

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

PROJECT TRAFFIC CONTROL PLAN

THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED. ALL BARRICADES, SIGNS, AND SAFETY CLOSURES SHALL BE FURNISHED, PLACED, AND MAINTAINED BY THE CONTRACTOR. TRAFFIC WILL BE MAINTAINED ON A DETOUR ROUTE. HARDIN COUNTY WILL PROVIDE: MAINTAIN, AND REMOVE DETOUR ROUTE.
TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.



DRAWING APPROVAL
ALL SHOP DRAWINGS AND PAVEMENT DRAWINGS THAT REQUIRE APPROVAL SHALL BE SUBMITTED TO AND SIGNED BY A LICENSED ENGINEER. THE APPROVED DRAWINGS SHALL THEN BE SUBMITTED TO HARDIN COUNTY ENGINEERS OFFICE FOR REVIEW AND APPROVAL.
ADDRESS: 708 16TH ST.
ELDORA, IA 50627
TELEPHONE: 641 898 5098
FAX: 641 898 3182
THESE DRAWINGS SHALL NOT BE SENT TO IOWA D.O.T. OFFICE OF BRIDGES AND STRUCTURES.

STA 50+31
PROPOSED 130'-0" x 30'-6"
CONTINUOUS CONCRETE
SLAB BRIDGE
FHWA# 175790



Chairperson	BJ Hoffman
	Lance Granzow
	Renee McClellan
Approved Board of Supervisors	



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.
Signature: TAYLOR CASEY ROLL Date: _____
Printed or Typed Name: TAYLOR CASEY ROLL
My license renewal date is: December 31, 2021
Pages or sheets covered by this seal: Sheets 1 thru 9

TOTAL SHEETS - 9
PROJECT NUMBER: BRS-SWAP-CO42(108)--FF-42

INDEX OF SHEETS

NO.	DESCRIPTION
1	TITLE SHEET
2	ESTIMATE OF QUANTITIES AND REFERENCE NOTES
3	SITUATION PLAN AND LONGITUDINAL SECTION
4	PROFILE
5-6	SOUNDING DATA
7-8	TABLATIONS
9	SUPERSTRUCTURE DETAILS

MILEAGE SUMMARY

DIV.	LOCATION	LIN.FT.	MILES
	STA 48+91 - 51+71	280	0.053
	BRIDGE AT STA. 50+31		
	TOTAL PROJECT		0.053

STANDARD ROAD PLANS

THE FOLLOWING STANDARD PLANS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT.

IDENTIFICATION	DATE	IDENTIFICATION	DATE
BA-200	04-20-21	EW-301	SI-173
BA-202	10-20-15	EW-401	SI-211
BA-221	04-18-17	LS-635	TC-252
BA-225	10-19-21	PM-110	04-21-20
BR-101	04-21-15	PV-101	04-21-20
BR-105	04-21-15	SI-172	04-19-16

BRIDGE STANDARDS

THE FOLLOWING BRIDGE STANDARDS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT.

STANDARD	DATE ISSUED	LATEST REVISION	STANDARD	DATE ISSUED	LATEST REVISION
J30-01-06	NOVEMBER, 2006	09-2020	J30-34-06	NOVEMBER, 2006	09-2020
J30-01A-06	NOVEMBER, 2006	09-2020	J30-39-06	NOVEMBER, 2006	09-2020
J30-14E-06	NOVEMBER, 2006	09-2020	J30-43-06	NOVEMBER, 2006	09-2020
J30-15E-06	NOVEMBER, 2006	09-2020	J30-44-06	NOVEMBER, 2006	09-2020
J30-20-06	NOVEMBER, 2006	09-2020	J30-45-06	NOVEMBER, 2006	09-2020
J30-21-06	NOVEMBER, 2006	09-2020	J30-47-06	DECEMBER, 2008	09-2020
J30-23-06	NOVEMBER, 2006	09-2020	P10L		07-2019
J30-24-06	NOVEMBER, 2006	09-2020			

FHWA NO. 175790

2017 AADT 430 V.P.D.

HARDIN COUNTY

PROJECT NUMBER: BRS-SWAP-CO42(108)--FF-42

SHEET 1 OF 9

ESTIMATED QUANTITIES

ITEM NO.	ITEM CODE	ITEM	UNIT	2 ABUTS.	2 PIERS	SUPER	TOTAL	AS BUILT
1	2101-0865001	CLEARING AND GRUBBING	ACRE				0.3	
2	2101-0865002	CLEARING AND GRUBBING	UNIT				41.5	
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY				682.0	
4	2104-2710020	EXCAVATION, CL 10, CHANNEL	CY				350.0	
5	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON				70.0	
6	2123-7450020	SHOULDER FINISHING, EARTH	STA				3.0	
7	2301-06900210	BRIDGE APPROACH, TWO LANE	SY				412.2	
8	2401-6745625	REMOVAL OF EXISTING BRIDGE	LS				1.00	
9	2402-2720000	EXCAVATION, CL 20	CY				120	
10	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	22.2		307.9	330.1	
11	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	3162		76,077	79,239	
12	2414-6424124	CONCRETE OPEN RAIL, TL-4	LF				282.0	
13	2501-0201042	PILE STEEL, HP 10X42	LF	6 @ 55' 6 @ 60'	24 @ 75' 12 @ 19'0"		2490	
14	2501-5478042	CONCRETE ENCASUREMENT STEEL H PILE, HP 10X42 (P10L TYPE 3)	LF		12 @ 19'0" 12 @ 20.7'		476.4	
15	2505-4008120	REMOVAL OF STEEL BEAM GUARDRAIL	LF				238.0	
16	2505-4008420	STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-221	EACH				4	
17	2505-4021010	STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	EACH				4	
18	2505-4021722	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-225	EACH				4	
19	2507-3250005	ENGINEERING FABRIC	SY				817	
20	2507-6800061	REVEMENT, CLASS E	TON				578	
21	2510-6745650	REMOVAL OF PAVEMENT	SY				373.8	
22	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA				9.10	
23	2528-2518000	SAFETY CLOSURE	EACH				2	
24	2528-8445110	TRAFFIC CONTROL	LS				1.00	
25	2533-4980005	MOBILIZATION	LS				1.00	

GENERAL NOTES

ACCESS SHALL BE MAINTAINED TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION SURVEY. THE CONTRACTOR IS RESPONSIBLE FOR CONDUCTING AN INDEPENDENT CHECK OF ALL CONSTRUCTION STAKES PLACED FOR THE PROJECT. THIS INDEPENDENT CHECK SHALL BE SUFFICIENT TO UNDERSTAND THE PLACEMENT AND INTENT OF THE STAKES.

EROSION CONTROL, RURAL GRASS SEEDING, FERTILIZING, AND MULCHING SHALL BE DONE BY HARDIN COUNTY IRWM DEPARTMENT.

THE CONTRACTOR IS ENCOURAGED TO TAKE FULL ADVANTAGE OF SPECIFICATION 1105.14 - VALUE ENGINEERING INCENTIVE PROPOSAL.

COUNTY BRIDGE STANDARDS ARE AVAILABLE FROM THE IOWA DEPARTMENT OF TRANSPORTATION AT www.iowadot.gov/bridge/countybrgsd.htm.

STANDARD ROAD PLAN EW-401 IS LISTED IN TABULATION 105-4; HOWEVER, IT IS INCLUDED FOR INFORMATIONAL PURPOSES ONLY SINCE IT IS AN OPTION. NO QUANTITIES ASSOCIATED WITH CONSTRUCTION EW-401 ARE INCLUDED IN ANY BID ITEMS.

PILE NOTES

THIS PROJECT USES THE LOAD AND RESISTANCE FACTOR DESIGN (LRFD) METHODOLOGY FOR DETERMINING CONTRACT PILE LENGTH AND NOMINAL AXIAL BEARING RESISTANCE. NOMINAL AXIAL BEARING RESISTANCES WILL BE LARGER THAN BEARING VALUES IN THE PAST, BUT CONSTRUCTION CONTROL BLOW COUNTS WILL BE APPROXIMATELY THE SAME. A WEAR ANALYSIS AND BEARING GRAPH WILL BE PROVIDED BY THE COUNTY THAT GIVES THE RELATIONSHIP BETWEEN REQUIRED NOMINAL AXIAL BEARING RESISTANCE AND BLOW COUNT. FOR THE CONTRACTOR'S BIDDING PURPOSES, PARTICULARLY FOR THE SIZING OF THE PILE DRIVING HAMMER, THE APPROXIMATE PREVIOUS DESIGN METHODOLOGY BEARING VALUES AT END OF DRIVE (EOD) ARE GIVEN BELOW. THESE VALUES SHALL NOT BE USED FOR CONSTRUCTION CONTROL AND ARE GIVEN ONLY FOR COMPARATIVE PURPOSES.

THE PREVIOUS DESIGN BEARING FOR THE ABUTMENTS WOULD HAVE BEEN ABOUT 34 TONS. THE PREVIOUS BEARING FOR THE PIER PILES WOULD HAVE BEEN ABOUT 32 TONS.

THE CONTRACT LENGTH OF 60 FEET FOR THE NORTH ABUTMENT PILES IS BASED ON A COHESIVE SOIL CLASSIFICATION, A TOTAL FACTORED AXIAL LOAD OF PER PILE (PU) OF 96 KIPS, AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.65 FOR SOIL AND 0 FOR ROCK END BEARING. THE NOMINAL AXIAL BEARING RESISTANCE FOR CONSTRUCTION CONTROL WAS DETERMINED FROM A COHESIVE SOIL CLASSIFICATION AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.76. PILES ARE ASSUMED TO BE DRIVEN FROM A START ELEVATION AT THE BOTTOM OF FOOTING. THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE FOR THE NORTH ABUTMENT PILES IS 62 TONS AT END OF DRIVE. IF RETAPS ARE NECESSARY TO ACHIEVE BEARING, THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE IS 73 TONS AT ONE-DAY OR LATER RETAPS. THE PILE CONTRACT LENGTH SHALL BE DRIVEN AS PER PLAN UNLESS PILES REACH REFUSAL. CONSTRUCTION CONTROL REQUIRES A WEAR ANALYSIS WITH BEARING GRAPH.

