

FOLEY CONSTRUCTION COMPANY

EARTH MOVING and UNDERGROUND UTILITY CONTRACTORS

5401 VICTORIA AVENUE, SUITE 300

DAVENPORT, IA 52807-2991

TELEPHONE (563) 344-9333 FAX (563) 344-3749

Dear Subcontractor:

We are no longer sending out annual Material Hauling Subcontract agreements. This new contract is continuous until either party terminates. Please complete and return to our office the requirements below.

- Material Hauling Subcontract Agreement – please **read** the enclosed contract, **sign** on the required pages and **return both copies**. **Required signatures are as follows:**
 - Signature on **Page 9**
 - Drug-free Workplace Certificate on **Page 10**
 - Certification of Nonsegregated Facilities on **Page 11**
 - Certification of Equal Employment Opportunity on **Page 12**
- Taxing authority forms including:
 - Form W-9 Request for Taxpayer Identification Number and Certification
 - Centralized Employee Registry Contractor Reporting
- Certificate of Insurance - A **sample** Certificate of Insurance & a letter to send to your insurance agent are enclosed for reference of this requirement. **If you fail to meet any of the policy requirements, your certificate will be denied. Please make sure this is sent to us annually.**
- Signing a contract with the local union - Teamsters Local 371 – If your business is within the area of the local union a contract **must** be signed with them. Please call 309-787-4456 to question if this pertains to you.

We are able to utilize **only** those contractors who meet the above requirements. If your company has performed on a job for us, we will hold your payment until the requirements are met. If you have any questions, please feel free to call me at 563-344-3732.

Please complete page 13 - required information on your trucking firm and let us know if and when anything changes.

Sincerely,

Jackie Gentry
Bookkeeper

MATERIAL HAULING SUBCONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and _____ by and between
Foley Construction Company, 5401 Victoria Avenue, Suite 700, Davenport, Iowa 52807, hereinafter called the CONTRACTOR and
_____, hereinafter called the SUBCONTRACTOR.

(Company Name)

(Address)

WITNESSETH; That the said CONTRACTOR and SUBCONTRACTOR, in consideration of the mutual promises herein contained, do covenant and agree as follows:

WHEREAS, the CONTRACTOR has entered into a contract with various owners (hereinafter called the Owner) for any work for Foley Construction Company, which is hereinafter called the General Contract.

ARTICLE ONE

The General Contract, as the term is used herein, also includes all documents appurtenant thereto including, but not limited to (1) Plans, (2) Specifications, (3) Drawings, (4) General and special conditions, (5) Addenda, and (6) (list other conditions). The General Contract is hereby made a part of this Agreement. The SUBCONTRACTOR will adhere to and be bound by all the requirements of the General Contract.

ARTICLE TWO

By the means of this Agreement, the SUBCONTRACTOR does agree to furnish, erect and install all materials and perform all work and in every respect complete the following part of the Project, as defined by the General Contract, items at the Subcontract Unit Prices set forth herein. The quantities, if any, are estimates. Payment hereunder shall be limited to the actual quantities of work installed and accepted by the OWNER, as set forth on the Final Payment Estimate and/or Certification constituting the basis for the Final Payment by the OWNER to the CONTRACTOR.

The items of work to be performed hereunder by the SUBCONTRACTOR are as follows:

Truck hauling as mutually agreed upon between CONTRACTOR and SUBCONTRACTOR on each specific CONTRACTOR project.

ARTICLE THREE

The SUBCONTRACTOR acknowledges that the SUBCONTRACTOR (1) has examined the site of the proposed work and is familiar with the conditions surrounding same and (2) has examined the plans and drawings and has studied, and is acquainted with, the requirements of the General Contract. The SUBCONTRACTOR will perform and observe all obligations of the CONTRACTOR under the General Contract relating to that portion of the work hereby sublet. SUBCONTRACTOR waives any right to plead any misunderstanding or mistake regarding the circumstances of the job. No additional compensation will be allowed because of SUBCONTRACTOR'S failure to make such examinations.

ARTICLE FOUR

The SUBCONTRACTOR understands and agrees that any decision, interpretation, or determination of the said General Contract by said OWNER binding upon the CONTRACTOR, shall be binding also on the SUBCONTRACTOR.

