

Notice of Award

Project: Paving District 494 55 th Crossing West	Owner: City of Minot, ND	Owner's Contract No.: 3982
Contract: Paving District 494 55 th Crossing West		Engineer's Project No.: 12-046.06
Bidder: Keller Paving & Landscaping, Inc.		
Bidder's Address: 1802 Highway 2 Bypass East Minot, ND 58701		

You are notified that your Bid dated April 29th, 2015, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for construction of improvements related to Paving District #494.

The Contract Price of your Contract is estimated to be \$ 2,576,435.00.

3 copies of each of the proposed Contract Documents accompany this Notice of Award.

5 copies of the Drawings and 5 copies of the Project Manual also accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the required Performance and Payment Bonds as specified in the Instructions to Bidders.
3. Deliver with the executed Contract Documents the required certificates of insurance as specified in the Instructions to Bidders and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Minot, North Dakota

By: _____

Title: _____

Date: _____

RECEIVED JUN 12 2015

AGREEMENT

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AGREEMENT

THIS AGREEMENT is between

City of Minot, North Dakota
515 2nd Avenue Southwest
Minot, North Dakota 58701

hereafter called "Owner" and

Keller Paving and Landscaping, Inc.
1802 Highway 2 Bypass East
Minot, ND 58701

hereafter called "Contractor."

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents.

Generally, the Work covered by the Plans and Specifications for Paving District 494 55th Crossing West is the material, labor, tools and equipment required for the construction of infrastructure within publicly dedicated Right-of-Ways as part of the 55th Crossing West Development. The work is to consist of street completion and lighting improvements and any other items incidental to the completion of required improvements. Right-of-Ways to include: 15th Avenue SE (1,590± lf); 16th Avenue SE (4,015± lf) 47th Loop SE (1,400± lf); 52nd Street SE (430± lf); 53rd Street SE (220± lf); 54th Street SE (200± lf); Sage Drive (1,235± lf). All public right-of-ways support the development of residential construction. Details of the construction are included in the Drawings and Project Manual.

ARTICLE 2 - THE PROJECT

- 2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Minot, North Dakota
Paving District 494 55th Crossing West

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

Ackerman-Estvold
1907 17th Street Southeast
Minot, North Dakota 58701
Ph: (701) 837-8737

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

- A. All work shall be substantially completed on or before November 1st, 2015. All Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before November 15, 2015.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,100.00 for each day that expires after the times specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Engineer will process Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
 - b. 80 percent of cost of materials and equipment not incorporated in the Work, but stored in a location completely accessible to the Owner (with the balance being retainage); and
 - c. For each progress payment, an additional \$1,000 will be retained by the Owner until it has been determined by the State Commissioner of Labor that no action or fines are pending against the Contractor in accordance with NDCC 43-07-20.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. General Conditions (pages 1 to 44, inclusive).
5. Supplementary Conditions (pages 1 to 3, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 36 sheets with each sheet bearing the following general title: Paving District 494 55th Crossing West
8. Addenda (numbers 1 to 2, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 11, inclusive).
 - b. Contractor's North Dakota Contractor's License Renewal (pages 1 to 1, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 18, 2015 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Minot, North Dakota

Keller Paving & Landscaping, Inc.

By: x

By: Dean Kael

Title: Mayor

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Traci Judd

Attest: Don Kael

Title: City Clerk

Title: Vice President

Address for giving notices:

Address for giving notices:

515 2nd Avenue Southwest

1802 Highway 2 Bypass East

Minot, North Dakota 58701

Minot, ND 58701

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 24502

Agent for service or process: Justin Thurn

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



Employers Mutual
Casualty Company

717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S441426

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Keller Paving and Landscaping, Inc.

1820 Highway 2 Bypass East Minot, North Dakota 58701

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of

North Dakota (hereinafter called "Surety"), as Surety, are held and firmly bound unto the City of Minot, North Dakota 515 2nd Avenue SW Minot, North Dakota 58701

(hereinafter called "Obligee"), in the penal sum of Two Million Five Hundred Seventy-Six thousand Four Hundred Thirty-Five

Dollars and no/00 DOLLARS, (\$ 2,576,435.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named

Obligee, dated the 2nd day of June, 20 15, providing for the

construction or supply of, Construction of Paving District 494 - 55th Crossing West. Minot, North Dakota

Project #3982

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 4th day of June, 20 15.

WITNESS:

Keller Paving and Landscaping, Inc.

Principal

[Seal]

By: Dean Keller

President

Dean Keller

Employers Mutual Casualty Company

Surety

By: Brenda Vollmer

Brenda Vollmer

Attorney-in-Fact

(If Individual or Firm)

ATTEST:

(If Corporation)

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.



Employers Mutual
Casualty Company

717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S441426

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Keller Paving and Landscaping, Inc.