THE CONTRACT LENGTH OF 55 FEET FOR THE SOUTH ABUTMENT PILES IS BASED ON A COHESIVE SOIL CLASSIFICATION, A TOTAL FACTORED AXIAL LOAD PER PILE (PU) OF 96 KIPS, AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.66 FOR SOIL AND 0 FOR ROCK END BEARING. THE NOMINAL AXIAL BEARING RESISTANCE FOR CONSTRUCTION CONTROL WAS DETERMINED FROM A COHESIVE SOIL CLASSIFICATION AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.76. PILES ARE ASSUMED TO BE DRIVEN FROM A START ELEVATION AT THE BOTTOM OF FOOTING. THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE FOR SOUTH ABUTMENT PILES IS 62 TONS AT END OF DRIVE. IF RETAPS ARE NECESSARY TO ACHIEVE BEARING, THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE IS 73 TONS AT ONE-DAY OR LATER RETAPS. THE PILE CONTRACT LENGTH SHALL BE DRIVEN AS PER PLAN UNLESS PILES REACH REFUSAL. CONSTRUCTION CONTROL REQUIRES A WEAR ANALYSIS WITH BEARING GRAPH.

THE CONTRACT LENGTH OF 75 FEET FOR THE PIER PILES IS BASED ON A COHESIVE SOIL CLASSIFICATION, A TOTAL FACTORED AXIAL LOAD PER PILE (PU) OF 96 KIPS, AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.65 FOR SOIL AND 0 FOR ROCK END BEARING. THE NOMINAL AXIAL BEARING RESISTANCE FOR CONSTRUCTION CONTROL WAS DETERMINED FROM A COHESIVE SOIL CLASSIFICATION AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.76. PILES ARE ASSUMED TO BE DRIVEN FROM A START ELEVATION AT THE BOTTOM OF FOOTING. THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE FOR THE PIER PILES IS 62 TONS AT END OF DRIVE. IF RETAPS ARE NECESSARY TO ACHIEVE BEARING, THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE IS 73 TONS AT ONE-DAY OR LATER RETAPS. THE PILE CONTRACT LENGTH SHALL BE DRIVEN AS PER PLAN UNLESS PILES REACH REFUSAL. CONSTRUCTION CONTROL REQUIRES A WEAR ANALYSIS WITH BEARING GRAPH.

ESTIMATE REFERENCE INFORMATION

- 1 QUANTITY INCLUDES BRUSH CLEARING WITHIN TEMPORARY CONSTRUCTION EASEMENT LIMITS AT NE AND NW CORNERS OF BRIDGE. SEE TABULATION 110-17 ON SHEET 8. CONTRACTOR SHALL BURN OR REMOVE BRUSH FROM THE SITE. COUNTY FORCES WILL CUT TREES AT SW CORNER OF BRIDGE AND REMOVE FROM SITE PRIOR TO CONSTRUCTION.
- 2 QUANTITY INCLUDES THE REMOVAL OF BARBED WIRE FENCE. SEE TABULATION 110-17 ON SHEET 8.
- 3 INCLUDES MATERIAL FOR BRIDGE APPROACHES, ABUTMENT BERMS, AND GUARDRAIL BLISTERS, TYPE "A" COMPACTION WILL BE REQUIRED. FILL QUANTITY INCLUDES AN ADDITIONAL 35% FOR SHRINKAGE. SEE TABULATION ON SHEET 8 FOR BREAKDOWN OF EXCAVATION QUANTITIES.
- 4 INCLUDES THE COST TO CLEAR THE CHANNEL TO THE SHAPE, DEPTH AND EXTENT SHOWN ON THE SITUATION PLAN. SUITABLE CHANNEL EXCAVATION MATERIAL MAY BE USED FOR CONSTRUCTION OF ABUTMENT BERM AND SLOPES. UNSUITABLE OR EXCESS MATERIAL MAY BE WASTED ON SITE AS DIRECTED BY THE ENGINEER. IT IS ANTICIPATED THAT NO ADDITIONAL FILL WILL BE REQUIRED ON THIS PROJECT. SEE TABULATION ON SHEET 8 FOR BREAKDOWN OF EXCAVATION QUANTITIES.
- 5 GRANULAR SHOULDER MATERIAL SHALL BE PLACED AT A THICKNESS OF 6 INCHES.
- 6 INCLUDES ALL WORK NECESSARY TO CONSTRUCT AND SHAPE SHOULDER AREAS.
- 7 REINFORCED SECTION SHALL BE DONE IN TWO POURS PER LANE. SEE BR-105 NOTE 3 FOR DETAILS. SEE TABULATION ON SHEET 9. CERTIFIED PLANT INSPECTION IS REQUIRED.
- 8 THE EXISTING BRIDGE AT STATION 50+28 IS A 125' x 24' CONCRETE SLAB BRIDGE BUILT IN 1960. THE STRUCTURE HAS A CONCRETE DECK AND ABUTMENTS WITH TIMBER PILING AND CONCRETE PIER PILING. ALL SALVAGEABLE AND UNSALVAGEABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM SITE BY THE CONTRACTOR. THE EXISTING STRUCTURE SHALL BE REMOVED TO AN ELEVATION AT LEAST 1' BELOW FINISHED GROUND LINE AND TO THE EXTENT THAT IT WILL NOT INTERFERE WITH THE NEW CONSTRUCTION. BROKEN CONCRETE FROM THE DECK WITH SIMILAR GRADATION TO CLASS E REVEMENT MAY BE PLACED ON THE BANKS AS DIRECTED BY THE ENGINEER. ALL REINFORCING SHALL BE CUT OFF FLUSH WITH THE CONCRETE. ALTERNATELY, THE CONTRACTOR MAY DISPOSE OF THE BROKEN CONCRETE OFF SITE AT A LOCATION PROVIDED BY THE CONTRACTOR.
- 9 UNSUITABLE OR EXCESS MATERIAL MAY BE WASTED ON SITE AS DIRECTED BY THE ENGINEER. QUANTITY BASED ON ASSUMPTION THAT CHANNEL EXCAVATION AND BERM CONSTRUCTION HAVE BEEN COMPLETED. SEE TABULATION ON SHEET 8 FOR BREAKDOWN OF EXCAVATION QUANTITIES.
- 10 ALL STRUCTURAL CONCRETE FOR THE BRIDGE DECK SHALL BE CLASS "C". SUBSTITUTION OF CLASS "D" CONCRETE IS NOT ALLOWED. INCLUDES COST OF FURNISHING AND PLACING SUBDRAN (INCLUDING EXCAVATION) FLOODABLE BACKFILL, POROUS BACKFILL, SUBDRAN OUTLET, AND GEOTEXTILE FABRIC AT ABUTMENTS. WATER REQUIRED FOR FLOODING WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR HEATING AND PROTECTION OF CONCRETE. IF NECESSARY, THE DECK SHALL BE TINED AND SPRAYED WITH WHITE PIGMENTED CURING COMPOUND IMMEDIATELY AFTER FINISHING OPERATIONS ARE COMPLETED AND BURLAP PLACED WITHIN 30 MINUTES AFTER THE DECK HAS BEEN TINED AND SPRAYED. WATER SHALL BE APPLIED TO THE BURLAP COVERING FOR A PERIOD OF 4 CALENDAR DAYS. CERTIFIED PLANT INSPECTION IS REQUIRED. BRIDGE DECK SMOOTHNESS DOES NOT APPLY TO THIS PROJECT.
- 11 ALL REINFORCING STEEL SHALL BE GRADE 60.
- 12 ALL STRUCTURAL CONCRETE FOR THE RAIL SHALL BE CLASS "C". SUBSTITUTION OF CLASS "D" CONCRETE IS NOT ALLOWED. CERTIFIED PLANT INSPECTION IS REQUIRED. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR HEATING AND PROTECTION OF CONCRETE. IF NECESSARY.
- 13 ALL PILING SHALL BE DRIVEN TO FULL PENETRATION IF PRACTICABLE. SEE LONGITUDINAL SECTION ALONG 4 ROADWAY SHEET 3 AND PILE NOTES THIS SHEET FOR MORE INFORMATION.
- 14 THE UNIT PRICE BID FOR ENCASUREMENT SHALL BE FULL PAYMENT FOR FURNISHING AND PLACING MATERIAL AND, WHERE NECESSARY, EXCAVATION. SEE STANDARD P10L FOR DETAILS. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR HEATING AND PROTECTION OF CONCRETE. IF NECESSARY, CERTIFIED PLANT INSPECTION IS REQUIRED.
- 15 SEE TABULATION ON SHEET 8. ALL SALVAGEABLE AND UNSALVAGEABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
- 16-18 SEE TABULATION ON SHEET 7.
- 19 ENGINEERING FABRIC TO BE PLACED UNDER ALL CLASS E REVEMENT.
- 20 REVEMENT IS TO BE PLACED AT A THICKNESS OF 1'-6". SEE SITUATION PLAN, SHEET 3 FOR LIMITS.
- 21 SEE TABULATION ON SHEET 7. EXISTING PAVEMENT CONSISTS OF APPROXIMATELY 9 INCHES OF HMA. SAW CUTS ARE TO BE MADE AT THE STATION INDICATED OR AT THE NEAREST TRANSVERSE PAVEMENT JOINT, AS DIRECTED BY THE ENGINEER.
- 22 SEE TABULATION ON SHEET 7. THE LOCATION OF "NO PASSING" ZONE LINES SHALL BE LOCATED IN THE FIELD.
- 23 SEE TABULATION ON SHEET 8 AND STANDARD ROAD PLAN TC-252.
- 24 THE ROAD WILL BE CLOSED TO TRAFFIC. SEE SHEET 1 FOR TRAFFIC CONTROL PLAN.