ARTICLE FIVE

The SUBCONTRACTOR will promptly begin the work required of him hereunder within 12 hours of verbal notice to proceed as issued by the CONTRACTOR, and the SUBCONTRACTOR will diligently prosecute and complete the said work as rapidly as the CONTRACTOR shall judge that the progress of the work will permit, unless the SUBCONTRACTOR is delayed by other subcontractors of the CONTRACTOR, other prime contractors of the OWNER, or the OWNER. In the event the SUBCONTRACTOR is delayed for these reasons, the SUBCONTRACTOR will promptly notify the CONTRACTOR in writing, who (if satisfied that the delay is caused by other than the SUBCONTRACTOR) will allow additional time sufficient in the CONTRACTOR'S judgment to compensate for the time so lost.

The SUBCONTRACTOR shall complete the several portions, and the whole of the work comprehended in the Agreement by and at the time or times hereinafter stated, to wit:

In accordance with the CONTRACTOR'S approved progress schedule.

The SUBCONTRACTOR agrees that the time allotted hereunder is sufficient for the completion of his work. The SUBCONTRACTOR acknowledges and agrees that any damages, penalties, or injuries sustained by the CONTRACTOR because of the failure of the SUBCONTRACTOR to complete his work within the time and schedule herein allotted, will be reimbursed to the CONTRACTOR by the SUBCONTRACTOR. Failure of the SUBCONTRACTOR to complete his work within the time and schedule herein allotted shall be conclusive evidence of the SUBCONTRACTOR'S responsibility to the CONTRACTOR for damages sustained. The responsibility of the SUBCONTRACTOR hereunder shall not exceed his proportionate share of the total delay in completion of the Project, where such total delay in the Project's completion exceeds the time of delay actually attributable to the SUBCONTRACTOR.

ARTICLE SIX

The CONTRACTOR will make partial payments to the SUBCONTRACTOR for the work performed and the materials furnished by the SUBCONTRACTOR as monies are received by the CONTRACTOR from the OWNER. The CONTRACTOR will make payments to the SUBCONTRACTOR within ten (10) working days after receipt of services by the SUBCONTRACTOR.

Prior to issuance of any payments by the CONTRACTOR to the SUBCONTRACTOR, CONTRACTOR may request of the SUBCONTRACTOR to furnish to the CONTRACTOR (in a form suitable to the CONTRACTOR) an application for the payment then due together with receipts, waivers of claim, and other evidence showing the SUBCONTRACTOR'S payment for materials, labor and other expenses incurred in the SUBCONTRACTOR'S work hereunder. The percentage so withheld will not be paid to the SUBCONTRACTOR until (10) days after final payment for all work performed hereunder has been made to the CONTRACTOR by the OWNER, and the OWNER has issued to the CONTRACTOR a final acceptance of the project.

The CONTRACTOR may withhold the whole or any part of any payment due to the SUBCONTRACTOR to the extent necessary to protect and indemnify the CONTRACTOR from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, or (c) failure of the SUBCONTRACTOR to make payments promptly for material or labor.

The SUBCONTRACTOR hereby authorizes the CONTRACTOR (1) to deduct from any amount due or becoming due the SUBCONTRACTOR under this Agreement for all amounts owing from the SUBCONTRACTOR to (a) the CONTRACTOR for backcharges or services furnished for the account of the SUBCONTRACTOR, (b) the CONTRACTOR for damages sustained whether through negligence of the SUBCONTRACTOR or through failure of the SUBCONTRACTOR to act as may be otherwise detailed herein, (c) other materialmen, (d) other subcontractors, (e) laborers, and (f) others for services and materials furnished to the SUBCONTRACTOR for the work performed under this Agreement and (2) to apply the amount so deducted to the payment of said materials, services, damages, or backcharges applying such monies so available in the order hereinbefore set forth.

ARTICLE SEVEN

If the OWNER by the terms of the General Contract makes changes to the work to be done by the SUBCONTRACTOR under this Contract, then the SUBCONTRACTOR agrees to perform the work necessitated by such changes whether the changes alter, add to or deduct from the work to be performed under this Contract. The value of any such changes will be determined as follows: (1) by the unit price named in this Agreement, if possible; or (2) by agreement in writing between the CONTRACTOR and the SUBCONTRACTOR as to the value of the work. In any event, the SUBCONTRACTOR will keep and present, in any form as the CONTRACTOR may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

If the SUBCONTRACTOR claims or intends to claim (1) that any work to be done by the SUBCONTRACTOR involves extra cost under this Agreement or (2) that the SUBCONTRACTOR is entitled to payment for any extra work to be performed or extra materials to be delivered under this Agreement, the SUBCONTRACTOR will give the CONTRACTOR written notice thereof before proceeding to execute the work. The SUBCONTRACTOR will be allowed payment for claims for extra work or materials only if and when said claims are allowed and paid by the OWNER.