1820 Highway 2 Bypass East Minot, North Dakota 58701

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA,

and authorized to transact business in the State of North Dakota as Surety, are held and firmly

bound unto City of Minot, North Dakota 515 2nd Avenue SW Minot, North Dakota 58701

(hereinafter called "Obligee"), in the penal sum of Two Million Five Hundred Seventy-Six Thousand Four Hundred Thirty-Five Dollars and no/00.

DOLLARS (\$ 2,576,435.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 4th day of June, 20 15.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 2nd day of June, 20 15, providing for the construction or supply of,
Construction of Paving District 494 - 55th Crossing West. Minot, North Dakota

Project #3982

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

Keller Paving and Landscaping, Inc.

Principal

[Seal]

By: Dean Keller

Dean Keller

President

Employers Mutual Casualty Company

Surety

[Seal]

By: Brenda Vollmer

Brenda Vollmer

Attorney-in-Fact

(If Individual or Firm)

ATTEST:

(If Corporation)

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

CORPORATION ACKNOWLEDGMENT

STATE OF ND)

)ss

COUNTY OF Ward)

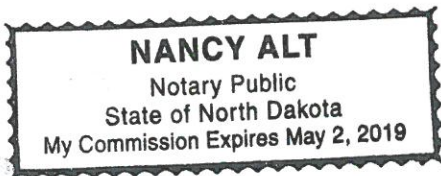
On this 10 day of June In the year 2015 before me,

Nancy Alt a Notary Public, personally appeared Dean Keller

Known to me (or proved to me on the oath of _____) to be the

President (or other office or person) of the corporation that is described in and that executed

The within instrument, and acknowledged to me that such corporation executed the same.



Nancy Alt

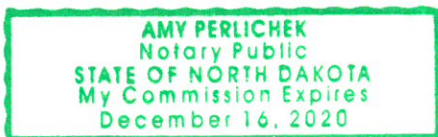
ACKNOWLEDGEMENT OF SURETY

STATE OF North Dakota)

)ss

COUNTY OF Ward)

On this 4th day of June in the year 2015 before me, Amy Perlichek a Notary Public, personally appeared Brenda Vollmer Known to me (or proved to me on the oath of _____) to be the Person who is described in and whose name is subscribed to the within instrument as the attorney-in-fact of Employers Mutual Casualty Company and acknowledged to me that they subscribed the name of Employers Mutual Casualty Company thereto as surety and their own name as attorney in fact.



Amy Perlichek

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

NOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
RYON BOEN, CASEY L. TOMPKINS, BRENDA VOLLMER, LUALAN HANSON, ROBYN JONES

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

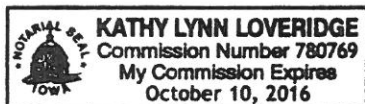
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Confirmation as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

3rd day of FEBRUARY, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 3rd day of FEBRUARY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 3, 2015 on behalf of:
RYON BOEN, CASEY L. TOMPKINS, BRENDA VOLLMER, LUALAN HANSON, ROBYN JONES

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of June, 2015.

J D Clough
Vice President

BID FORM

TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Minot
515 Second Ave SW
Minot, ND 58701

- 1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete the Work in accordance with the schedule set forth in the Agreement.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>April 21, 2015</u>
<u>2</u>	<u>April 28, 2015</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been

identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Base Bid

Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Item No.	Description	Quantity	Unit	Unit Price	Subtotal (Quantity x Unit Price)
1.	General Conditions	1	LS	25,000.00	25,000.00
2.	Traffic Control	1	LS	5,000.00	5,000.00
3.	Material Testing	1	LS	30,000.00	30,000.00
	<u>Earthwork</u>				
4.	Topsoil (Import)	6,000	CY	7.00	42,000.00
5.	Excavation/Embankment	3,500	CY	8.00	28,000.00
6.	Hydro-Seeding	7.5	AC	7,500.00	56,250.00
7.	Erosion Control	1	LS	25,000.00	25,000.00
	<u>Pavement Items</u>				
8.	Type I Curb & Gutter	17,670	LF	18.50	326,895.00
9.	Concrete Sidewalk (16 th Only)	4,500	SY	60.00	270,000.00
10.	Class 5 Aggregate Base	7,000	TON	25.00	175,000.00
11.	6" Class 29 HBP (16 th Avenue SE)	5,700	TON	62.00	353,400.00
12.	4" Class 29 HBP	4,600	TON	62.00	285,200.00
13.	3" Class 27 HBP (Bike Path)	800	TON	65.00	52,000.00
14.	PG 58-28 Oil	680	TON	600.00	408,000.00
15.	Subgrade Preparation	50,000	SY	1.50	75,000.00
16.	Truncated Dome Panel	270	SF	50.00	13,500.00
	<u>Street Signs & Pavement Markings</u>				
17.	R1-1, 30" Stop Sign	12	EA	275.00	3,300.00
18.	Street Blade Sign (including post, all sizes)	44	EA	125.00	5,500.00
19.	24" Stop Bar, White	30	LF	25.00	750.00
20.	8" Lane Line, White	250	LF	10.00	2,500.00
21.	4" Lane Line, Yellow	9,250	LF	0.50	4,625.00
22.	Pavement Marking Symbols, White Arrow	33	SF	25.00	825.00
	<u>Utility Adjustments</u>				
23.	Gate Valve / Sewer Manhole/ Catch Basin	1	LS	40,000.00	40,000.00