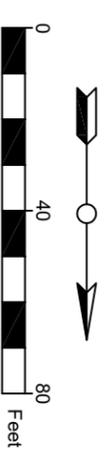
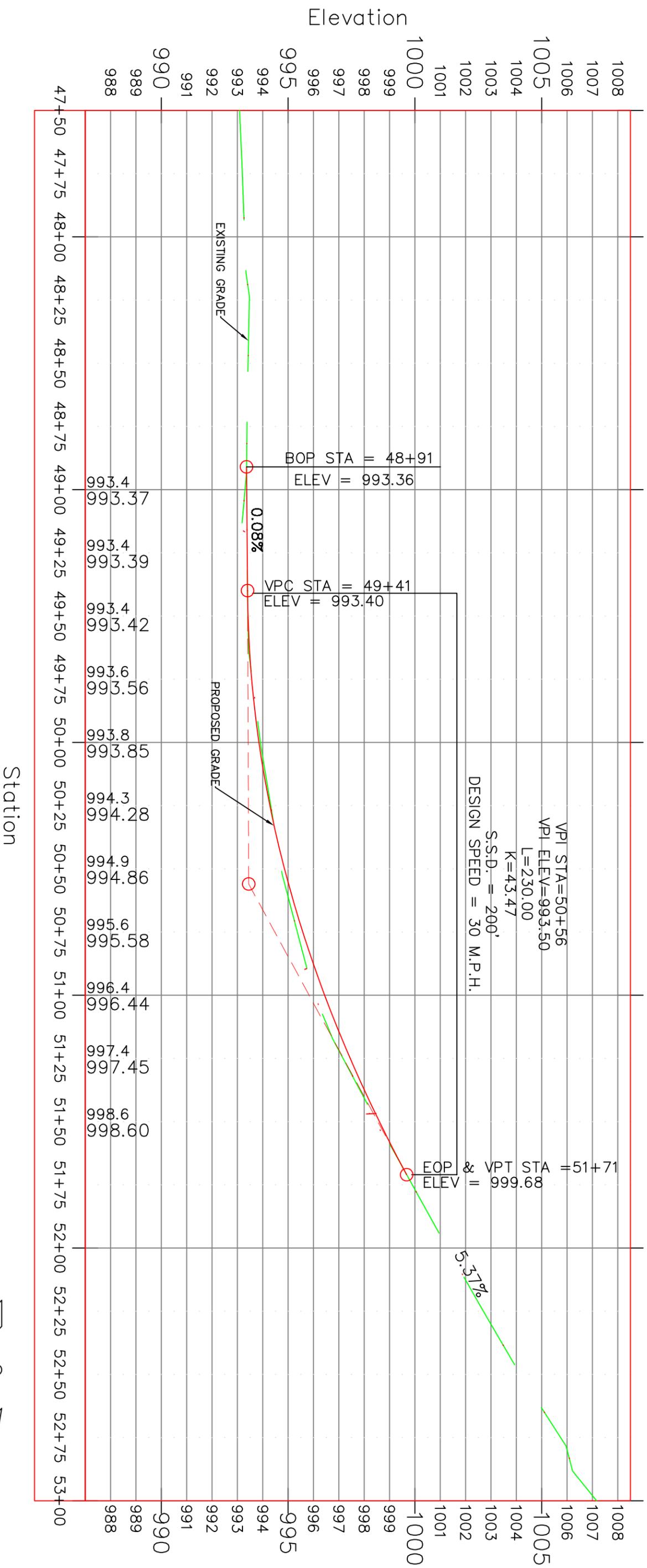
**130'-0" x 30'-6" CONTINUOUS CONCRETE
SLAB BRIDGE**

INTEGRAL ABUTMENTS MONOLITHIC P10L PIERS
STA 50+31 0° SKEW

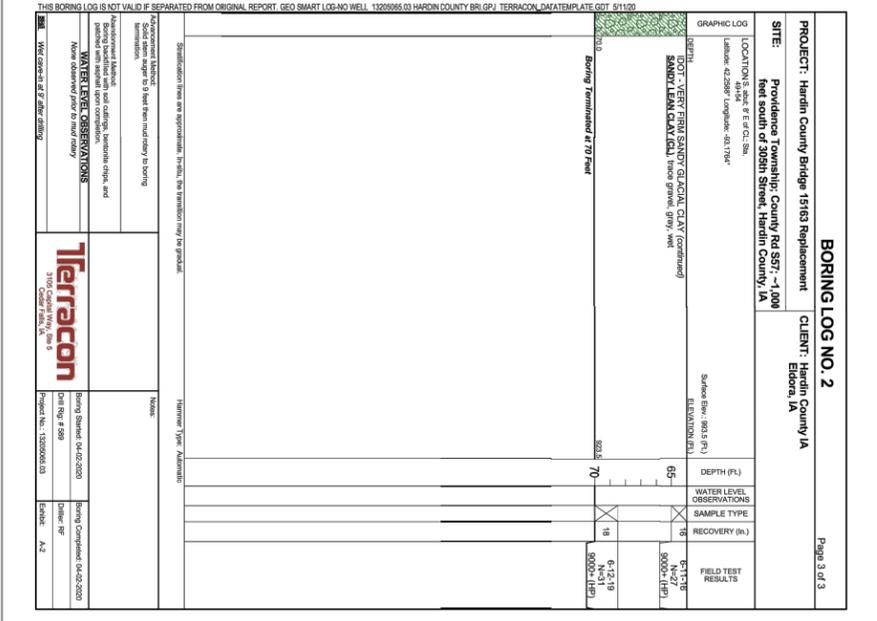
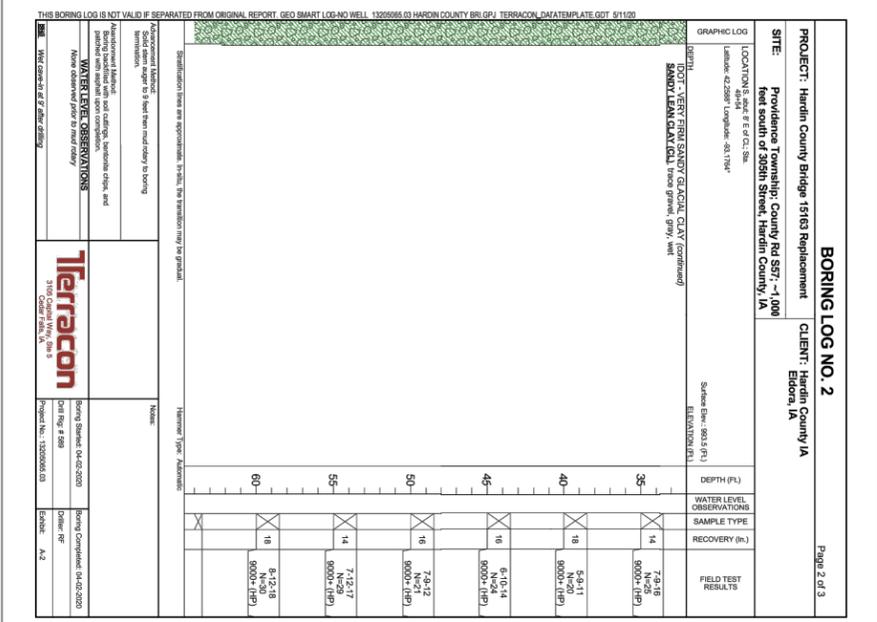
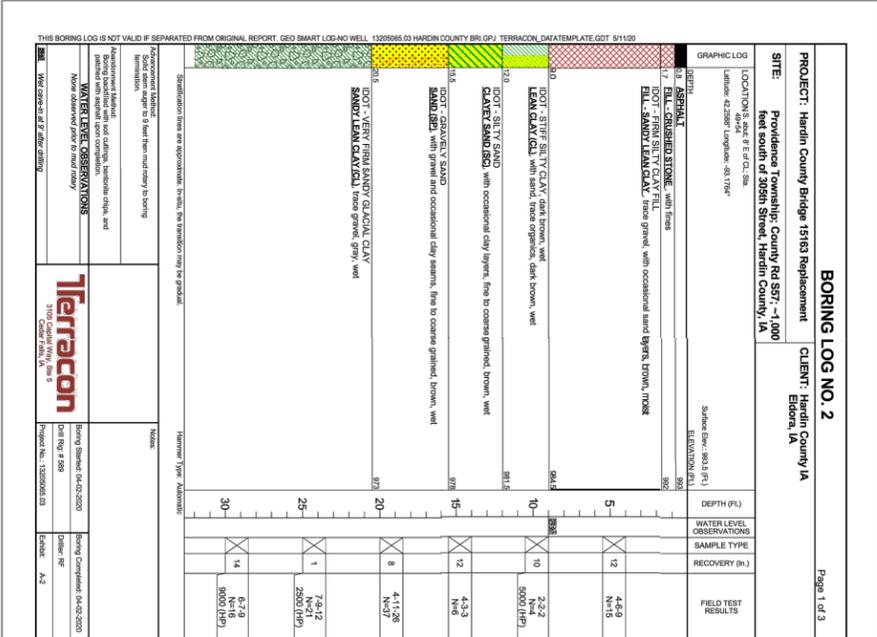
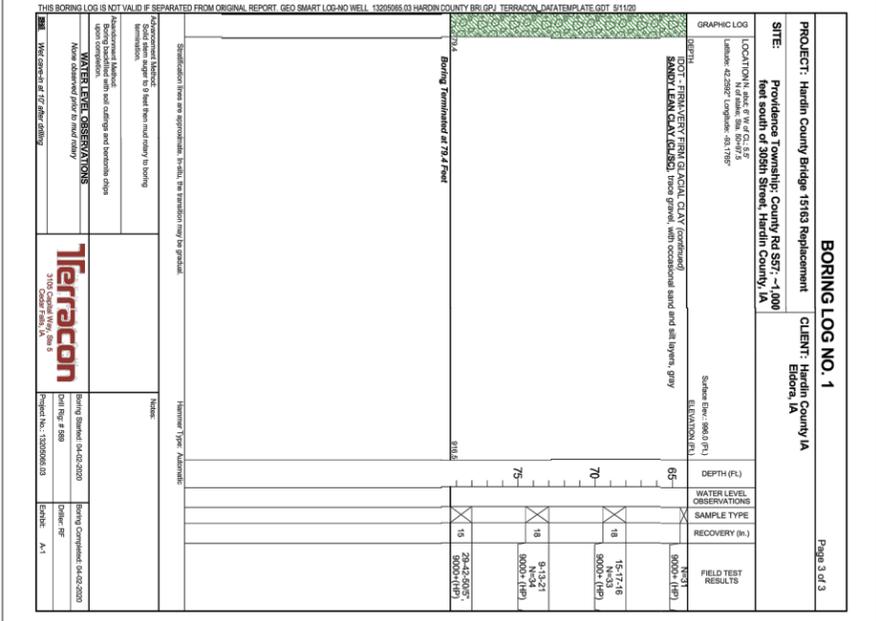
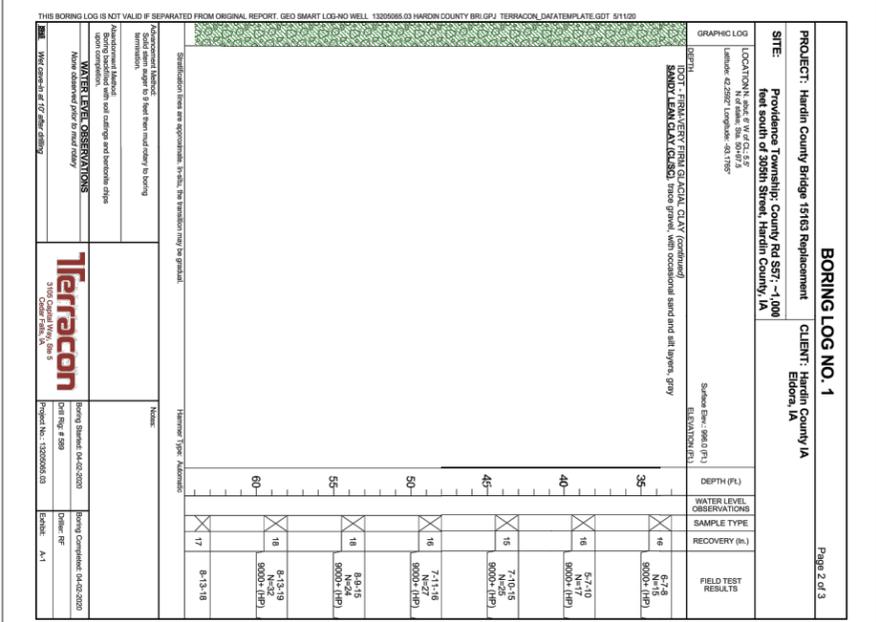
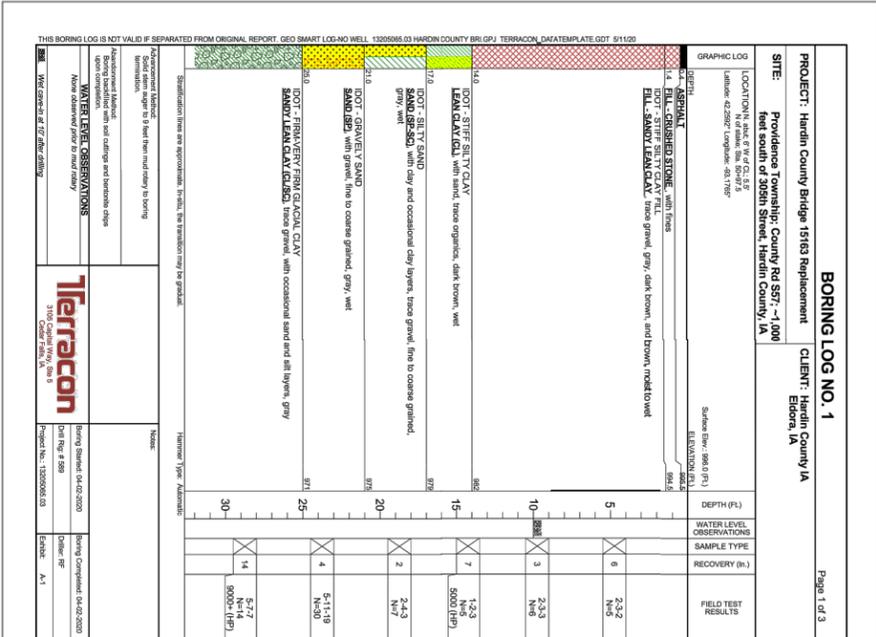
HARDIN COUNTY IOWA