ARTICLE EIGHT

The SUBCONTRACTOR agrees to assume entire responsibility for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the work provided for in this Agreement or occurring or resulting from the use by the SUBCONTRACTOR, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the CONTRACTOR, the OWNER, the SUBCONTRACTOR, or third parties, and the SUBCONTRACTOR agrees to defend, indemnify and save harmless the CONTRACTOR and the OWNER, their agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the CONTRACTOR or the OWNER may be claimed to be negligent or liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph, and the SUBCONTRACTOR further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverages as will insure the provisions of this Article, to the fullest extent available.

In any and all claims against the CONTRACTOR or the OWNER or any of their agents or employees, by any employee of the SUBCONTRACTOR, anyone directly or indirectly employed by the SUBCONTRACTOR, or anyone for whose acts the SUBCONTRACTOR may be liable, the indemnification under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the SUBCONTRACTOR under Workers' or Workmen's Compensation acts, disability acts or other employee benefit acts.

Prior to commencing any work hereunder, the SUBCONTRACTOR shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of operations by the SUBCONTRACTOR or by any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, the minimum coverages and limits of liability specified in the paragraph below, or if greater, any coverages or limits of liability specified in the contract documents for subcontractors or required by law. It is understood and agreed, authorization is hereby granted CONTRACTOR to withhold payments to the Subcontractor until a properly executed Certificate of Insurance, providing insurance as required herein, accompanied by a signed subcontract are received by CONTRACTOR.

The SUBCONTRACTOR shall procure the following minimum insurance coverages and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate (per project)
Commercial Automobile Liability	\$2,000,000 any one accident or loss

Commercial General Liability insurance required under this paragraph shall be on ISO Form CG 00 01 1093 or it equivalent and include coverage for Products/Completed Operations which shall be maintained for one (1) year after completion of the work or such longer period as the contract documents may require. The SUBCONTRACTOR's indemnity obligations under this Article, and other contractual indemnities assumed by the SUBCONTRACTOR under the contract documents shall be covered as "insured contracts." Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles.

Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

The SUBCONTRACTOR shall endorse its Commercial Liability, Commercial Automobile Liability, and Umbrella\Excess Liability policies to add the CONTRACTOR and the OWNER as "additional insureds" with respect to liability arising out of (a) operations performed for the CONTRACTOR or the OWNER by the SUBCONTRACTOR, (b) acts or omissions of the CONTRACTOR

or the OWNER in connection with their general supervision of the SUBCONTRACTOR's operations and (c) claims for bodily injury or death brought against the CONTRACTOR or the OWNER by the SUBCONTRACTOR's employees, or the employees of SUBCONTRACTOR's subcontractors of any tier, however caused, related to the performance of operations under this Agreement. Such insurance afforded to the CONTRACTOR and the OWNER as "additional insureds" under the SUBCONTRACTOR's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the CONTRACTOR or the OWNER.

The SUBCONTRACTOR shall maintain in effect all insurance coverages required under this paragraph, or by the other contract documents, at the SUBCONTRACTOR's sole expense and with insurance companies acceptable to the CONTRACTOR.

All insurance policies shall contain a provision that coverages afforded thereunder shall not be canceled, or restrictive modifications added, without thirty (30) days prior written notice to the CONTRACTOR. Certificates of Insurance shall be filed with the CONTRACTOR *prior* to the start of the SUBCONTRACTOR's work. Such Certificates of Insurance shall be in a form acceptable to the CONTRACTOR and shall provide satisfactory evidence that the SUBCONTRACTOR has complied with all insurance requirements, including evidence that the CONTRACTOR and the OWNER have been added as "additional insureds."

It is expressly understood that the insurance provisions are in addition to and not limited by any provisions provided elsewhere and shall be maintained throughout the duration of the SUBCONTRACTOR'S work as stipulated and as mutually agreed in ARTICLE TWO.