	<u>Street Lighting</u>				
24.	Type A Poles/Fixtures	37	EA	2,600.00	96,200.00
25.	Type C Poles/Fixtures	16	EA	4,200.00	67,200.00
26.	#2 AWG 120/240 Circuitry	1,375	LF	10.00	13,750.00
27.	#4 AWG 120/240 Circuitry	6,900	LF	6.50	44,850.00
28.	240+EGC Circuitry	4,410	LF	5.00	22,050.00
29.	2" Conduit	1,195	LF	17.00	20,315.00
30.	Pull Box	2	EA	1,500.00	3,000.00
31.	Trenching	9,445	LF	5.00	47,225.00
32.	New Type IV Feedpoint	2	EA	11,000.00	22,000.00
33.	Spare Type A Pole	4	EA	750.00	3,000.00
34.	Spare Type C Pole	2	EA	2,200.00	4,400.00
35.	Spare Type A Luminaire	4	EA	1,000.00	4,000.00
36.	Spare Type C Luminaire	2	EA	350.00	700.00
				TOTAL	2,576,435.00

- 5.02** Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.03** Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.04** Bidder acknowledges that the Owner may accept the base Bid and any combination of alternates deemed in the best interests of the Owner, regardless of price.
- 5.05** Bidder acknowledges that any alternate, if accepted by the Owner, will be made a part of the Agreement. If the project is substantially complete or ready for final payment before the dates specified in the Agreement, the Contractor will not be entitled to additional compensation.

ARTICLE 6 – TIMES OF COMPLETION

- 6.01** Improvements to will be substantially complete on or before November 1, 2015. All work will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before November 15, 2015, subject to revisions in the Contract Time in accordance with the General Conditions.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times specified in Paragraphs 5.01, 5.02, and 5.03 for both completion deadlines.
- 6.03 Bidder acknowledges that the site is currently occupied for the completion of the 55th Crossing West – Street and Utility Improvements which is scheduled for completion on August 15th, 2015 after which time the site will become available. Should the construction be delayed due to delays in the 55th Crossing West – Street and Utility Improvements project, the Completion date may be extended at the formal request of the Contractor and as approved by the Engineer.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security, in an amount of five percent of the Bidder's base Bid price, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Article 5 of the General Conditions.
 - B. North Dakota Contractor's License or License Renewal.
 - C. HUD required Section 3 Equal Opportunity Employment (EOE) Forms.
 - D. **All of the above listed items (Bid Security, Contractor's License) must be included within the Bid Bond envelope on the outside of the Bid. Failure to include all of the above documentation within the Bid Bond envelope on the outside of the Bid will constitute a non-responsive Bid that will not be read.**

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Keller Paving & Landscaping, Inc. (SEAL)

State of Incorporation: ND

Type (General Business, Professional, Service, Limited Liability): service

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Dean Keller

Title: President (CORPORATE SEAL)

Attest: [Signature]

Date of Authorization to do business in North Dakota is 8/31/1993

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Third Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: Keller Paving & Landscaping, Inc.
1820 Highway 2 Bypass E
Minot ND 58701

Phone Number: 701-852-5030

Fax Number: 701-852-5570

SUBMITTED on 4/29, 2015.
North Dakota Contractor License No. 24502

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
RYON BOEN, CASEY L. TOMPKINS, BRENDA VOLLMER, LUALAN HANSON, ROBYN JONES

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

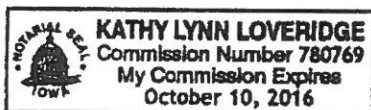
AUTHORITY FOR POWER OF ATTORNEY

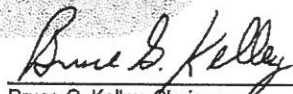
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

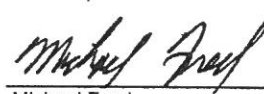
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 3rd day of FEBRUARY, 2015

Seals




Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7


Michael Freel
Assistant Vice President

On this 3rd day of FEBRUARY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.



Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 3, 2015 on behalf of:
RYON BOEN, CASEY L. TOMPKINS, BRENDA VOLLMER, LUALAN HANSON, ROBYN JONES

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of April, 2015

 Vice President

CORPORATION ACKNOWLEDGMENT

STATE OF North Dakota

)ss

COUNTY OF Ward)

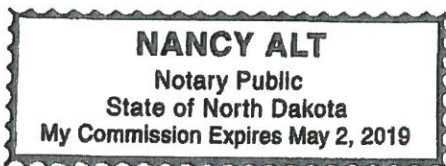
On this 29 day of April In the year 2015 before me,

Nancy Alt a Notary Public, personally appeared Dean Keller

Known to me (or proved to me on the oath of _____) to be the

President (or other office or person) of the corporation that is described in and that executed

The within instrument, and acknowledged to me that such corporation executed the same.



Nancy Alt

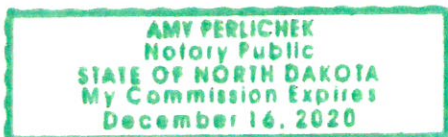
ACKNOWLEDGEMENT OF SURETY

STATE OF North Dakota)

)ss

COUNTY OF Ward)

On this 29th day of April in the year 2015 before me, Amy Perlichek a Notary Public, personally appeared Brenda Vollmer Known to me (or proved to me on the oath of _____) to be the Person who is described in and whose name is subscribed to the within instrument as the attorney-in-fact of Employers Mutual Casualty Company and acknowledged to me that they subscribed the name of Employers Mutual Casualty Company thereto as surety and their own name as attorney in fact.



Amy Perlichek

BID BOND

Bond No. B11526

KNOW ALL MEN BY THESE PRESENTS: That we, Keller Paving and Landscaping, Inc.

1820 Highway 2 Bypass East Minot, North Dakota 58701

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of North Dakota

, as Surety, are held and firmly bound unto the

City of Minot, North Dakota 515 Second Avenue SW Minot, North Dakota 58701

as obligee, in the sum of Five Percent of Amount Bid

_____ DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
Construction of Paving District 494 55th Crossing West. Minot, North Dakota
Project No. 3982

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 29th day of April, 20 15

Keller Paving and Landscaping, Inc.

Principal

By _____

Dean Keller

President

Employers Mutual Casualty Company

Surety

By:

Brenda Vollmer

Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

State of North Dakota

SECRETARY OF STATE



CONTRACTORS LICENSE RENEWAL

NO: 24502 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **KELLER PAVING & LANDSCAPING, INC.** whose address is Minot, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2016, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

KELLER PAVING & LANDSCAPING, INC. therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated February 25, 2015.

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

SECTION 3 ASSURANCE

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

1. I, the undersigned, Justin Thurn, as official representative of
(printed name)
Keller Paving & Landscaping, Inc. agree to comply with Section 3
(contractor)

requirements, to include record keeping and reporting, for the Paving District 494
(project)

It is understood that failure to comply may result in the following sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. a. The number of positions needed in this project: 5
Details of occupational categories provided in Attachment A yes (yes)
- b. The number of these positions to be filled by regular, permanent employees: 5
- c. The number of positions projected to be filled by low income area residents: 0
Details of occupational categories provided in Attachment A yes (yes)
- d. The number of subcontractors projected to be utilized for this project: 2
- e. The number of subcontractors projected to be Section 3 subcontractors: 2
- f. The number of businesses/suppliers projected to be utilized: 1
- g. The number of businesses/suppliers projected to be Section 3 businesses/suppliers:
0
- h. Details relating to business/supplies provided in Attachment B completed:
yes (yes)

3.

Justin Thurn
Authorized Signature

4/29/2015
Date

S3-4 (2/95)

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

Section 3 — Attachment A

ESTIMATED PROJECT WORK FORCE BREAKDOWN

1 Job Category	2 Total Estimated Positions Needed for Project	3 No. Of Positions Occupied by Permanent Employees	4 No. of Positions Not Occupied	5 No. of Positions to be Filled with Section 3 Residents	6 Approximate Hiring Date
Supervisor	1	1	0	0	—
Professional	—	—	0	0	—
Technical	—	4	0	0	—
Office/Clerical	1	1	0	0	—
Others	—	—	0	0	—
TRADE: Operators					
Journeyman	3	3	0	0	—
Apprentices	—	—	0	0	—
Trainees	—	—	0	0	—
Others	—	—	0	0	—
TRADE:					
Journeyman	—	—	0	0	—
Apprentices	—	—	0	0	—
Trainees	—	—	0	0	—
Others	—	—	0	0	—
TOTALS	—	—	0	0	—
Section 3 Resident Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.			Keller Paving & Landscaping, Inc. Company 1820 Highway 2 Bypass E Company Address Paving District 494 Project Name and Number 701-852-5030 Telephone Number		
Justin Thurn		4/29/2015			
Person Completing Form		Date			

Equal Employment Opportunity.