ESTIMATED QUANTITIES, ESTIMATE REFERENCE INFORMATION,
AND GENERAL NOTES

Profile View of County Highway S57



130'-0" x 30'-6" CONTINUOUS CONCRETE
 SLAB BRIDGE
 INTEGRAL ABUTMENTS MONOLITHIC P-IOL PIERS
 STA 50+31
 0° SKEW
HARDIN COUNTY IOWA
 PROFILE



HARDIN COUNTY

PROJECT NUMBER: BRS-SWAP-CO42(108)-FF-42

130'-0" x 30'-6" CONTINUOUS CONCRETE
SLAB BRIDGE
INTEGRAL ABUTMENTS
STA 50+31
MONOLITHIC P-101 PIERS
0° SKEW
HARDIN COUNTY IOWA
SOUNDING DATA

SHEET 5 OF 9

BORING LOG NO. 3

Page 1 of 3

PROJECT: Hardin County Bridge 15163 Replacement		CLIENT: Hardin County IA Eldora, IA	
SITE: Providence Township: County Rd S57: -1,000 feet south of 305th Street, Hardin County, IA			
GRAPHIC LOG LOCATION: Bridge deck, T E of CL: Station: 50+28.5 Latitude: 42.259° Longitude: -83.1794° Surface Elev.: 994.0 (Ft.) ELEVATION (ft.)		DEPTH (Ft.) WATER LEVEL OBSERVATIONS SAMPLE TYPE RECOVERY (In.) FIELD TEST RESULTS	
DEPTH: 1, 3 GRAPHIC LOG: CONCRETE (bridge deck) DEPTH: bottom of bridge deck to water surface ELEVATION (ft.): 992.5			
DEPTH: 15.0 WATER IDOT - SILTY SAND SAND (SP), trace gravel, fine to coarse grained, brown, wet ELEVATION (ft.): 978			
DEPTH: 20.0 IDOT - FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 971			
DEPTH: 25.0 IDOT - FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 971			
DEPTH: 30.0 IDOT - FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 971			
Abandonment Method: Solid stem auger to 2 feet then mud rotary to boring termination.		Notes: Hammer Type: Automatic	
WATER LEVEL OBSERVATIONS		Boring Started: 04-07-2020 Drill Rig # 889 Project No.: 13205065.03	
Boring Completed: 04-07-2020 Exhibitor: A-3		Boring Completed: 04-07-2020 Exhibitor: A-3	

BORING LOG NO. 3

Page 2 of 3

PROJECT: Hardin County Bridge 15163 Replacement		CLIENT: Hardin County IA Eldora, IA	
SITE: Providence Township: County Rd S57: -1,000 feet south of 305th Street, Hardin County, IA			
GRAPHIC LOG LOCATION: Bridge deck, T E of CL: Station: 50+28.5 Latitude: 42.259° Longitude: -83.1794° Surface Elev.: 994.0 (Ft.) ELEVATION (ft.)		DEPTH (Ft.) WATER LEVEL OBSERVATIONS SAMPLE TYPE RECOVERY (In.) FIELD TEST RESULTS	
DEPTH: 35.0 IDOT - VERY FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
DEPTH: 40.0 IDOT - FIRM SANDY GLACIAL CLAY (continued) SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
DEPTH: 45.0 IDOT - FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
DEPTH: 50.0 IDOT - FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
DEPTH: 55.0 IDOT - FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
DEPTH: 60.0 IDOT - FIRM SANDY GLACIAL CLAY SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
Abandonment Method: Solid stem auger to 2 feet then mud rotary to boring termination.		Notes: Hammer Type: Automatic	
WATER LEVEL OBSERVATIONS		Boring Started: 04-07-2020 Drill Rig # 889 Project No.: 13205065.03	
Boring Completed: 04-07-2020 Exhibitor: A-3		Boring Completed: 04-07-2020 Exhibitor: A-3	

BORING LOG NO. 3

Page 3 of 3

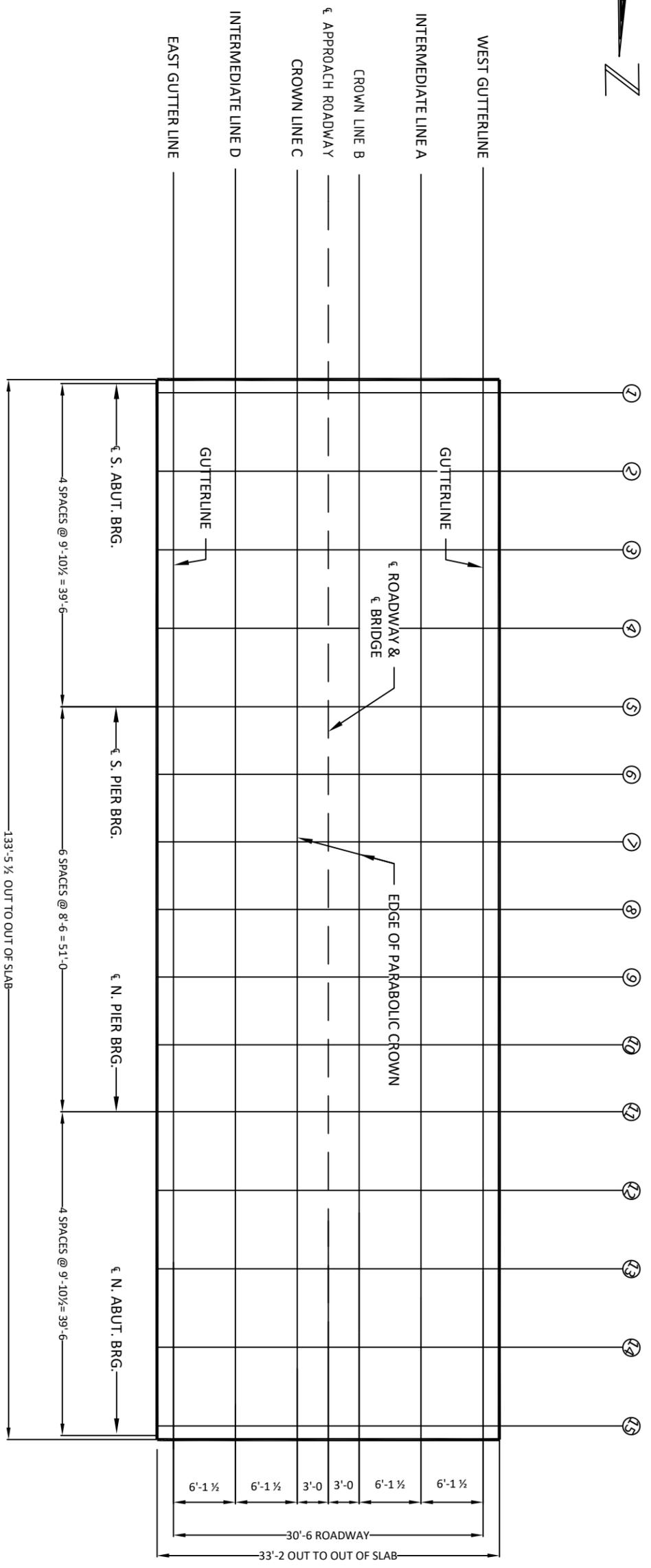
PROJECT: Hardin County Bridge 15163 Replacement		CLIENT: Hardin County IA Eldora, IA	
SITE: Providence Township: County Rd S57: -1,000 feet south of 305th Street, Hardin County, IA			
GRAPHIC LOG LOCATION: Bridge deck, T E of CL: Station: 50+28.5 Latitude: 42.259° Longitude: -83.1794° Surface Elev.: 994.0 (Ft.) ELEVATION (ft.)		DEPTH (Ft.) WATER LEVEL OBSERVATIONS SAMPLE TYPE RECOVERY (In.) FIELD TEST RESULTS	
DEPTH: 65.0 IDOT - VERY FIRM SANDY GLACIAL CLAY (continued) SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
DEPTH: 70.0 IDOT - VERY FIRM SANDY GLACIAL CLAY (continued) SANDY LEAN CLAY (CL), trace gravel, gray, wet ELEVATION (ft.): 989			
DEPTH: 70.0 Boring Terminated at 70 Feet ELEVATION (ft.): 984			
Abandonment Method: Solid stem auger to 2 feet then mud rotary to boring termination.		Notes: Hammer Type: Automatic	
WATER LEVEL OBSERVATIONS		Boring Started: 04-07-2020 Drill Rig # 889 Project No.: 13205065.03	
Boring Completed: 04-07-2020 Exhibitor: A-3		Boring Completed: 04-07-2020 Exhibitor: A-3	

130'-0" x 30'-6" CONTINUOUS CONCRETE
SLAB BRIDGE

INTEGRAL ABUTMENTS MONOLITHIC P-I/OL PIERS
STA 50+31 0° SKEW
HARDIN COUNTY IOWA
SOUNDING DATA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13205065.03 HARDIN COUNTY BRI.GPJ TERRACON_DATATEMPLATE.GDT 5/11/20

BENCH MARKS: BM #1, T POST @ STA. 49+70.78, 8' RT
 N= 8504329.27, E= 14948623.56, ELEV.= 986.32'



TOP OF SLAB ELEVATIONS

LOCATION	C.L. S. ABUT. BRG.				C.L. PIER #1				C.L. PIER #2				C.L. N. ABUT. BRG.		
	LINE 1	LINE 2	LINE 3	LINE 4	LINE 5	LINE 6	LINE 7	LINE 8	LINE 9	LINE 10	LINE 11	LINE 12		LINE 13	LINE 14
15' - 3" (WEST GUTTERLINE)	993.19	993.31	993.42	993.51	993.63	993.80	993.98	994.18	994.35	994.53	994.73	995.03	995.36	995.68	995.99
9' - 1 1/2" LT	993.35	993.46	993.57	993.66	993.78	993.95	994.14	994.33	994.50	994.68	994.88	995.18	995.51	995.83	996.14
3' LT	993.47	993.58	993.69	993.78	993.91	994.07	994.26	994.45	994.62	994.80	995.00	995.31	995.64	995.96	996.26
C.L. APPROACH ROADWAY	993.50	993.62	993.72	993.81	993.94	994.11	994.29	994.48	994.65	994.84	995.03	995.34	995.67	995.99	996.29
3' RT	993.47	993.58	993.69	993.78	993.91	994.07	994.26	994.45	994.62	994.80	995.00	995.31	995.64	995.96	996.26
9' - 1 1/2" RT	993.35	993.46	993.57	993.66	993.78	993.95	994.14	994.33	994.50	994.68	994.88	995.18	995.51	995.83	996.14
15' - 3" (EAST GUTTERLINE)	993.19	993.31	993.42	993.51	993.63	993.80	993.98	994.18	994.35	994.53	994.73	995.03	995.36	995.68	995.99

130'-0" x 30'-6" CONTINUOUS CONCRETE
 SLAB BRIDGE
 INTEGRAL ABUTMENTS MONOLITHIC P/OL PIERS
 STA 50+31 NO SKEW
HARDIN COUNTY IOWA
 SUPERSTRUCTURE DETAILS



IOWA DEPARTMENT OF NATURAL RESOURCES
Resource Enhancement and Protection



REAP GRANT APPLICATION

Email application to tammie.krausman@dnr.iowa.gov by August 15th by 4:30 P.M.

Please use the following format for the electronic application:

- Application should be one file (including all appendices, letters, etc.), saved as a pdf.
 - Name file: ApplicantName.Shortprojectname.FY17.pdf
 - File cannot exceed 20MB or 20,480KB. Compressed pdfs will be accepted.

1. GRANT PROGRAM

- Private/Public Open Space County Conservation City Parks and Open Spaces

(For Private/Public - Name of DNR Field Staff involved in project: _____)

2. APPLICATION CONTACT

APPLICANT: City of Eldora CONTACT PERSON: Chris Wieting

EMAIL: Christ.Wieting@Thrivent.com TELEPHONE: 641-858-2050

APPLICANT MAILING

ADDRESS: 1442 Washington St CITY & ZIP CODE: Eldora, Iowa 50627

PROJECT 911 ADDRESS (if available): _____ COUNTY: Hardin

LATITUDE/LONGITUDE

COORDINATES: 42.361565, -93.104411

(To find Lat/Long Coordinates: Go to [Google Map](#). Right-click on the *primary public access point* for the project. Select **What's here?** In the search box at the top of the page, the coordinates will appear.)

3. PROJECT DESCRIPTION & COSTS

a. TITLE: Iowa River's Edge Trail

b. PROJECT SUMMARY: (Maximum of 75 words summarizing the REAP Grant request)

This phase of the Iowa River's Edge Trail will extend the existing segment 4.4 miles from the current terminus south of Hwy D35 to Hwy 175 (Edgington Ave) in Eldora. It will also rehabilitate 7 bridges within this segment and beyond to Gifford south of Eldora making the trail safe and usable throughout Eldora south to the Iowa River.

c. TYPE OF PROJECT AND COSTS: (For activities associated with this grant request only).

- Land acquisition* Costs related to land acquisition: \$ _____
- Development Costs related to development: \$ 1,856,497.25
- Other, please describe: _____ Costs related to other activities: \$ _____

AMOUNT OF REAP GRANT REQUESTED: \$ 75,000

d. Amount of local or match money*: \$1,781,497.25

*25% minimum match is required for Private/Public Program only. No match is required for city and county grants.

4. PROJECT TIMELINE

a. Is the project a portion of a larger, overall project to be implemented over a multi-year period?

- No Yes, Number of years: 10 Estimated overall cost: \$20,000,000

b. ESTIMATED PROJECT DATES

Start: Oct. 1 2021 Completion: Sept. 30 2022

CITY COUNCIL OR COUNTY CONSERVATION BOARD APPROVAL (City and County Projects Only)

I, the undersigned, certify that the city council of Eldora or County Conservation Board has on the date of reviewed this proposed project and approved its submittal for Resource Enhancement and Protection (REAP) grant consideration.

May 02
Signature of Mayor or County Conservation Board Chair

Aug 10, 2021
Date

COUNTY RESOURCE ENHANCEMENT COMMITTEE REVIEW/COMMENTS (Required for all grants) I, the undersigned, verify that the Hardin County Resource Enhancement Committee reviewed the proposed project for which this application is submitted. If the committee provided comments, a summary of those comments has been signed and dated by me and attached to this application.

Signature of Chair, County Resource Enhancement Committee

Date

For information on County REAP Committees, visit the [REAP County Committee webpage](#).

MINORITY IMPACT STATEMENT (Required for all grants)

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

• Describe the positive impact expected from this project:

• Indicate which group is impacted:

Women

Latinos

American Indians

Persons with a Disability

Asians

Alaskan Native Americans

Blacks

Pacific Islanders

Other

The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

• Describe the negative impact expected from this project:

• Present the rationale for the existence of the proposed program or policy:

• Provide evidence of consultation of representatives of the minority groups impacted:

• Indicate which group is impacted:

Women

Latinos

American Indians

Persons with a Disability

Asians

Alaskan Native Americans

Blacks

Pacific Islanders

Other

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact: This project improves the trail corridor making it safe and accessible for all potential users.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Aug 10, 2021
Applicant's Signature and Date

Mayor
Applicant's Title

DEFINITIONS

"Disability" as defined in Iowa Code § 15.201(12)"b"(1) means "with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of

the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual. "Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identify disorders not resulting from physical impairments, or sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"Major life activity" as defined in Iowa Code section 15.102(12)"b"(2) includes "functions such as caring for one' self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, or working."

"Minority Persons" as defined by Iowa Code section 8.11(2)"b" means "individuals who are women, persons with a disability, African Americans, Latinos, Asian or Pacific Islanders, American Indians, and Alaskan Native Americans."

7. GRANT NARRATIVE

The outline below must be followed exactly. Use exact headings and reference numbers in the order presented in the outline. This section will be used by the REAP Review and Selection Committee for scoring purposes.

I.



HARDIN COUNTY

Economic Development

ANGELA DE LA RIVA | DIRECTOR
1215 EDGINGTON AVENUE
ELDORA, IA 50627
PHONE: 641-373-0114
ADELARIVA@HARDINCOUNTYIA.GOV

August 17th, 2021

Board of Supervisors and Iowa River's Edge Trail Committee,

I am writing at the request of the Hardin County Economic Development Advisory Council who has recommended to the Board of Supervisors that the County provide a grant of \$10,000 in LOST dollars to fund the Iowa River's Edge Trail funding gap as explained on 08/16/2021. The Hardin County Economic Development Advisory Council wants to see the project come to fruition and believes that with the current committed private donations and the grant applications in place, this project will be a success and be a lasting resource for the county. Should the situation change, the council is willing to reconsider their funding gift.

Please let me know if there are any questions I can answer.

Sincerely,

Angela De La Riva, Director

Hardin County Economic Development

CONTRACT

Letting Date: Jul 20, 2021

Contract ID: 42-C042-104

Call Order No.: 103

County: HARDIN

Project Engineer: SNYDER AND ASSOCIATES (CEDAR
RAPIDS)

Cost Center: 849300

Object Code: 890

DBE Commitment: \$56,000.00

Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the Contracting Authority,

CONSERVATION BOARD OF HARDIN COUNTY

and Contractor,

JASPER CONSTRUCTION SERVICES, INC.

Vendor ID: JA250

City: NEWTON

State: IA

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 herein, 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.

Contractor, for and in considerations of \$ 1,847,131.75 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 fourth, 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 Contract Time of this Contract and assigned 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.

Contract Project(s)

Contract ID: 42-C042-104

Call Order No.: 103

Letting Date: Jul 20, 2021

Project Number: NRT-C042(87)--9G-42

County: HARDIN

Project Work Type: BRIDGE REHABILITATION

Accounting ID: 37847

Location: On Iowa River Trail from Bridge 19 south 9.3 Miles to Bridge 25

Route: IOWA RIVER TRAIL

Federal Aid - Predetermined Wages are in Effect

Project Number: TAP-R-C042(104)--8T-42

County: HARDIN

Project Work Type: PCC SIDEWALK/TRAIL

Accounting ID: 37848

Location: On the Iowa River's Edge Trail starting at 12th Avenue in E Idora and ending NE of 1304 S River Road in Steamboat Ro

Route: IOWA RIVER TRAIL

Federal Aid - Predetermined Wages are in Effect

Contract Time**Contract ID:** 42-C042-104**Call Order No.:** 103**Letting Date:** Jul 20, 2021

Site ID	Site Details	Liquidated Damages
00	Late Start Date 04/18/2022 90 WORK DAYS	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

The following sections are alternates:

0005	AA	2	ALTERNATE 'AA' OPTION 2: CHAIN LINK FENCE BID THIS SECTION IF ALTERNATE 'AA' OPTION 2 IS CHOSEN. NRT-C042(87)--9G-42
------	----	---	--

Notes

Contracts ID: 42-C042-104**Call Order No.:** 103**Letting Date:** Jul 20, 2021

Notes :

There are no notes for this contract.

Contract Addenda

Contract ID: 42-C042-104**Call Order No.:** 103**Letting Date:** Jul 20, 2021

The following is a list of Contract Addenda:

20JUL103.A01

Contract Specifications List

Contract ID: 42-C042-104

Call Order No.: 103

Letting Date: July 20, 2021

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
005.15012.01	<p>*** REVISIONS TO GS-15012 ***</p> <p>2601.03, C, 3, b, Seed Mixture.</p> <p>Add note to Table 2601.03-3: * For 2021 construction season only, ryegrass rate may be reduced to 30 pounds per acre as long as the fescue rate is increased to 150 pounds per acre.</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN ***</p> <p>A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
500.07.2021	<p>*** WINTER WORK ***</p> <p>Winter work will be allowed during the winter of 2021/2022. No working days will be charged between November 15, 2021 and April 1, 2022.</p>
500.2022	<p>*** NO WINTER FREE TIME ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2022-2023. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.</p>
FHWA-1273.07	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS</p> <p>23 U.S.C. 133(i) requires application of Davis Bacon predetermined wages on certain projects on roads functionally classified as a local road or a rural minor collector. This supersedes the applicability described in FHWA-1273 Section IV.</p>

Contract Specifications List

Contract ID: 42-C042-104

Call Order No.: 103

Letting Date: July 20, 2021

GS-15012 GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

IA21-28.0 PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20210028 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)

Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.

***** Additional Requirement *****

The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.



Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0001

ROADWAY ITEMS - NRT-C042(87)--9G-42

\$121,129.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	0.200 ACRE	10,000.00		2,000.00	
0020	2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	20.000 CY	100.00		2,000.00	
0030	2401-6745910 REMOVAL OF SIGN	8.000 EACH	100.00		800.00	
0040	2416-0100018 APRONS, CONCRETE, 18 IN. DIA.	2.000 EACH	4,000.00		8,000.00	
0050	2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	2.000 EACH	7,500.00		15,000.00	
0060	2416-1240018 CULVERT, 3000D CONCRETE ROADWAY PIPE, 18 IN. DIA.	16.000 LF	125.00		2,000.00	
0070	2416-1240036 CULVERT, 3000D CONCRETE ROADWAY PIPE, 36 IN. DIA.	57.000 LF	225.00		12,825.00	
0080	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	63.000 LF	30.00		1,890.00	
0090	2507-8029000 EROSION STONE	49.600 TON	75.00		3,720.00	
0100	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			4,000.00	
0110	2528-2518000 SAFETY CLOSURE	4.000 EACH	150.00		600.00	
0120	2528-8445110 TRAFFIC CONTROL	LUMP SUM			3,000.00	



Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0001

ROADWAY ITEMS - NRT-C042(87)--9G-42

\$121,129.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2533-4980005 MOBILIZATION	LUMP SUM			60,000.00	
0140	2601-2634105 MULCHING, BONDED FIBER MATRIX	0.400 ACRE	3,000.00		1,200.00	
0150	2601-2636043 SEEDING AND FERTILIZING (RURAL)	0.200 ACRE	1,300.00		260.00	
0160	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	0.200 ACRE	660.00		132.00	
0170	2602-0000020 SILT FENCE	270.000 LF	2.75		742.50	
0180	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	270.000 LF	0.50		135.00	
0190	2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	100.000 LF	2.75		275.00	
0200	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	100.000 LF	0.50		50.00	
0210	2602-0010010 MOBILIZATIONS, EROSION CONTROL	5.000 EACH	500.00		2,500.00	



Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0002

PCC TRAIL ITEMS - TAP-R-C042(104)--8T-42

\$1,170,574.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0220	2101-0850001 CLEARING AND GRUBBING	3.000 ACRE	10,000.00		30,000.00	
0230	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	552.000 CY	30.00		16,560.00	
0240	2102-2713090 EXCAVATION, CLASS 13, WASTE	107.900 CY	50.00		5,395.00	
0250	2110-8200000 CONSTRUCTION OF SOIL AGGREGATE SUBBASE	4.000 MILE	10,000.00		40,000.00	
0260	2123-7450020 SHOULDER FINISHING, EARTH	460.000 STA	150.00		69,000.00	
0270	2301-1032080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN.	611.100 SY	76.00		46,443.60	
0280	2401-6745910 REMOVAL OF SIGN	8.000 EACH	100.00		800.00	
0290	2416-0100018 APRONS, CONCRETE, 18 IN. DIA.	1.000 EACH	3,000.00		3,000.00	
0300	2435-0130148 MANHOLE, SANITARY SEWER, SW- 301, 48 IN.	1.000 EACH	5,000.00		5,000.00	
0310	2502-8212306 SUBDRAIN, STANDARD, PERFORATED, 6 IN., AS PER PLAN	200.000 LF	25.00		5,000.00	
0320	2502-8221306 SUBDRAIN OUTLET, DR-306	4.000 EACH	500.00		2,000.00	



Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0002

PCC TRAIL ITEMS - TAP-R-C042(104)--8T-42

\$1,170,574.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0330	2503-0114218 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	64.000 LF	125.00		8,000.00	
0340	2507-3250005 ENGINEERING FABRIC	30.000 SY	5.00		150.00	
0350	2507-8029000 EROSION STONE	7.700 TON	75.00		577.50	
0360	2511-0300000 REMOVAL OF RECREATIONAL TRAIL	20.000 SY	20.00		400.00	
0370	2511-0302500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	25,142.400 SY	31.00		779,414.40	
0380	2511-6745900 REMOVAL OF SIDEWALK	2.000 SY	100.00		200.00	
0390	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	9.300 SY	100.00		930.00	
0400	2511-7528101 DETECTABLE WARNINGS	180.000 SF	45.00		8,100.00	
0410	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	3.000 EACH	275.00		825.00	
0420	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	283.000 LF	7.00		1,981.00	
0430	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	149.000 SF	16.00		2,384.00	
0440	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			21,000.00	

Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0002

PCC TRAIL ITEMS - TAP-R-C042(104)--8T-42

\$1,170,574.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0450	2528-2518000 SAFETY CLOSURE	6.000 EACH	150.00		900.00	
0460	2528-8445110 TRAFFIC CONTROL	LUMP SUM			3,500.00	
0470	2533-4980005 MOBILIZATION	LUMP SUM			40,000.00	
0480	2599-9999005 (‘EACH’ ITEM) PRE-MANUFACTURED PERFORATED STANDPIPE	4.000 EACH	300.00		1,200.00	
0490	2599-9999018 (‘SQUARE YARDS’ ITEM) TRAIL APPROACH PAVEMENT	53.300 SY	330.00		17,589.00	
0500	2601-2634105 MULCHING, BONDED FIBER MATRIX	13.000 ACRE	3,000.00		39,000.00	
0510	2601-2636043 SEEDING AND FERTILIZING (RURAL)	6.500 ACRE	1,300.00		8,450.00	
0520	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	6.500 ACRE	660.00		4,290.00	
0530	2602-0000020 SILT FENCE	60.000 LF	2.75		165.00	
0540	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	60.000 LF	0.50		30.00	
0550	2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	1,320.000 LF	2.75		3,630.00	
0560	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	1,320.000 LF	0.50		660.00	



Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0002

PCC TRAIL ITEMS - TAP-R-C042(104)--8T-42

\$1,170,574.50

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0570	2602-0010010 MOBILIZATIONS, EROSION CONTROL	6.000 EACH	500.00		3,000.00	
0580	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00		1,000.00	



Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0003

TRAIL BRIDGE ITEMS - NRT-C042(87)--9G-42

\$396,423.75

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0590	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			30,000.00	
0600	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	103.200 CY	1,200.00		123,840.00	
0610	2404-7775000 REINFORCING STEEL	21,111.000 LB	2.25		47,499.75	
0620	2409-4200001 MISCELLANEOUS HARDWARE	311.000 LB	8.00		2,488.00	
0630	2507-3250005 ENGINEERING FABRIC	16.200 SY	5.00		81.00	
0640	2507-6800061 REVTMENT, CLASS E	31.000 TON	75.00		2,325.00	
0650	2599-9999005 (‘EACH’ ITEM) TIMBER CAP REPAIR	36.000 EACH	600.00		21,600.00	
0660	2599-9999005 (‘EACH’ ITEM) TIMBER PILE REPAIR TYPE A	16.000 EACH	4,000.00		64,000.00	
0670	2599-9999005 (‘EACH’ ITEM) TIMBER PILE REPAIR TYPE B	4.000 EACH	5,000.00		20,000.00	
0680	2599-9999010 (‘LUMP SUM’ ITEM) ADJUST TIMBER BACKWALL PLANKS	LUMP SUM			5,000.00	
0690	2599-9999011 (‘THOUSANDS OF BOARD FEET’ ITEM) TREATED TIMBER AND LUMBER DECK TIES	2.340 MFBM	7,500.00		17,550.00	



Contract Schedule

Contract ID: 42-C042-104

Awarded Vendor: JA250

JASPER CONSTRUCTION SERVICES, INC.

SECTION 0003 TRAIL BRIDGE ITEMS - NRT-C042(87)--9G-42 \$396,423.75
Alt Set ID: Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0700	2599-9999011 (‘THOUSANDS OF BOARD FEET’ ITEM) TREATED TIMBER AND LUMBER PEIR CROSS BRACING	0.100 MFBM	15,000.00		1,500.00	
0710	2599-9999014 (‘SQUARE FEET’ ITEM) 1 1/2 IN. STEEL DECKING (GALV.)	4,036.000 SF	15.00		60,540.00	

SECTION 0005 ALTERNATE ‘AA’ OPTION 2: CHAIN LINK FENCE BID THIS SECTION IF ALTERNATE ‘AA’ OPTION 2 IS CHOSEN. NRT-C042(87)--9G-42 \$159,004.00
Alt Set ID: AA Alt Mbr ID: 2

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0740	2408-7800000 STRUCTURAL STEEL	8,160.000 LB	6.40		52,224.00	
0750	2519-1001000 FENCE, CHAIN LINK, VINYL COATED	1,124.000 LF	95.00		106,780.00	

Total Bid: \$1,847,131.75

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

PREDETERMINED WAGE RATE

IA21 - 28.0

General Decision Number: IA20210028 01/01/2021

Superseded General Decision Number: IA20200028

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide.

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUIA2020-001 10/18/2017

CARPENTER AND PILED RIVERMEN:	Rates	Fringes
ZONE 1	28.52	14.08
ZONE 2	26.73	14.08
ZONE 3	26.73	14.08
ZONE 4	26.25	11.50
ZONE 5 **	25.15	9.90

CONCRETE FINISHER:		
ZONE 1	28.10	7.40
ZONE 2	28.10	7.40
ZONE 3	28.10	7.40
ZONE 4	25.45	6.40
ZONE 5	24.40	6.40

PREDETERMINED WAGE RATE

IA21 - 28.0

**ELECTRICIAN (STREET AND HIGHWAY LIGHTING
AND TRAFFIC SIGNALS)**

ZONE 1, 2, AND 3	25.05	6.80
ZONE 4	23.75	6.80
ZONE 5	21.60	6.80

IRONWORKER: (SETTING OF STRUCTURAL STEEL)

ZONE 1	31.50	10.90
ZONE 2	29.41	10.90
ZONE 3	29.41	11.20
ZONE 4	27.35	9.90
ZONE 5 **	25.50	9.45

LABORER:

ZONE 1, 2, AND 3		
GROUP AA	26.13	9.68
GROUP A	23.75	9.68
GROUP B	21.90	9.68
GROUP C	18.82	9.68
ZONE 4		
GROUP A	21.27	9.08
GROUP B	19.95	9.08
GROUP C	17.07	9.08
ZONE 5		
GROUP A	21.77	7.63
GROUP B	19.27	7.63
GROUP C	18.42	7.63

POWER EQUIPMENT OPERATOR:

ZONE 1		
GROUP A	32.55	14.90
GROUP B	31.00	14.90
GROUP C	28.50	14.90
GROUP D	28.50	14.90
ZONE 2		
GROUP A	31.85	14.90
GROUP B	30.25	14.90
GROUP C	27.70	14.90
GROUP D	27.70	14.90
ZONE 3		
GROUP A	29.70	24.65
GROUP B	27.90	24.65
GROUP C	26.90	24.65
GROUP D	26.90	24.65
ZONE 4		
GROUP A	31.05	12.50
GROUP B	29.91	12.50
GROUP C	27.83	12.50
GROUP D	27.83	12.50

PREDETERMINED WAGE RATE

IA21 - 28.0

ZONE 5

GROUP A	28.02	10.70
GROUP B	26.98	10.70
GROUP C	25.25	10.70
GROUP D	24.25	10.70

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	24.45	11.15
ZONE 2	24.45	11.15
ZONE 3	24.45	11.15
ZONE 4	24.45	6.95
ZONE 5	22.50	6.95

ZONE DEFINITIONS

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

LABORER CLASSIFICATIONS - ALL ZONES

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

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzle man; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; sign erector*; {pipelayer (sewer, water, and conduits); tunnel laborer; Asbestos abatement worker} (Zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching;

sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

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

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

*** ADDED CRAFT - SIGN ERECTOR**

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

PREDETERMINED WAGE RATE

IA21 - 28.0

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

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

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

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

END OF GENERAL DECISION

Doc Express® Document Signing History

Contract: 42-C042-104 Document: BO 103 42-C042-104 210720 CONTRACT

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
	(Signed by Contractor)
	(Local Public Agency View and Sign Performance Bond)
	(Local Public Agency Signed Contract (by Authorized Signatory))
	(Check by Contracts and Specifications Bureau (DOT))
	(Signed by Contracts and Specifications Bureau (DOT))
	(Marked Completed by Contracts and Specifications Bureau (DOT))

**Proclamation
National Rail Safety Week**

WHEREAS, 1,889 rail grade crossing collisions resulted in 678 personal injuries and were responsible for 201 fatalities in the United States during 2020; and

WHEREAS, 1,088 trespassing incidents have occurred in the United States resulting in 532 pedestrians being killed and another 556 injured while trespassing on railroad property rights of way during 2020; and

WHEREAS, educating and informing the public about rail safety, reminding the public that railroad rights of way are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near roadways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

THEREFORE, We, the Hardin County Board of Supervisors, do hereby attest our full support proclaiming September 20th to 26th, 2021, National Rail Safety Week and we encourage all citizens to recognize the importance of rail safety education.

Dated this _____ day of _____, 2021.

BJ Hoffman, Chair
Hardin County Board of Supervisors

Renee McClellan, Vice-chair
Hardin County Board of Supervisors

Lance Granzow, Member
Hardin County Board of Supervisors



Prepared by: Darrell G. Meyer, 1201 14th Avenue, Eldora, IA 50627 Phone: (641) 939-8118
Taxpayer is: Dustin A. and Danielle Potkonak, 918 Main, Ackley, IA 50601
Return Document to: Green Belt Bank & Trust, 419 Sherman Avenue, Ackley, IA 50601

**CORRECTED
SUBORDINATION AGREEMENT**

The undersigned, for and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree that the lien of that certain mortgage dated July 6, 2010, executed by Dustin Potkonak, in favor of Hardin County, and filed for record on July 25, 2011, Document 2011, file number 2049, in the Office of the Hardin County Recorder, upon the following described property:

The East Ten (E. 10) feet of Lot Fourteen (14), all of Lot Fifteen (15), and the West Twenty (W. 20) feet of Lot Sixteen (16), Block Sixteen (16), Ackley, Hardin County, Iowa, AND All of the Twenty (20) foot alley South of and adjoining the East Ten (E. 10) feet of Lot Fourteen (14), and all of Lot Fifteen (15), and the West Twenty (W. 20) feet of Lot Sixteen (16), Block Sixteen (16), Ackley, Hardin County, Iowa.

Be and is subordinated to the lien upon the said land of the certain mortgage dated February 20, 2019, executed by Dustin Potkonak and wife Danielle Franziska Potkonek, in favor of Green Belt Bank & Trust, its successors and/or assigns, recorded in the Office of the Hardin County Recorder, for Hardin County in Year 2019, Inst. No. 345. It is distinctly understood that this Subordination Agreement is not to be held or construed as a release of lien held by Hardin County upon any part or portion of the real property described above, but is given solely to subordinate their lien.

Exempt from Transfer Tax under Iowa Code 428A.2(19)

BJ Hoffman, Chairperson of the Hardin County Board of Supervisors

STATE OF IOWA, HARDIN COUNTY, ss:

On this ____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared BJ Hoffman, Chairperson of the Hardin County Board of Supervisors, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

Handbook Update:

2:7 Employee Recruitment

Pursuant to Iowa Code § 35C.1, whenever a position becomes available, a notice of such opening will be posted on the official Hardin County bulletin board. The notice will contain the position title, a brief job description, and minimum hiring specifications. The position will remain open for at least ten (10) calendar days following the posting announcement. With the exception of the Hardin County Sheriff and Hardin County Engineer's office all postings shall be posted 5 business days in the following locations: Hardin County Sheriff's Office, Hardin County Engineer's Office, Hardin County Courthouse, Hardin County Social Service Office, Hardin County Conservation Office, Hardin County E.O.C., Hardin County Attorney's Office.

It shall be the policy of Hardin County to carry on such recruitment programs as necessary to seek out and secure the most qualified individuals to apply for County positions at all levels of service. Applications shall be rejected if the applicant does not have the personal and professional attributes, skills, education, experience, physical, or licensing requirements for the performance of duties in the position for which appointment is sought, has made any false statement of any material fact, or attempted to practice any deception or fraud in the application.

The appointment, selection and compensation of deputies, assistants and clerks by the Auditor/Recorder, Treasurer, Sheriff and County Attorney shall also be governed by Iowa Code § 331.903 and other applicable statutory provisions.

From: [Jessica Sheridan](#)
To: [BJ Hoffman](#); [Lance A. Granzow](#); [Reneè L. McClellan](#); [Angela Silvey](#)
Subject: Fwd: 28E agreement
Date: Wednesday, August 11, 2021 2:23:04 PM
Attachments: [20210811123422042.pdf](#)

Please see the email from Dan Tilkes, the sanitarian from Franklin County, below. The work has to get done and we're paying him from my salary, so I assume we would approve extra hours. But, you know what happens when you assume.

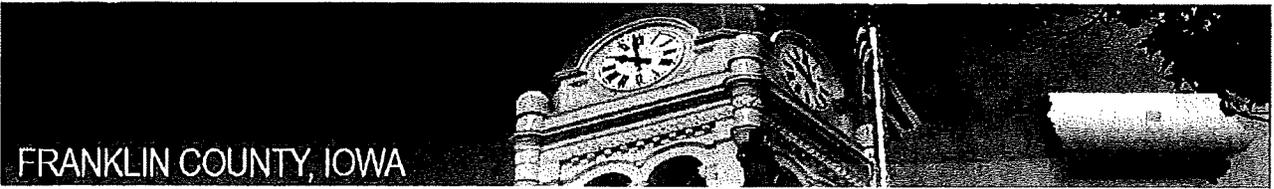
Sent from my iPhone

Begin forwarded message:

From: Dan Tilkes <DTilkes@co.franklin.ia.us>
Date: August 11, 2021 at 12:34:19 PM CDT
To: Jessica Sheridan <JSheridan@hardincountyia.gov>
Subject: 28E agreement

Jessica I am talking to my board about working over the 8 hour max if the need arises and only if the need arises. This week I will be making a total of five job visits, so far. The travel time is what adds to the time. I should be able to keep this week under 8 hrs. but in the future, if there is a chance of exceeding the 8 hour limit I want to have all my bases covered, so if you could ask for the approval of your board for the extra 8 hours in the 2 week period, I would appreciate it. I have highlighted the section in the E28 agreement.

Thanks



FRANKLIN COUNTY, IOWA

Franklin County Board of Supervisors
12 - 1st Ave. NW, PO Box 26
Hampton, Iowa 50441
Website: <http://co.franklin.ia.us>

INTERAGENCY AGREEMENT

Between

Franklin County Board of Supervisors

Hardin County Board of Supervisors

This agreement is entered into under Iowa Code 28D.3 Authority to interchange employees. The agreement is between the Franklin County Supervisors and the Hardin County Board of Supervisors pursuant to Iowa Code Section 28D.

For the purpose of this agreement:

1. Receiving Agency means an Environmental Health department party to this agreement which receives an employee of another county's Environmental Health department.
 2. Sending Agency means: an Environmental Health department party to this agreement which sends an employee of that county's Environmental Health department.
1. **PURPOSE AND SCOPE:** The purpose of this agreement is to authorize the exchange of employees between the Environmental Health/Sanitarian offices of the Franklin County Board of Health and the Hardin County Board of Health for the purpose of ensuring that each county has the continued trained staff necessary to complete work during:
 - a. Times of vacation, when work is time sensitive
 - b. Interruption in work force when work is time sensitive
 - c. Events of emergency
 - d. Employees serious medical condition
 - e. Birth, Adoption, or placement of a child
 - f. Caring for a spouse, child or parent, with a serious health condition
 - g. Exigency arising out the fact that the employees' spouse, child, or parent is covered military member on covered active duty.
 2. **STATUS OF EMPLOYEES:** Employees of a sending agency participating in an exchange of personnel shall be considered during such participation to be on detail to regular work assignments of the sending agency except as specifically excluded below.

Employees shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the sending agency for all other purposes except that the supervision and work detail of their duties during the period shall be governed by the receiving agency.

Michael Nolte
District 1 Supervisor

Gary McVicker
District 2 Supervisor

Chris Vannes
District 3 Supervisor

Any employee who participates in an exchange under the terms of this section who suffers disability or death as a result of personal injury arising out of and in the course of an exchange, or sustained in the performance of duties in connection therewith, shall be treated, for the purpose of the sending agency's employee compensation program, as an employee, as defined in such act, who has sustained such injury in the performance of such duty.

3. **MILEAGE AND EXPENSE PAID BY THE RECEIVING AGENCY:** The receiving agency shall pay mileage expenses of employees assigned from the sending agency. The sending agency will be reimbursed at the applicable mileage rate of the sending agency by the receiving agency.
4. **DURATION:** This Agreement shall commence on July 26th, 2021 and shall continue indefinitely until such time as either party chooses to terminate as outline herein.
5. **TERMINATION:** Any party may terminate this Agreement by providing the other parties a written notice of intent to terminate as least sixty (60) days prior to the intended date of termination.

The period of individual assignment or detail may be terminated if the receiving agency does not offer a permanent appointment to an employee within a 2-month time period and both the sending and receiving agencies agree.

6. **MANNER OF FINANCING:** During each period of coverage, the total hours worked by the employee of the sending agency shall not exceed eight (8) working hours/week or 16 hours/pay period. An additional eight (8) working hours may be assigned if the employee and both agencies/boards agree. Rate/hrs shall be figured by the sending agency employee current rate. An employee shall not work a number of combined hours that would result in the employee working overtime, unless receiving prior approval from both the sending and receiving agency. The sending agency shall invoice the receiving agency after each pay period for the hours worked.
7. **LEGAL OR ADMINISTRATIVE ENTITY:** No new legal or administrative entity is created by this Interagency Agreement.
8. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unforeseeable, such determination shall not affect to validity or enforceability of any other part or provision of this Agreement.

This undersigned hereby execute and enter into this Interagency Agreement. Each signatory represents that he or she has been authorized in accordance with the State Law and by their respective counties and agencies to sign and bind the agency represented.

By: Michael Nolte
Date: 8-2-21
Chair, Board of Supervisors
Franklin County

By: [Signature]
Date: 7/28/21
Chair, Board of Supervisors
Hardin County



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

FILED
AUG 16 2021

HARDIN COUNTY AUDITOR

Please enter the following change(s) as of 08/09/2021
Date

Name: Cassidy James (C.J.) Edward Smith
Address: 1413 Pearl St
Alden Iowa 50006
City State Zip Code

Department: Sheriff
Position: Part time Correctional Officer
Salary/Hourly Rate: \$18.90

Fund: _____

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

- Hired
- Resignation
- Promotion
- Retirement
- Demotion
- Layoff
- Pay Increase
- Discharge
- Leave of Absence _____
Dates

Other: _____

Dates of Employment: _____ to _____ Last Day of Work _____
From To (if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by: *Orwell G. Daniel* _____
Elected Official or Department Head Date

Authorized by: _____
Board of Supervisors Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 08/17/2021
Date

Name: Emma Inks
Address: _____
Eldora Iowa 50627
City State Zip Code

Department: Sheriff
Position: Part time jailer
Salary/Hourly Rate: \$16.48

Fund: _____

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

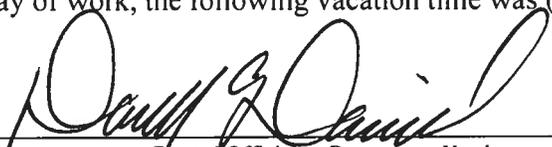
Reason of Change:

- Hired
- Resignation
- Promotion
- Retirement
- Demotion
- Layoff
- Pay Increase
- Discharge
- Leave of Absence _____
Dates

Other: _____

Dates of Employment: _____ to _____ Last Day of Work 5/5/2021
From To (if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by:  _____
Elected Official or Department Head Date

Authorized by: _____
Board of Supervisors Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 08/17/2021
Date

Name: Haydon Rhoades
Address: _____
Reinbeck Iowa
City State Zip Code

Department: Sheriff
Position: Part time jailer
Salary/Hourly Rate: \$18.90

Fund: _____

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

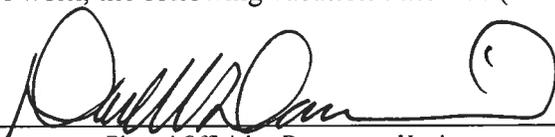
Reason of Change:

Hired Resignation
 Promotion Retirement
 Demotion Layoff
 Pay Increase Discharge
 Leave of Absence _____
Dates

Other: _____

Dates of Employment: 5/27/2020 to 7/15/2021 Last Day of Work 7/15/2021
From To (if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by:  _____
Elected Official or Department Head Date

Authorized by: _____
Board of Supervisors Date



HARDIN COUNTY

Courthouse

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ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 8/28/2021
Date

Name: Sophia Lupkes
Address: 704 State Street
Ackley Iowa 50601
City State Zip Code

Department: Sheriff
Position: Part time Dispatcher
Salary/Hourly Rate: \$16.97

Fund: 0001-05-040-000-10112

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

- Hired
 - Promotion
 - Demotion
 - Pay Increase
 - Leave of Absence
 - Resignation
 - Retirement
 - Layoff
 - Discharge
- _____ Dates

Other: Going from full time to part time.

Dates of Employment: _____ to _____ Last Day of Work 8/28/2021
From To (if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): 8/29/2021 to 9/5/2021
From To

Authorized by:  _____
Elected Official or Department Head Date

Authorized by: _____
Board of Supervisors Date

Sara,

This letter is to formally inform you I will be stepping down from full time at the SO. My last day working will be August 28. After that date I would like to use my remaining comp time and then be formally removed from full time employment.

I would love to remain as a part time employee for the time being if you would allow that. I absolutely love dispatching for Hardin county and I will miss it a lot. I would appreciate the opportunity to return occasionally as my schedule allows and help out.

Thank you so much for all the opportunities for growth you have given me. I have learned so much in the past year and a half. I have really enjoyed working with you and the other dispatchers in the county. I will always look back at my time in Hardin County with great fondness.

Thank you so much,
Sophie Lupkes 8/12/2021



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 8/09/2021
Date

Name: Jesse Wolf

Department: Sheriff

Address: _____

Position: Jail Sergeant

City _____ State _____ Zip Code _____

Salary/Hourly Rate: \$23.06

Fund: _____

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

- Hired
- Resignation
- Promotion
- Retirement
- Demotion
- Layoff
- Pay Increase
- Discharge
- Leave of Absence _____
Dates

Other: _____

Dates of Employment: 06/01/2016 to 08/27/2021
From To

Last Day of Work 08/09/2021
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by: 
Elected Official or Department Head

_____ Date

Authorized by: _____
Board of Supervisors

_____ Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 8/13/2021
Date

Name: Michael Chapman

Department: Sheriff

Address: _____

Position: Part time jailer

Grundy Center Iowa
City State Zip Code

Salary/Hourly Rate: \$18.90

Fund: _____

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

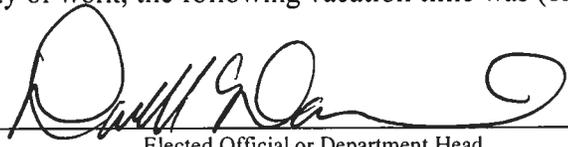
- Hired
- Resignation
- Promotion
- Retirement
- Demotion
- Layoff
- Pay Increase
- Discharge
- Leave of Absence _____
Dates

Other: _____

Dates of Employment: 03/21/2018 to 08/13/2021
From To

Last Day of Work 8/13/2021
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by: 
Elected Official or Department Head

_____ Date

Authorized by: _____
Board of Supervisors

_____ Date