ARTICLE NINE

The SUBCONTRACTOR will make all payments for taxes on the payrolls of all persons employed by the SUBCONTRACTOR assessed, levied or due under any state or federal act or acts relating to persons employed by the SUBCONTRACTOR. The SUBCONTRACTOR will further assume and make payment of all taxes levied by any taxing authority or body on any work performed or material purchased, used or delivered by the SUBCONTRACTOR under this Agreement.

ARTICLE TEN

The SUBCONTRACTOR will obtain and pay for all permits and licenses and will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on or in any way affecting the conduct of the work being performed by the SUBCONTRACTOR and will save the CONTRACTOR harmless by reason of the violation by the SUBCONTRACTOR of any laws, ordinances, rules and regulations.

ARTICLE ELEVEN

The SUBCONTRACTOR will prosecute the work at all times in such manner as the CONTRACTOR may regard as best calculated to coordinate with the work of the CONTRACTOR and subcontractors of the CONTRACTOR and other contractors engaged upon the work. The SUBCONTRACTOR will immediately remove any employees of the SUBCONTRACTOR objectionable to the CONTRACTOR or the OWNER.

The SUBCONTRACTOR will confine the SUBCONTRACTOR'S apparatus, storage of materials and the operations of the SUBCONTRACTOR'S workmen to limits indicated by law, ordinances or permits or rules and regulations of any governmental authority exercising jurisdiction in the premises. The SUBCONTRACTOR will not unreasonably encumber the premises upon which the SUBCONTRACTOR'S work is to be performed with materials and will not load or unload, and will not permit any part of any structure to be used, in such a manner as to endanger its safety or the safety of any person or persons or any property. The SUBCONTRACTOR will at all times keep the premises upon and about which the SUBCONTRACTOR is performing work free from accumulations of waste material or rubbish caused by the SUBCONTRACTOR'S EMPLOYEES OR THE subcontractor's work. At the completion of the work, the SUBCONTRACTOR will remove his rubbish from the premises on and about which he has been working and generally clean up the portion of the premises on which he has been working. SUBCONTRACTOR shall have present on the job at all times, a competent foreman and superintendent, satisfactory to the CONTRACTOR, with full authority to take all requisite actions and maintain such equipment as is required to perform the work hereunder, and procure sufficient labor and materials to diligently perform the work hereunder.

ARTICLE TWELVE

If (1) the SUBCONTRACTOR fails to prosecute the work being performed by the SUBCONTRACTOR hereunder diligently and properly, or (2) the SUBCONTRACTOR does not fully complete the work within the time designated in this contract for its

completion, or (3) the SUBCONTRACTOR is adjudged a bankrupt, or (4) the SUBCONTRACTOR makes a general assignment for the benefit of the SUBCONTRACTOR'S creditors, or (5) a receiver is appointed for the SUBCONTRACTOR on the ground of insolvency, or (6) the SUBCONTRACTOR repeatedly refuses or fails to supply enough properly skilled workmen or proper materials, or (7) the SUBCONTRACTOR fails to make prompt payment for materials or labor, or (8) the SUBCONTRACTOR persistently disregards laws or ordinances relative to his performance hereunder, or (9) the SUBCONTRACTOR fails to perform any provision of this Agreement, or (10) if CONTRACTOR, after demanding written assurances of performance, feels insecure with SUBCONTRACTOR'S performance or ability to perform: then the SUBCONTRACTOR shall be in default under this contract.

Then the CONTRACTOR may notify the SUBCONTRACTOR to discontinue all work or any part thereof under this AGREEMENT and, after one day's written notice to the SUBCONTRACTOR served upon the SUBCONTRACTOR either personally or by leaving said notice at the SUBCONTRACTOR'S place of residence or business or with the SUBCONTRACTOR'S agent in charge of the work, then the CONTRACTOR, in addition to all other remedies, shall have full power and authority, without violating this Contract, to take over the completion of the work, and make good any deficiencies which the CONTRACTOR regards as proper for the due performance of the work herein. In the performance thereof the CONTRACTOR (1) may take possession of and utilize such plants, machinery, equipment or materials as the CONTRACTOR finds upon the site of the work or as are being used in connection with said work by the SUBCONTRACTOR, allowing to the SUBCONTRACTOR a reasonable amount for the cost of such material or the use of such plants, machinery and equipment at the reasonable market rate, and after giving credit for such allowance or allowances, (2) may deduct the cost of performance of said work from any amount then or thereafter due the SUBCONTRACTOR and (3) may recover from the SUBCONTRACTOR any balance of the cost of performance of said work after application thereto of all amounts then or thereafter due the SUBCONTRACTOR.