During the performance of this contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the city setting forth, the provisions of this non-discrimination clause.
- b. The Consultant will in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974.

- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 504 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

CONSTRUCTION BID DOCUMENTS

The documents on the following page must be included in all bid packages, if applicable. They are to be completed by the contractor bidding and returned before or during bid opening.

*Remember to include all applicable Labor provisions in the bid documents.

If the project is not a Section 3 project do not include pages C.10-C.12.

Section 3 — Attachment B

[illegible]

-C.12-

CONSTRUCTION CONTRACTS

The provisions on the following pages must be included in construction contracts.

***Remember to include all applicable Labor provisions in the construction contracts.**

SPECIAL EQUAL OPPORTUNITY PROVISIONS

Activities and Contracts Not Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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.
- b. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractors shall incorporate foregoing requirements in all subcontracts.

Section 109 of the Housing and Community Development Act of 1974. (All Contracts).

- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

24 CFR Part 135 §135.38. This clause must be included in all Section 3 covered Contracts and Subcontracts.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (24 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Segregated Facilities (All Contracts Over \$2,000).

The Contractor or Subcontractor will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Section 504 Handicapped (If \$2,500 or Over).

Affirmative Action for Handicapped Workers

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Executive Order 11245 (Contracts/Subcontracts \$10,000 and Above).

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. If this is a Section 3 project, the goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation in for each trade	Goals for female participation in each trade
	Insert goals for each year	Insert goals for each year

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based in its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through-out the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive.

Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

Standard Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246).

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any persons to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regard less of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organizations and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct his recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7A through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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

form HUD-4010 (07/2003)
ref. Handbook 1344.1

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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 29 CFR Part 3;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) Apprentices. 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.

(ii) **Trainees.** 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 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. 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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph

graph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: ND150002 01/02/2015 ND2

Superseded General Decision Number: ND20140002

State: North Dakota

Construction Type: Highway

Counties: North Dakota Statewide.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/02/2015

ELEC0714-002 09/29/2013

ADAMS, BILLINGS, BOTTINEAU, BOWMAN, BURKE, BURLIEGH, DIVIDE, DUNN, EMMONS, GOLDEN VALLEY, GRANT, HETTINGER, MCHENRY, MCKENZIE, MCLEAN, MERCER, MORTON, MOUNTRIAL, OLIVER, PIERCE, RENVILLE, ROLLETTE, SHERIDAN, SOIUX, SLOPE, STARK, WARD, & WILLIAMS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 34.46	29.5%+5.00
ELECTRICIAN.....	\$ 34.06	29.5%+5.00

ELEC0714-003 09/29/2013

LINE CONSTRUCTION:

	Rates	Fringes
Line Construction		
CABLE SPLICER.....	\$ 34.15	29.5%+5.00
GROUNDMAN.....	\$ 20.49	29.5%+5.00
LINE EQUIPMENT OPERATOR.....	\$ 30.74	29.5%+5.00
LINEMAN.....	\$ 34.15	29.5%+5.00

ELEC1426-002 06/01/2014

BARNES, BENSON, CAVALIER, DICKEY, EDDY, FOSTER, GRAND FORKS, GRIGGS, KIDDER, LAMOURE, LOGAN, MCINTOSH, NELSON, PEMBINA,

RAMSEY, RANSOM, RICHLAND, SARGENT, STEELE, STUTSMAN, TOWNER,
TRAILL, WALSH, & WELLS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 28.30	11.26
ELECTRICIAN.....	\$ 27.59	11.37

* ENGI0049-001 10/01/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 26.45	14.35
GROUP 2.....	\$ 25.55	14.35
GROUP 3.....	\$ 25.30	14.35
GROUP 4.....	\$ 25.15	14.35
GROUP 5.....	\$ 24.30	14.35
GROUP 6.....	\$ 23.00	14.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: All Cranes 60 tons and over, Cranes doing piling, sheeting, dragline/clam work, Derrick(Guy & Stiff), Gentry Crane Operator, Helicopter Operator, Mole Operator or Tunnel Mucking Machine, Power Shovel 3-1/2 CY. and over and Traveling Tower Crane.

GROUP 2: All Cranes 21 tons and up to 59 tons, Backhoe Operator 3 CY. and over, Creter Crane, Dredge Operator 12' and Over, Equipment Dispatcher, Finish Motor Grader, Front End Loader Operator 8 CY. and over, Master Mechanic (When supervising 5 or more Mechanics), Mon-o-rail Hoist Operator, Power Shovel up to and including 3-1/2 CY. and Tugboat.

GROUP 3: Cranes 20 tons and under, Asphalt Paving Machine Operator, Asphalt Plant Operator, Automated Grade Trimmer, Backhoe Operator 1 CY. up to and including 2-1/2 CY., Boom Truck Hydraulic (8 Tons & over), Cableway Operator, Concrete Batch Plant Operator(electronic or manual), Concrete Mixer Paving Machine Operator, Concrete Paver-Bridge Decks, Concrete Pump, Concrete Spreader Operator & Belt Placer, Crushing Plant Operator, Dozer Operator, Dredge Operator or Engineer 11' and under, Drill Rigs, Heavy Duty Rotary or Chum or Cable Drill, Front End Loader (3-1/2 CY. up to and including 7-1/2 CY.), Gravel Washing & Screening Plant Operator, Locomotive, all types, Mechanic or Welder(heavy duty), Motor Grade Operator, Pavement Breaker (Non-Hydro Hammer type, Pipeline Wrapping, Cleaning & Bending Machine Operator, Power Actuated Auger and Horizontal Boring Machine Operator 6' and over, Refrigeration Plant Engineer, Roto Milling Machine (Surface Planer) 43' & over, Scraper Operator, Slip Form Concrete Paving Operator, Tandem Pushed Quad 9 or similar, Tractor with Boom Attachment, Trenching Machine- 100 HP. and over.

GROUP 4: Articulated/Off Road Hauler, Asphalt Dump Person,

4/9/2015

Asphalt Paving Screed Operator, Backhoe - up to and including 1/2 CY., Boring Machine locator, Console Board Operator, Distributor Operator (Bituminous), Forklift Operator, Front End Loader- 1-1/2 CY. up to and including 3 CY., Grade Person, Gravel Screening Plant Operator (not Crushing or Washing), Greaser, Lazer-Screed Operator, Longitudinal Float and Spray Operator, Micro surfacer Machine, Motor Grade Operator-Hual Roads, Paving Breaker-Hydro Hammer Type, Pugmill Operator, Push Tractor, Roller, Steel & Rubber on Hot Mix Asphalt Paving, Rotomill Machine (Surface Planer), up to and including 42'', Rumble Strip Machine, Sand and Chip Spreader, Self-propelled Sheepsfoot Packer with or without Blade attachment, Self-propelled Traveling Soil Stabilizer, Sheepsfoot Packer with Dozer attachment- 100 HP and over, Shouldering Machine, Slip Form, Curb & Gutter Operator, Slurry Seal Machine, Tamping Machine Operator, Tie Tamper and Ballast Machine, Trenching Machine Operator- 46 HP up to and including 99 HP, Truck Mechanic, Well Points, Tub Grinder, Fuel/Lube Operator.

GROUP 5: Boom Truck- A- Frame or Hydraulic 2 tons up to and including 7 tons, Broom-Self propelled, Concrete Saw (Power Operated), Cure Bridge Operator, Front End Loader Operator, less than 1-1/2 CY., Mobile Cement Mixer, Power Actuated Auger & Horizontal Boring Machine Operator up to and including 5", Roller, on other than Hot Mix Asphalt Paving, Oilers, Vibrating Packer Operator (Pad Type) Self-propelled, Water Spraying Equipment-Self Propelled, Skidsteer Operator with Attachments.

GROUP 6: Brakeman or Switchman, Curb Machine Operator (Manuel), Dredge or Tugboat Deckhand, Drill Truck Gravel/Testing Operator, Form Trench Digger (Power), Gunite Operator Gunall, Paint Machine Striping Operator, Pick-up Sweeper, 1CY. & over Hopper Capacity, Scissor Jack-Self Propelled Platform Lift, Straw Mulcher and Blower, Stump Chipper Operator, Tractor Pulling Compaction or Aerating Equipment, Trenching Machine Operator- up to and including 45 HP., Assistant/Apprentice Operator.

TEAM0638-002 10/01/2014

	Rates	Fringes
TRUCK DRIVER		
Euclid over 20 yds.....	\$ 27.62	11.20
Single Axle Trucks.....	\$ 25.67	11.20
Tandem Tri Axle Semi, Low Boy and Off Road Heavy Duty End Dumps 20 yds & under.....	\$ 26.10	11.20
Tandem Tri/ Axle Truck.....	\$ 25.79	11.20

SUND2002-001 09/06/2013

	Rates	Fringes
Electrician Cass County.....	\$ 14.72	3.40

CARPENTER.....	\$ 26.40	4.90
Cement Mason/Finisher.....	\$ 26.40	4.90
Laborers:		
GROUP 1:.....	\$ 18.80	1.00
GROUP 2:.....	\$ 19.05	1.00
GROUP 3:.....	\$ 19.20	1.00
GROUP 4:.....	\$ 19.95	1.00

LABORERS CLASSIFICATIONS

GROUP 1: General Construction Laborers: Sack Shaker (cement and mineral filler): Pipe Handler: Drill Runner Tender: Salamander Heater and Blower Tender, Light truck, Pickup Driver, Flaggers and Pilot Car Drivers.

GROUP 2: Semi Skilled Laborer: Bulk Cement Handler: Conduit Layer, Telephone or Electrical: Form Setter (pavement): Gas Electric or pneumatic tool operator: Chipping Hammer, Grinders and Paving Brakers (tamper-drit) Concrete Vibrator Operator: Chain Saw Operator: Concrete Saw Operator: Concrete Curing Man (not water): Bituminous worker (Shoveler, Dumper, Raker and Floated): Kettleman (bituminous or lead): Concrete Bucket Signlman: Power Buggy Operator: Brick and Mason Tender: Multiplate Pipelayer: Culvert Pipe Layers: Carpenters Tenders.

GROUP 3: Caisson Worker: Bottom Man (sanitary sewer, storm sewer water and gas liners): Concrete Mixer Operator (one bag capacity): Mortar Mixer.

GROUP 4: Pipe Layers (sanitary sewer, storm sewer, water and gas lines): Drill runner (includes Wagon Churn or Air Track) Powderman, Gunite and Sandblast, Nozzleman, Reinforcing Steel Setters/Tiers, Concrete Finishers Tender.

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

=====

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

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, DC 20210

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

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

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

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

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

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

END OF GENERAL DECISION

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Keller Paving & Landscaping, Inc.
1820 Highway 2 Bypass E
Minot ND 58701

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☒ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☒ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions.
☒ Yes ☐ No ☐ None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please type)

Justin Thurn Estimator

SIGNATURE

DATE

Justin Thurn

4/29/2015

Replaces Form HUD-1238.CD-1, which is obsolete.

HUD-950.1(11-78)

**CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES**

Keller Paving & Landscaping, Inc. Paving District 494
Name of Prime Contractor Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings.
- c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Justin Thum Estimator
Name and Title of Signer (Print or Type)

[Signature] 4/29/2015
Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):

City of Minot

c/o

Ackerman-Estuard Engineering

Date

4/29/2015

Project Number (if any)

Project Name

Paving District 494

1. The undersigned, having executed a contract with *City of Minot* for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

a. The legal name and the business address of the undersigned are:

Keller Paving & Landscaping, Inc.

1820 Highway 2 Bypass E Minot ND 58701

b. The undersigned is:

- ☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF *ND*
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<i>Dean Keller</i>	<i>President/treasurer</i>	<i>1820 Highway 2 Bypass E</i>
<i>Don Keller</i>	<i>Vice-President/secretary</i>	<i>Minot ND 58701</i>

HUD-1421(6-75)

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
none		

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
none		

Keller Paving & Landscaping, Inc.
(Contractor)

Date 4/29/2015 By [Signature]

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

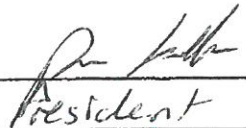
State of North Dakota)

County of Ward) ss.

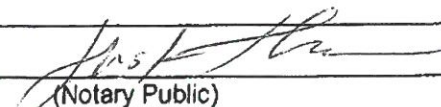
Dean Keller, being first duly sworn, deposes and says that:

1. He is President of Keller Paving & Landscaping, Inc. the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Grantee/Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

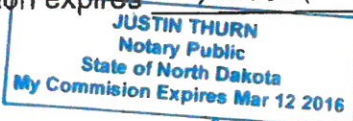
(Signed)


President
(Name & Title)

Subscribed and sworn to before me
this 29th day of April, 2015


(Notary Public)

My commission expires March 12, 2016.



SECTION 3 ASSURANCE

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

1. I, the undersigned, RICHARD O. LOCHTHOWE, as official representative of
(printed name)
MAIN ELECTRIC CONSTRUCTION, INC. agree to comply with Section 3
(contractor)
requirements, to include record keeping and reporting, for the 55TH ST. CROSSING WEST
(project)

It is understood that failure to comply may result in the following sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. a. The number of positions needed in this project: 4
Details of occupational categories provided in Attachment A YES (yes)
- b. The number of these positions to be filled by regular, permanent employees: ALL
- c. The number of positions projected to be filled by low income area residents: 0
Details of occupational categories provided in Attachment A YES (yes)
- d. The number of subcontractors projected to be utilized for this project: 0
- e. The number of subcontractors projected to be Section 3 subcontractors: 0
- f. The number of businesses/suppliers projected to be utilized: 2
- g. The number of businesses/suppliers projected to be Section 3 businesses/suppliers:
0
- h. Details relating to business/supplies provided in Attachment B completed:
YES (yes)

3.

RICHARD O.
LOCHTHOWE

Digitally signed by RICHARD O. LOCHTHOWE
DN: cn=RICHARD O. LOCHTHOWE, o=MAIN
ELECTRIC CONSTRUCTION, INC.,
ou=MANAGEMENT, email=MAINMAN@SRT.COM,
c=US
Date: 2015.04.29 08:56:01 -05'00'

4/29/2015

Authorized Signature

Date

S3-4 (2/95)

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

Section 3 — Attachment A

ESTIMATED PROJECT WORK FORCE BREAKDOWN

1	2	3	4	5	6
Job Category	Total Estimated Positions Needed for Project	No. Of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents	Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman	1	1	0		
Apprentices	2	2	0		
Trainees	1	1	0		
Others					
TOTALS	4	4	0		
<u>Section 3 Resident</u> Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule. <div> <div>RICHARD O. LOCHTHOWE</div> <div>4-29-15</div> </div>			MAIN ELECTRIC CONSTRUCTION, INC <hr/> Company 2626 VALLEY ST, P.O. BOX 936. MINOT, ND <hr/> Company Address 55TH ST CROSSING WEST <hr/> Project Name and Number <hr/> Telephone Number 701-852-3315		
Pers on Completing Form			Date		

S3-5 (2/95)

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Application _____

Project Number Paving District 494

Contractor/Engineer Ackerman-Esthold / Keller Paving + Landscaping Inc

Address, City, State, and Zip 1820 Highway 2 Bypass E Minot ND 58701

Contact Person Justin Thum Telephone No 701-852-5030

Amount of Contract \$2,576,435.00 MBE Percentage _____ WBE Percentage _____

1. MBE _____

Subcontractor Velva Environmental

WBE _____

Address, City, State, Zip PO Box 173
Velva, ND 58790

Contact Person Quinn Long

Amount of Subcontract \$4,250.00

Tax ID No TBD

Scope of Work Seedling

2. MBE _____

Subcontractor Main Electric

WBE _____

Address, City, State, Zip 2626 Valley St Minot ND 58701

Contact Person Kent Engel

Amount of Subcontract \$306,005.65

Tax ID No TBD

Scope of Work Electrical

3. MBE _____

Subcontractor _____

WBE _____

Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____

Tax ID No _____

Scope of Work _____

4. MBE _____

Subcontractor _____

WBE _____

Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____

Tax ID No _____

Scope of Work _____

BIDDER

SECTION 3 PLAN FORMAT

Keller Paving & Landscaping Inc.

If award is received, _____ (name of contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Minot

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert the Section 3 Contract Provisions clause in all subcontracts over \$100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.)
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hirees and subcontractors utilized on this project.

Keller Paving & Landscaping, Inc.

As officers and representatives of _____ (Name of Bidder), we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Just [Signature]

Signature

Estimator

Title

4/29/2015

Date

Signature

Title

Date

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

[illegible]

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 50%) by persons residing in the same non-metropolitan county as the project.

Keller Paving & Landscaping, Inc.

Company

Paving District 494

Project Name

Project Number

Sister Theron

Person Completing Form

4/29/2015

Date _____

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. Of Positions to be Filled with Section 3 Residents
Officer/Supervisors	1	1	0	0
Professionals	-	-	0	0
Technical	-	-	0	0
Hsq Sales/Rental Mgmt.	-	-	0	0
Office/Clerical	1	1	0	0
Service Workers				
Others				
TRADE:	<i>Operators</i>			
Journeyman	3	3	0	0
Helpers	-	-	0	0
Apprentices	-	-	0	0
Trainees	-	-	0	0
Others	-	-	0	0
TRADE:	-	-	0	0
Journeyman	-	-	0	0
Helpers	-	-	0	0
Apprentices	-	-	0	0
Trainees	-	-	0	0
Others	-	-	0	0

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

Keller Paving & Landscaping, Inc
Company

Paving District 494
Project Name

Project Number

Justin Thum
Person Completing Form

4/29/2015
Date

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TABLE C
CONTRACTOR'S SECTION 3 NEW HIRES REPORT

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. Of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

Company

Project Name

Project Number

Person Completing Form

Date

*This page intentionally left blank
to be filled out after award*

TABLE D
CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION R.L. 0

Project Number

Prime Contractor

Address

Contract Amount

Name of Subcontractor	Section 3 Business*	Address and Phone Number	Trade, Service, or Supply	Contract Amount	Award Date
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

*Check if a Section 3 Business Concern

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project

Total Dollar Amount Awarded to Section 3 Busin

Notice to Proceed

Project: Paving District 494 55 th Crossing West	Owner: City of Minot, North Dakota	Owner's Contract No.: 3982
Contract: Paving District 494 55 th Crossing West		Engineer's Project No.: 12-0146.06
Contractor: Keller Paving and Landscaping, Inc.		
Contractor's Address: 1802 Highway 2 Bypass East Minot, ND 58701		

You are notified that the Contract Times under the above contract will commence to run on 6/18/15. On or before that date, you are to start performing your obligations under the Contract Documents.

Before you may start any construction at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

City of Minot, North Dakota

By: 

Title: City Engineer

Dated: 6/25/15