ARTICLE THIRTEEN

The assignment by the SUBCONTRACTOR of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof, without the written consent of the CONTRACTOR will be void.

ARTICLE FOURTEEN

The SUBCONTRACTOR will not sublet this Agreement or any portion thereof without prior written consent of the CONTRACTOR. Such written consent when and if granted, will not relieve the SUBCONTRACTOR of any of his obligations hereunder. CONTRACTOR has the right to require any assigns to assume the obligations of SUBCONTRACTOR under this Contract.

ARTICLE FIFTEEN

This Agreement contains all of the terms of the agreement between the parties respecting the work, and all prior negotiations, conversations and writings between the parties with respect to the Contract are rescinded. No contemporaneous or subsequent conversation or writing will have any force or effect to modify this Agreement unless reduced to a writing signed by an authorized representative of each party.

ARTICLE SIXTEEN

SUBCONTRACTOR hereby warrants all work and materials performed, furnished or supplied in the course of its performance under this Contract are free from defects in material and workmanship during the same period for which the CONTRACTOR may be liable under the General Contract.

SUBCONTRACTOR further warrants that all materials furnished or supplied hereunder are fit for the ordinary and particular purpose for which they are being employed. SUBCONTRACTOR further covenants and warrants that all work and materials performed, furnished and supplied in the course of its performance under this Contract are in accordance with the current edition of the DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

No payment on account to SUBCONTRACTOR will be construed or considered as an approval of the work for which payment is made.

ARTICLE SEVENTEEN

In the event of termination of the General Contract between the CONTRACTOR and the OWNER, this Agreement will also automatically terminate and the CONTRACTOR will be liable only for labor and materials furnished and delivered prior to the date of receipt by SUBCONTRACTOR of notice of termination.

ARTICLE EIGHTEEN

The OWNER has the right to approve or disapprove the SUBCONTRACTOR and this Subcontract Agreement. In the event that the OWNER does not approve the SUBCONTRACTOR or this Subcontract Agreement, this Agreement will become null and void. Notwithstanding the terms of the shipment, the risk of loss shall pass to CONTRACTOR only after delivery to the jobsite or other place designated in writing by CONTRACTOR.

ARTICLE NINETEEN

The SUBCONTRACTOR will indemnify and save harmless the CONTRACTOR from any and all manner of claims, actions, suits, judgments and demands of any nature, including all costs, expenses and attorney's fees, to which the CONTRACTOR may be put in defending any actions that may arise relative to SUBCONTRACTOR under this Agreement.

ARTICLE TWENTY

The SUBCONTRACTOR will so conduct his labor relations as not to involve the CONTRACTOR in strikes, boycotts, picketing, slowdowns, work stoppage, or other labor trouble.

ARTICLE TWENTY-ONE

Failure of the CONTRACTOR to enforce any provision of this Agreement will not be construed as a waiver thereof.

ARTICLE TWENTY-TWO

This Agreement will be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns (to the extent that it can be assigned) of the parties.

ARTICLE TWENTY-THREE

Unless otherwise provided herein, service of any notice required hereunder shall be deemed to have been made when either party here to shall have deposited such notice, with sufficient postage attached, in the United States Mail and addressed to the address herein before set forth as the place of business of the parties hereto.

ARTICLE TWENTY-FOUR

In addition to the provisions of this Agreement as herein before set forth, the following specific conditions shall also apply:

(a) OSHA/MSHA/DOT Compliance Requirement:

The SUBCONTRACTOR agrees to fully comply with all rules, requirements, regulations and conditions of any applicable State or Federal OSHA/MSHA/DOT, as amended; and SUBCONTRACTOR further agrees to indemnify and hold harmless CONTRACTOR for any costs, fines, or penalties resulting from SUBCONTRACTOR, his agents or employees' non-compliance with said OSHA/MSHA/DOT requirements.

(b) EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (If Applicable)

The SUBCONTRACTOR warrants that he has developed and maintains an Affirmative Action Equal Employment Opportunity Program fully complying with the requirements of the General Contract and the requirements of the Federal Highway Administration.

The SUBCONTRACTOR agrees to so conduct his operations as to preclude in his employment practices any discrimination because of race, creed, color, sex, age or national origin and that, insofar as his operations are concerned, he will independently of any action of the CONTRACTOR take all affirmative measures required of the CONTRACTOR by the General Contract to assure affirmative efforts towards effecting the employment of minority group labor.

- (c) The SUBCONTRACTOR agrees to abide by and comply with all provisions and conditions of the CONTRACTOR'S safety program. Each violation shall result in a fine of \$100.00 per occurrence to be deducted from SUBCONTRACTOR'S current invoice.

NOTE: HARDHATS are REQUIRED to be worn on all Foley Construction Company jobsites whenever SUBCONTRACTOR is outside the protection of the truck cab.

ARTICLE TWENTY-FIVE

If the CONTRACTOR believes it is necessary to institute litigation to enforce the CONTRACTOR'S rights against the SUBCONTRACTOR hereunder and the CONTRACTOR is successful in said litigation, then SUBCONTRACTOR shall pay all expenses incurred by the CONTRACTOR in the said litigation, including, but not limited to (1) attorney's fees, (2) court costs, (3) witness fees and (4) other general expense of litigation, together with interest on any monies recovered by the CONTRACTOR through such litigation at the rate of seven percent per annum for the period beginning from the inception date of the injury complained of in such litigation, through the date all monies have been paid to the CONTRACTOR.

ARTICLE TWENTY-SIX

CONTRACTOR and SUBCONTRACTOR agree that this agreement is governed and construed under Iowa law and that in the event of a dispute the parties agree that Iowa law shall be the only remedy and Iowa law shall apply.

ARTICLE TWENTY-SEVEN

Whenever the requirements of the General Contract are such that as a prerequisite to receipt of payment, the CONTRACTOR must furnish the OWNER with documentation of any nature whatsoever from the SUBCONTRACTOR, and/or the SUBCONTRACTOR'S subcontractors and/or suppliers, the SUBCONTRACTOR shall promptly furnish the CONTRACTOR with such required documentation.

Whenever such documentation may constitute a waiver of claim against the CONTRACTOR and/or OWNER by the SUBCONTRACTOR, such document will be received by the CONTRACTOR in trust for the purpose of obtaining payment from the OWNER; however, all monies so received by the CONTRACTOR shall be subject to the CONTRACTOR'S right of deduction and backcharge for claims as herein otherwise stated.

SPECIAL PROVISIONS:

ARTICLE TWENTY-EIGHT

There is also attached to this Agreement and by this reference made a part hereof the following "Riders" and they shall remain attached hereto and become a part hereof:

FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts

ARTICLE TWENTY-NINE

The SUBCONTRACTOR warrants and covenants that it has taken all actions necessary under Federal and State Statutes, articles of incorporation and by-laws, to properly and validly enter into this Contract.

ARTICLE THIRTY

This document consists of 12 pages, as executed in duplicate originals. The persons executing this Contract warrant and covenant, individually and on behalf of their principals, that they have the express and implied authority from their principals to enter into this Contract.

IN WITNESS WHEREOF, we have by our signatures hereto bound ourselves on the day and date first above set forth.

(SEAL)

FOLEY CONSTRUCTION COMPANY
CONTRACTOR

BY _____

SUBCONTRACTOR

(SEAL)

BY _____

DRUG-FREE WORKPLACE CERTIFICATION

As part of the subcontracting agreement with Foley Construction Company, _____, certifies to the Contractor that a drugfree workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3.

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

BY _____

PROJECT NO:
SECTION:
COUNTY:

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned hereby certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

(Firm)

(Signature and Title)

(Date)

PROJECT NO:
SECTION:
COUNTY:

CERTIFICATION
EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (Volume 33, Federal Register Section 60-1.7(b) (1)) require that each prospective contractor or subcontractor submit the following information with his bid, or at the outset of negotiations.

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations?

Yes No

(Signature and Title)

Sworn to before me this _____ day of _____, 20__.

Commission expires _____.

REQUIRED INFORMATION ON YOUR TRUCKING FIRM

NAME OF FIRM _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

FEIN NUMBER _____

CONTACT NAME _____

INSURANCE AGENCY _____

INSURANCE AGENT _____

DIVISION OF LABOR REGISTRATION? YES NO

DBE? YES NO

PLEASE RETURN THIS FORM WITH YOUR SUBCONTRACT.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 4.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+

OR

Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
 U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Iowa Department of Human Services
**Centralized Employee Registry
Contractor Reporting**

PAYOR OF INCOME:

Telephone Number:

5 6 3 - 3 4 4 - 9 3 3 3

Federal ID Number:

4 2 - 0 8 4 8 7 9 7 - 0 0 1

Name: F O L E Y | C O N S T R U C T I O N | C O M P A N Y | | | | |

Street Address: 5 4 0 1 | V I C T O R I A | A V E N U E | | | | |

S U I T E | 3 0 0 | | | | | | | | | | | | | | |

City: D A V E N P O R T | | | | | State: I A Zip 5 2 8 0 7 - 2 9 9 1

Date of Contracted Service: | | - | | - | | | |

CONTRACTOR

Date of Birth:

| | - | | - | | | |
Month Day Year

Social Security Number:

| | - | | - | | | |

Corporation Partnership Individual

Federal ID Number:

| | - | | | | | |

Last Name: | | | | | | | | | | | | | | | | | | | | | |

First Name: | | | | | | | | | | | | | | | | | | | | | |

Middle Initial: | |

Street Address: | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | |

City: | | | | | | | | | | | | | | | State: | | Zip | | | | | - | | | |

Reporting Requirements:

Mail this form within 10 days of contract to:

Centralized Employee Registry

PO Box 10322

Des Moines IA 50306-0322

If you have questions regarding reporting requirements, or need an additional supply of this form, please call 515-281-5331

FOLEY CONSTRUCTION COMPANY

EARTH MOVING and UNDERGROUND UTILITY CONTRACTORS

5401 VICTORIA AVENUE, SUITE 300

DAVENPORT, IA 52807-2991

TELEPHONE (563) 344-9333 FAX (563) 344-3749

Dear Insurance Agent:

Please use the attached sample as your format for listing Foley Construction Company as additional insured on your client's policy. You must use the **exact** wording listed in the "**Description of operations/locations/vehicles/special items**" and "**Cancellation**" boxes. No other format will be considered as meeting the requirements of the current contract your client has with our company. Your client will not be allowed on the job site until this requirement is met.

If you have any questions, please contact me at 563-344-3732

Sincerely,

Jackie Gentry
Bookkeeper

SAMPLE CERTIFICATE OF INSURANCE

Producer:

ABC Insurance Agency, Inc.
 200 South Bend Avenue
 Anytown, USA 99999
 111-123-4567 Fax: 111-123-8888

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured:

Able Trucking Co
 101 Main Street
 Anytown, USA 99999

Company Letter	A	All American Insurance Company
Company Letter	B	
Company Letter	C	
Company Letter	D	
Company Letter	E	

Coverages

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractor's Prot				General Aggregate	\$ 1,000,000
					Products-Comp Ops Aggregate	\$ 1,000,000
					Personal & Adv. Injury	\$ 1,000,000
					Each Occurrence	\$ 1,000,000
					Fire Damage(any One Fire)	\$
					Med. Expense (Any one Person)	\$
A	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				Combined Single Limit	\$ 1,000,000
					Bodily Injury (Per Person)	\$
					Bodily Injury (Per Accident)	\$
					Property Damage	\$
A	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence	\$ 1,000,000
					Aggregate	\$ 1,000,000
A	Worker's Compensation and Employers' Liability (Proprietor/Partners/Executive Offices Covered Yes <input type="checkbox"/> No <input type="checkbox"/>)				XX Statutory Limits	
					Each Accident	\$ 100,000
					Disease - Policy Limit	\$ 500,000
					Disease - Each Employee	\$ 100,000
	Other					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project Name: ALL JOBS

As respects the "Named" Insured Subcontractor's operations on this project, the Project Owner and Foley Construction Company are named as Additional Insureds [ISO (Form B) GC 20 10 11 96] or equivalent) to the General Liability, Automobile Liability and Umbrella Liability policies listed above. General Liability General Aggregate Limit applies on a "Per Project" Basis.

CERTIFICATE HOLDER

Foley Construction Company
 Attn: Jackie Gentry
 5401 Victoria Avenue, Suite 300
 Davenport, IA 52807
 FAX: (563) 344-3749

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE