



CONTRACT ADMINISTRATION LEVEL I INSTRUCTION MANUAL 2021



Technical Training & Certification Program

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CONTACT INFORMATION

IOWA DOT CONTACT INFORMATION

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John Hart	PC Concrete Field Engineer	515-290-2867	515-239-1092
Kyle Frame	Structures Group Manager	515-239-1619	515-239-1092
Jesse Peterson	Structures Field Engineer	515-239-1585	515-239-1092
Chris Brakke	Pavement Management Engineer	515-239-1882	515-239-1092
Jeffrey Schmitt	Bituminous Field Engineer	515-239-1013	515-239-1092
Brian Gossman	Chief Geologist	515-239-1204	515-239-1092
Melissa Serio	Soils & Grading Field Engineer	515-239-1280	515-239-1092
Gregg Durbin	District 1 Materials Engineer	515-239-1926	515-239-1943
Robert Welper	District 2 Materials Engineer	641-422-9421	641-422-9463
Bill Dotzler	District 3 Materials Engineer	712-239-4713	712-239-4970
Timothy Hensley	District 4 Materials Engineer	712-243-7629	712-243-6788
Vacant	District 5 Materials Engineer	641-472-3103	641-469-3427
Roger Boulet	District 6 Materials Engineer	319-366-0446	319-730-1565

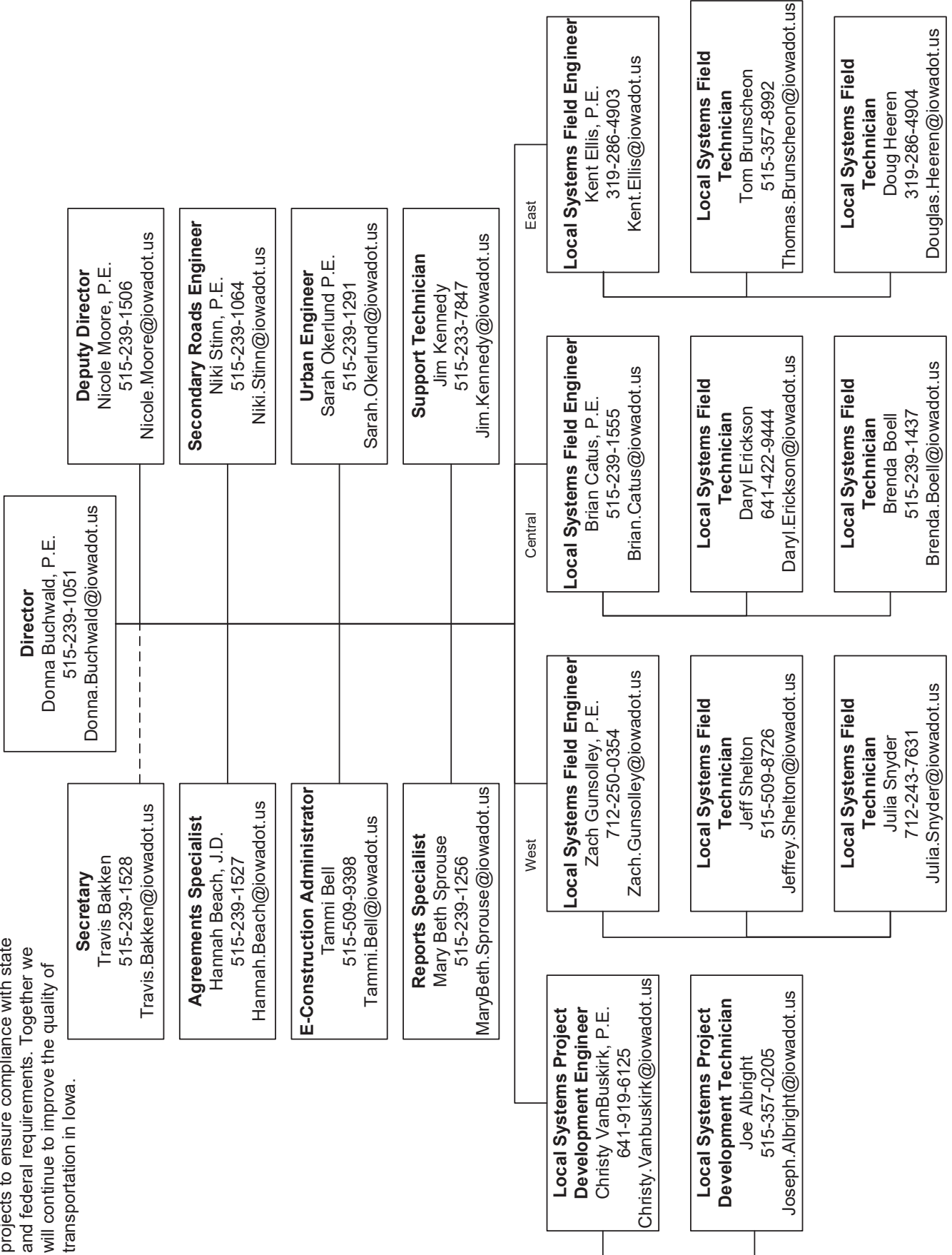
Mission Statement

Work with our transportation partners and provide guidance in the development and implementation of projects to ensure compliance with state and federal requirements. Together we will continue to improve the quality of transportation in Iowa.

Local Systems Bureau

Organization Chart

September 14, 2020



DISTRICT 1

Main Office: 1020 S. Fourth St., Ames, IA 50010
Phone: 515-239-1635

NAME	JOB RESPONSIBILITY	EMAIL ADDRESS	WORK PHONE	CELL PHONE
Gregg Durbin	District Materials Engineer	gregg.durbin@iowadot.us	515-239-1926	515-357-8786
Michael Lauritsen	Assistant to DME / Profilograph	michael.lauritsen@iowadot.us	515-239-1286	515-357-4350
Cheryl Barton	Materials Lead Technician/Audits	cheryl.barton@iowadot.us	515-239-1756	
Jeff Brinkman	Profilograph / Precast -Bondurant & M'twn / Nuclear Gauge / Aggregate (non-metro)	jeff.brinkman@iowadot.us	515-239-1421	515-290-1375
Brian Burr	PCC Paving / Structures	brian.burr@iowadot.us	515-239-1028	515-290-6904
Shane Feters	HMA Field / Lab Chief	shane.feters@iowadot.us	515-239-1042	515-509-4240
Dalton Tharp	District Lab / Ames Area Aggr. Inspector	dalton.tharp@iowadot.us	515-233-7718	
Mark Shelton	Plant Monitor / Metro Area	mark.shelton@iowadot.us	515-986-2867	515-357-1281
Vicky Rink Spd 535	Grimes Lab / Metro Precast Inspector / Metro Area Aggr. Inspector / Metro Area Inspection	victoria.rink@iowadot.us	515-986-5473	515-250-2851
Vacant	Plant Monitor / Non-Metro Area	brian.whaley@iowadot.us	515-239-1488	515-370-1359
COOP/INTERN				
Keegan Pullis	As assigned	keegan.pullis@iowadot.us		515-250-3373
Gus Mroz	As assigned	gustavo.mroz@iowadot.us		515-250-3373
Rachael Makori	As assigned	rachael.makori@iowadot.us		515-357-0244
Trevor Rhedin	As assigned	trevor.rhedin@iowadot.us		515-357-9678

District 1 Fax Number	515-239-1472
District 1 Materials Fax Number	515-239-1943
District 1 Lab Fax Number	515-239-1406

Grimes Lab Fax Number	515-986-0727
Grimes Lab Number	515-986-5736

Kelli, Materials Lab @ DMAACC, Boone	Phone: 515-433-5232	Fax: 515-433-5033
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Grimes RCE (Residency 12)	515-261-9501 or Spd 210
Jefferson RCE (Residency 13)	515-386-0301 or Spd 205
Marshalltown RCE (Residency 15)	641-752-4657 or Spd 418

DISTRICT 2

Main Office:

428 43rd Street SW
Mason City, IA 50401
641-423-7584

***New Hampton Construction:**

2224 225th St.
New Hampton, IA 50659
641-394-3161

***Mason City Construction:**

428 43rd Street SW
Mason City, IA 50401
641-422-1864

NAME	JOB RESPONSIBILITY	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX NO.	WORK HOURS
Roy Gelhaus	Construction Engineer	Roy.Gelhaus@iowadot.us	641-422-9448			
Bob Welper	Materials Engineer	robert.welper@iowadot.us	641-422-9421	641-425-2229	641-422-9463	7:45 - 4:30
Jon Kleven	Lead Technician / Assistant to Engineer	jon.kleven@iowadot.us	641-422-9428	641-430-2096	641-422-9463	7:00 - 3:30
Scott Boyle	District Lab Chief / Prestress Iowa Falls Asst	scott.boyle@iowadot.us	641-422-9427	515-291-0728	641-422-9463	7:00 - 3:30
Kathy Miller	Field HMA Technician	kathrine.miller@iowadot.us	641-422-9430	641-430-2097	641-422-9463	Mon-Thurs 6:00 - 4:30
Dane Bjugan	Field PCC Technician	dane.bjugan@iowadot.us	641-422-9424	641-430-2098	641-422-9463	7:00 - 3:30
Nancy Paulson	Fabrication / Precast / Structural Steel / Audits / Prestress Iowa Falls	nancy.paulson@iowadot.us	641-422-9432	641-430-2184	641-422-9463	Tue - Fri 6:00 - 4:30
Gene Welter	Waterloo Materials Area Inspector	eugene.welter@iowadot.us	319-233-4689	319-231-2297	319-232-5234	7:00 - 3:30
Jason Ryan	Decorah Materials Area Inspector	jason.ryan@iowadot.us	563-382-3633	563-380-5167	563-382-6264	7:00 - 3:30
Steve Mariner	Mason City Materials Area Inspector	steven.mariner@iowadot.us	641-422-9429	641-430-4399	641-422-9463	7:00 - 3:30
	Clarion Lab	steven.mariner@iowadot.us	515-532-2097	641-430-4399	515-532-2097	7:00 - 3:30
District 2 Lab	General # for Inquiries on: Test Results, HMA Mix Designs and Test Equipment Information	DOT.Dist2MaterialsLab@iowadot.us	641-422-1685	N/A	641-422-9463	N/A

AREA INSPECTOR	COUNTIES
Steve Mariner	Cerro Gordo, Hancock, Humboldt, Kossuth, Winnebago, Worth - W of I-35, Wright, Webster and Hamilton County
Gene Welter	Black Hawk, Bremer, Butler, Floyd, Franklin, Hardin and Grundy County
Jason Ryan	Allamakee, Chickasaw, Clayton, Fayette, Howard, Mitchell, Winneshiek, and E of I-35 Worth County

DISTRICT 3

District Office:
2800 Gordon Drive
P.O. Box 987
Sioux City, IA 51102-0987
Phone: 712-276-1451
Fax: 712-276-2822

Materials Office/Lab:
4621 Highway 75 North
Sioux City, Iowa 51108
Phone: 712-239-4713
Fax: 712-239-4970

Sioux City RCE Office:
4611 Highway 75 North
Sioux City, Iowa 51108
Phone: 712-239-1367
Fax: 712-239-1368

Cherokee RCE Office:
1833 Industrial Road N.
Cherokee, IA 51012
Phone: 712-225-5786 or 1-800-579-2712
Fax: 712-225-5787

NAME	POSITION	WORK PHONE	EXTENSION	Email	CELL PHONE	JOB RESPONSIBILITY
Steve Olson	Resident Const Eng.	712-225-5786		steve.olson@iowadot.us	712-251-4940	Cherokee RCE Office
Dean Hebst	Resident Const Eng.	712-202-0818	30818	dean.herbst@iowadot.us	712-261-0054	Sioux City RCE Office
Darwin Bishop	District Const Eng.	712-274-5826	35826	darwin.bishop@iowadot.us	712-261-0054	Sioux City District Office
Bill Dotzler	Materials Engineer	712-202-0806	30806	william.dotzler@iowadot.us	712-261-0731	Office Staff/ Final Project Acceptance/ Training Classes and Registration
Alex Cros Grove	Matls. Tech 5	712-202-0809	30809	alex.crosgrove@iowadot.us	712-539-1318	Lead Worker/ Office / Staff
Keith Oppold	Matls. Fab 2	712-202-0835	30835	keith.oppold@iowadot.us	712-539-2959	Steel Fabrication/ Shop Welders
Baron Hannah	Matls. Tech 4	712-202-0816	30816	baron.hannah@iowadot.us	712-539-1314	PCC Technician
Tom Dibble	Matls. Tech 4	712-202-0804	30804	thomas.dibble@iowadot.us	712-539-1312	HMA Technician
Kie Ahrens	Matls. Tech 4	712-202-0813	30813	kie.ahrens@iowadot.us	N/A	HMA Lab Chief
Anthony Willman	Matls. Tech 4	712-202-0815	30815	anthony.willman@iowadot.us	712-53 9-1315	Pavement Profiles/ Steel Fabrication/ Wood Suppliers/ Field Welders
Vacant Storm Lake	Matls. Tech 4	712-732-1988				Precast / Area Inspection of Aggregates in the Following Counties: Osceola, Dickinson, Emmet, Obrien, Clay, PaloAlto, Cherokee, BV, Pocahontas, Ida, Sac, Calhoun, Crawford, Calhoun /Minnesota
Tim Grell	Highway Tech Senior	712-202-0805	30805	tim.grell@iowadot.us	712-539-1724	Area Inspection of Aggregates in the Following Counties: Lyon, Sioux, Plymouth, Woodbury, Monona/ Nebraska - South Dakota
Steve Lamoureux	Highway Tech Senior		30814	steve.lamoureux@iowadot.us	N/A	HMA Lab Testing
Randy Beaver	Highway Tech Senior	712-202-0814	30814	randy.beaver@iowadot.us	N/A	HMA Lab Testing
Tim Smith	Highway Tech Senior	712-202-0801	30801	tim.smith@iowadot.us	712-259-6967	Office/ Project Tracking /Audits
Mary Beth Banta	MMA	712-202-0802	30802	marybeth.banta@iowadot.us	712-261-1336	Management of Maintenance Operations

DISTRICT 4

Main Office:

2210 E. Seventh St.
Atlantic, IA 50022
Phone: 712-243-3355
District Fax: 712-243-6788
Right of Way Fax: 712-243-3665

NAME	JOB RESPONSIBILITY	EMAIL ADDRESS	WORK PHONE	CELL PHONE
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Tim Hensley	Materials Engineer	Timothy.Hensley@iowadot.us	712-243-7629	712-254-0386
Michael Magers	Materials Tech 5	Michael.Magers@iowadot.us	712-243-7649	712-250-0324
Joel Schlueter	Materials Lab Chief	Joel.Schlueter@iowadot.us	712-243-7651	712-250-0305
James Murray	PCC Tech	James.Murray@iowadot.us	712-243-7650	712-250-0332
Marcia Buthmann	Hma Tech	Marcia.Buthmann@iowadot.us	712-243-7653	712-250-0329
Charles Elmquist	Area Inspector	Charles.Elmquist@iowadot.us	712-243-7654	712-250-0220
Amy Maes	Auditor	Amy.Maes@iowadot.us	712-243-7630	712-250-0493
Todd Blum	Quality Assurance/Profilometer/Audits	Todd.Blum@iowadot.us	712-243-7655	712-250-0336
Fred Schmidt	Matls Fab 1 C.B Lab	Frederick.Schmidt@iowadot.us	712-366-0408	712--250-0338
Steve Forbes	Highway Tech Senior C.B Lab	Steven.Forbes@iowadot.us	712-366-0408	712-250-0347

DISTRICT 5

District Office:
 205 E. 227th St.
 Fairfield, IA 52556
 Phone: 641-472-4171
 800-766-4368
 Fax: 641-472-3622

Materials Office
 205 E. 227th St.
 Fairfield, IA 52556
 Phone: 641-472-3103
 800-224-6023
 Fax: 641-472-3622

NAME	JOB RESPONSIBILITY	WORK PHONE	CELL PHONE
Cathy F. Aplara	Materials Technician 4	641-469-4034	641-919-2241
Helen R. Bailey	Materials Technician 5	641-469-4036	319-759-5408
Ellen Davidson	Secretary 1	641-472-3103	
Scott Gettings	Materials Technician 4	641-469-4042	641-919-2251
Joe Hovey	Materials Technician 4	641-469-4035	
Larry Johnson	Materials Technician 4	641-469-4023	641-919-2256
Jon Mason	Highway Technician Senior	641-469-4043	641-919-2254
Darin Ranck	Materials Fabrication Inspector 1	319-752-0561	319-201-0575
Derek Sellars	Materials Fabrication Inspector 1	641-673-5109	641-660-3578
Jim R. Webb	District Construction Engineer	641-469-4045	641-919-8551
Dale Harmon	Engineering Technician Senior	641-469-4004	641-919-2240
Marv May	Engineering Technician Senior	641-469-4041	319-931-4608
VACANT	District Materials Engineer		

DISTRICT 6

Main Office:

5455 Kirkwood Blvd. SW
Cedar Rapids, IA 52404
Phone: 319-364-0235 or 800-866-4368

NAME	JOB RESPONSIBILITY	EMAIL ADDRESS	WORK PHONE	CELL PHONE
Danielle Alvarez	Construction Engineer	danielle.alvarez@iowadot.us	319-364-0235	
Roger Boulet	District Materials Engineer	roger.boulet@iowadot.us	319-366-0446	319-350-2470
Terry Dunlay	Assistant Materials Engineer	terry.dunlay@iowadot.us	319-366-0446	319-350-2225
Mary Godwin	Materials Tech 5	mary.godwin@iowadot.us	563-391-5230	563-349-0968
Mardel Huebner	Materials Fab Inspector 1	mardel.huebner@iowadot.us	563-391-5230	563-349-2359
Dave Schau	HMA Lab Chief	david.schau@iowadot.us	319-366-1614	319-560-3846
Christian Barko	PCC Technician	christian.barko@iowadot.us	319-366-0446	319-560-3877
Mark Dutra	HMA Technician	mark.dutra@iowadot.us	319-366-0446	319-560-2783
Shane Garrity	Area Inspector	shane.garrity@iowadot.us	563-875-2659	563-920-5284
Terry Kluesner	Auditor	terrance.kluesner@iowadot.us	319-366-0446	515-370-0865
Kirby Salisbury	Area Inspector	kirby.salisbury@iowadot.us	319-366-0446	319-560-3889
Joe Burns	PCC Assurance / Nuclear	joe.burns@iowadot.us	319-366-0446	319-631-5732
Tammy Siebert	Secretary 1	tammy.siebert@iowadot.us	319-364-0235	

Summer Highway Techs

Tom Strabala	Independent Assurance Sampling/Testing	tom.strabala@iowadot.us	319-366-0446	
Jay Schrock	Aggregate Inspector	jay.schrock@iowadot.us	319-366-0446	319-560-4428
District 6 Materials Fax	319-730-1565			
Davenport Lab Fax	563-823-4359			

Counties of Inspection

Garrity: Dubuque, Jones, Buchanan, Delaware, Jackson
Godwin/Huebner: Scott, Cedar, Clinton, aggregate only for Muscatine
Salisbury: Linn, Benton, Iowa
Schrock: Johnson, Iowa

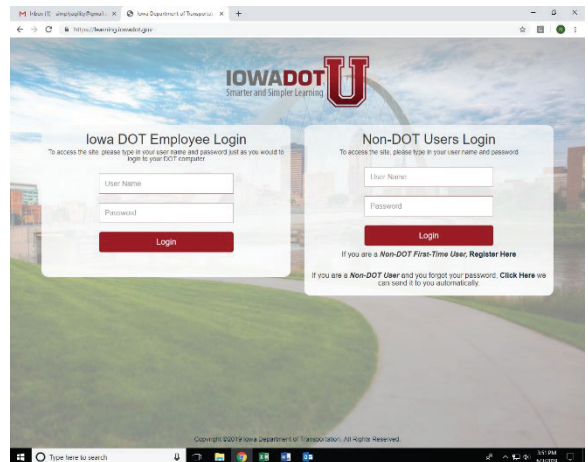
WEBSITES USED IN TTCP CLASSES

There are 2 websites you will use as a TTCP Student. You will set yourself up as a user of each of these websites. It's important that you remember your user name and password for each site (hint: since you are setting each of them up yourself, you could use the same password for each site.)

IOWADOTU

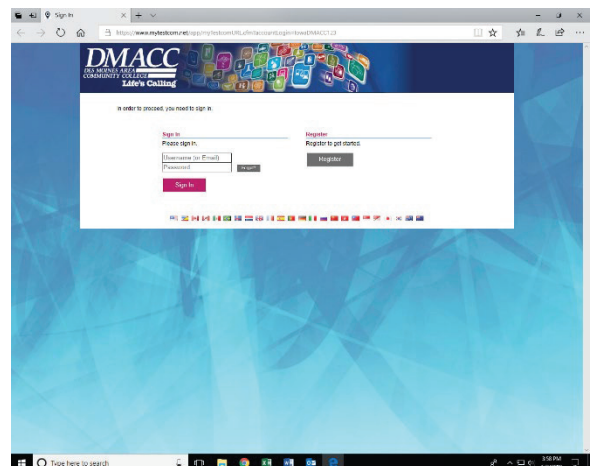
<https://learning.iowadot.gov/>

This is where you register for classes and take web-based training. You can also print your training records transcripts here. Step-by-step instructions are available at <https://iowadot.gov/training/technical-training-and-certification-program>



COMPUTER TESTING

All TTCP Exams will be done on the computer. Your instructor will guide you to the Test.Com website and assist with any registration requirements. Questions are multiple choice, and you will be able to see your score immediately as well as the questions that you missed.



Iowa DOT Websites of Interest

<https://www.iowadot.gov/#/services>

Home page for the Iowa DOT. Links to all departments and doing business with the Iowa DOT.

<https://www.iowadot.gov/training/technical-training-and-certification-program>

Training resource page with links to the Technical Training and Certification Program and Web-based training.

https://www.iowadot.gov/Construction_Materials

Office of Construction and Materials home page. It has the Shades program, updated IMs, PCC programs, HMA programs, and Training Information.

<https://www.iowadot.gov/erl/index.html>

Link to ERL containing Iowa DOT specifications. Also, you can order your own ERL CD. The ERL contains current specifications, general supplementals, and Materials IMs.

<https://iowadot.gov/design>

Office of Design home page. Contains links to Road Standards and Road Design Details that are referenced in the plans.

https://iowadot.gov/local_systems

Office of Local Systems publications. Contains Iowa gyratory mix design bulletins, local jurisdictions contact information, and Iowa DOT phone book.

INTRODUCTION

Introduction:

This course will provide you with an understanding of the roles and responsibilities of construction technicians involved with inspecting highway construction projects. The course materials include an example of a contract, bid proposal, and Standard Specifications that illustrate contract requirements and inspection responsibilities associated with a typical construction project. **Chapter 2 of the Construction Manual** and the **Instructional Memorandum (IM) for Local Public Agencies (LPA's) 6.000, Construction Inspection and the appendices that accompany it** (including Attachment D which is essentially Chapter 2 of the Construction Manual that has been modified for Local Public Agency projects) are included as separate books. The scope of this training focuses on Roles and Responsibilities of personnel involved in a highway construction contract and the Contract Documents that are needed.. It does not include technical training on material test procedures or computer documentation.

This course has been developed to answer the following questions:

1. Where are the requirements of the contract described?
2. Who is responsible for ensuring compliance with the contract requirements?
3. What are the key functions of construction inspectors?
4. What should an inspector do if non-complying work is performed?

This **Level 1 Contract Administration** workbook is divided into two Sections: Roles and Responsibilities and Contract Documents. Chapter 2 of the Construction Manual and Local Agency Instructional Memorandum (IM) 6.000, Construction Inspection, will be used in conjunction with this workbook to provide guidance on proper administration and documentation procedures. Information on how to use the Materials IM's, especially Materials IM 204, Inspection of Construction Project Sampling & Testing, and a plan-reading course is offered separately through the on line web based training program in IDOTU.

Section 1: Roles and Responsibilities

This section describes the basic responsibilities of construction technicians and contractor personnel. Through examination of contractor and owner contractual obligations, the specific requirements of each party of the contract are highlighted.

Project Administrator

- ❑ Knowledge of plans and specifications
 - Read all notes
 - Review contract period
 - Determine accuracy of design quantities
 - ✓ Check plans for locations of work
 - ✓ Identify any field changes
 - Ensure proper units of measure
 - Get interpretation if you are unsure
- ❑ Testing
- ❑ Evaluate compliance with contract requirements
- ❑ Inform Contractor of work deficiencies immediately
 - Issue Non-Compliance notice
 - Discuss corrective actions required
- ❑ Measurement and Payment for items of work
- ❑ Documentation of day's activities
- ❑ Assess environmental impacts- BE PROACTIVE
 - Erosion Control Measures
 - Dust
- ❑ Promote SAFETY
 - Watch for traffic operational problems
 - Watch for safety violations
 - ✓ Report violations to Superintendent
 - ✓ Record information in daily diary
 - Stay off of equipment
- ❑ Maintain positive Public Relations
 - Respect private property
 - ✓ Has all ROW been acquired?
 - ✓ Check for temporary easements and requirements
 - Keep property owners/businesses informed of progress
 - Ensure contractor maintains reasonable access for public
- ❑ Be a Professional!!
 - Do not accept Gifts
 - Use common sense
 - Remain calm and composed
 - Be firm but fair
 - Offer suggestions-**Do not** direct contractor's operations

Contractor

- ❑ Knowledge of plans and specifications
- ❑ Perform work in compliance with Contract
- ❑ Supervision of Subcontractors
- ❑ Comply with environmental and safety regulations
- ❑ Monitor and Document Traffic Control
- ❑ Provide material approval documentation
- ❑ Identify work not covered by the Contract

Section 2: Contract Documents

- ❑ **Specifications**
 - Standard Specifications
 - General Supplemental Specification
 - Special Provisions
 - Developmental Specifications
 - SUDAS
 - Iowa Statewide Urban Design & Specifications
- ❑ **Proposal**
 - Items
 - Contract Period
 - Federal Aid Requirements
- ❑ **Contract**
 - Addendums
 - Disadvantaged Business Enterprise (DBE) Commitment
 - Item Costs
- ❑ **Other associated Contract Documents**
 - Subcontracts
 - Predetermined Wage Rate
 - Title VI Requirements
- ❑ **Plans** (Not included in this training, but is to be covered in On-line Plan Reading Course)
 - Typical Sections
 - Plan Notes
 - Estimate Reference Information
 - Road Standards
 - Tabulations
- ❑ **FHWA-1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

CONSTRUCTION MANUAL
CHAPTER 1
LOCAL AGENCY IM 6.000

CHAPTER 1**1.00 GENERAL INFORMATION****1.01 OFFICE OF CONSTRUCTION AND MATERIALS**

The Office of Construction and Materials is located within the Operations Bureau of the Highway Division. The Office is responsible to:

- Provide technical and administrative support to DOT and highway construction industries by assisting in the resolution of construction issues. This includes consulting with District Construction Engineers, project engineers and other central office staff regarding specifications, methods, techniques and policies of highway construction, inspection and contract administration.
- Identify and communicate information on quality enhancement practices in highway construction
- Evaluate and support new technologies that enhance highway quality
- Provide Education and training
- Facilitate the identification and implementation of improved safety practices for the public, inspectors and contractors on highway construction projects
- Provide statewide administrative support of the highway construction program

1.02 DIRECTOR OF CONSTRUCTION AND MATERIALS

The Director is directly accountable to the Director of the Operations Bureau. Other Office of Construction and Materials engineers include field engineers specializing in grading, PCC paving, HMA paving, structures, foundation analysis and traffic safety/systems automation.

The Director of Construction and Materials provides guidance to District Construction Engineers and, through the District Offices, to Resident Construction Offices to insure compliance with specifications and established policies and procedures in the timely completion of projects administered by the Highway Division. This is accomplished, in part, through Office of Construction and Materials field engineers who act and speak for the Director of Construction and Materials.

1.03 DISTRICT CONSTRUCTION ENGINEER (DCE)

The DCE is responsible for management of the field staff that provide construction and materials inspection on transportation projects within their district. This responsibility includes oversight on contract administration issues, compliance of materials, quality of work performed, and approval of non-substantial change orders. DCE's also provide field input into construction related problems for process improvements. It is imperative DCE's maintain a close working relationship with all central offices. DCE's report to the District Engineer.

1.04 PROJECT ENGINEER

Instructions and guidelines contained in the manual are mainly directed to project engineers and their staff. The "project engineer" is defined as the Resident Construction Engineer on primary projects for county or city projects, the project engineer is a Professional Engineer licensed in the State of Iowa, such as the County Engineer, city engineer, or other authorized representative of the city or county.

References in the manual to Construction Engineer, District Engineer, District Construction Engineer, project engineer, etc. may be interpreted as that individual or an

authorized representative. There are times, however, when the designated engineer must personally take the required action or sign the specific document.

1.05 PURPOSE OF MANUAL

- Establish uniform policy and procedure on contract administration and inspection on construction projects
- Provide interpretation and clarification of specifications for contract administration and inspection on construction projects
- Serve as collecting point for new instructions and guidelines relating to administration and inspection of construction projects
- Describe role of engineers and field personnel assigned to supervise and inspect construction projects

1.10 ENGINEER RELATIONS

1.11 WITH PUBLIC

Project engineers are among the most important individuals in development of good public relations. Located throughout the state, they can contribute toward a better understanding of the highway program and construction operations by volunteering to appear before local civic organizations. Acquainting the public with interesting details of highway construction is a proactive approach and usually avoids criticism.

Residents Along Construction Projects

Project engineers and their staff should contact residents and businesses along the road that will be under construction. Before work is started, an effort should be made to advise residents and businesses of upcoming construction and discuss the probable effect on their operations. This gives them an opportunity to arrange their operations to fit the construction schedule. Both the project engineer and contractor have a large interest in promoting local goodwill. Sometimes construction schedules can be arranged that will result in the least inconvenience to local residents and businesses.

Highway construction operations may cause a major change in daily traffic patterns of residents and business people. Most are unfamiliar with road construction problems but may accept some inconvenience for the welcomed improvement.

Occasionally, project engineers may encounter individuals critical of construction inconvenience. Understanding a critical viewpoint helps with patiently handling demands and criticisms. Give these individuals a chance to state the problem. Sincere and courteous consideration could avoid development of resentment and anger.

Services

Many services (mail delivery, school buses, fire protection, etc.) may require special attention. People in charge of these services should be advised of upcoming construction and, where possible, arrangements made to provide a detour or access across or through the project for services that must be continued during construction.

News Media

Good relations with news media can help develop and maintain good public relations. While reporters may be unfamiliar with road construction, they are well known by local residents and may influence attitudes of people living along or otherwise affected by the construction project. News media contacts should be professional and positive to maintain a good public image for the Department of Transportation.

The project engineer represents a public agency spending public money and is not entitled to withhold this information from public press. The Freedom of Information Act of 1983 opens most of our files to public scrutiny. Sensitive material should be cleared with the DOT General Counsel Division prior to release to the public or outside attorneys.

Information should be presented in as favorable and factual form as possible. Project engineers should confine remarks to those areas over which they have personal control.

Any questions directed toward DOT policies or public criticism of their superiors should be politely declined.

1.12 WITH CONTRACTOR

Under the contract system used in highway construction, contractors aim to perform the work contracted and engineers see that the work performed is according to project plans and specifications. Since these aims are essentially the same, engineer-contractor relations should be conducted in a spirit of mutual cooperation within the framework of the specifications and with the best interest of both contracting parties. Establishing a cooperative and collaborative working relationship with contractors may result in improved quality and fewer unresolved contract issues.

Contractors should do no less than required by contract, nor should they expect compensation for work done that was not required.

Good contractor relations can be promoted by keeping an open line of communication and advising contractors of unacceptable work before such work is completed.

In general, relations with the contractor should be fair, firm, courteous and based on sound judgment under the guidance of specification requirements.

1.13 WITH FHWA & OTHER OUTSIDE AGENCIES

FHWA representatives have the right to examine any phase of work, including methods of testing, project records, material reports, etc. to review performance of state inspection personnel assigned to the project and compliance of work with plans and specifications. Their responsibility or authority does not extend to supervising or directing the project engineer or contractor forces.

Reports covering their inspections are forwarded to the Office of Construction and Materials and then made available to the District Construction Engineer and project engineer.

Relations with FHWA personnel should be conducted in a spirit of cooperation and courtesy, extending any assistance or facilities available. The FHWA engineer should be informed of anticipated plan changes or extra work, as well as any other pertinent features of the project.

Inquiries from other state or government agencies should be given prompt and courteous consideration.

1.14 EMPLOYMENT OF CONSULTANTS FOR CONSTRUCTION ENGINEERING AND INSPECTION

From time to time, various governing bodies hire consultant services. Governing bodies could be cities, counties, or the state.

Agreement Responsibilities

Responsibilities of a consultant may be limited to providing professional advice to the governing body on the best means of satisfactorily accomplishing the work. This may

include specific project level engineering and/or inspection responsibilities. These guidelines will address engineering and/or inspection responsibilities. The construction engineering agreement should define respective authorities and responsibilities of the full-time publicly employed project administrator in charge of the project and consultant's staff.

Under federal-aid regulations, however, prime responsibility for general supervision of construction remains with the governing body. The state (county or city under agreement with state) cannot be relieved of its responsibility to insure that work is performed in accordance with project plans and specifications.

Project Administrator

When a consultant is engaged to provide engineering and inspection services, a project administrator designated by the governing body should also maintain working knowledge of the project. Federal-aid projects require assignment of a professional engineer or a designated representative as project administrator. Consultant inspection of federal-aid projects under control of any governing body within the state falls under these requirements.

Project Administrator Responsibilities

The designated project administrator shall be a full-time public employee. A portion of their duties includes the responsibility of being thoroughly knowledgeable of day-to-day operations of both contractors and consultants providing the construction inspection/engineering services. Knowledge of day-to-day operations is construed to mean:

- Knowledge of current project status
- Awareness of qualifications, assignments, on-the-job performance, etc. of consultant's project staff
- Involvement in decisions relative to conditions which require change orders or supplemental agreements
- Involvement in authorization of progress payments, even if consultant furnishes measurements or computation of quantities
- Making periodic inspections, visits, or on-site reviews of project. Frequency is dependent upon magnitude and complexity of the project.

Evaluation of Consultant's Performance

The person responsible for administering a contract for inspection services shall evaluate the consultant's performance by completing an evaluation form in accordance with PPM 300.12. The evaluation forms and instructions can be obtained from the Department's consultant contract coordinator in the Project Management Office. The completed evaluations are submitted to the consultant contract coordinator.

In-Depth Construction Monitoring

Federal-aid projects involving consultant inspection services should be included in the selection process for annual construction monitoring programs. Programs such as project improvement reviews and traffic control reviews should be conducted on consultant inspected projects periodically in proportion to number and work complexity.

1.20 PERSONNEL

1.21 EMPLOYEE POLICIES

Some of the personnel references that employees should read and follow include:

- State of Iowa Employee Handbook
- Iowa Department of Transportation Policies and Procedures Manual
 - PPM 010.09 - Use of State Vehicles by Department Personnel
 - PPM 030.09 - Internet and Intranet Services
 - PPM 200.03 - Conflicts of Interest
 - PPM 200.04 - Acceptance of Gifts and Honorariums
 - PPM 230.05 - Personal Protective Equipment
 - PPM 230.08 - Workplace Environment

1.22 GUIDELINES FOR CHARGING TIME OF FIELD CONSTRUCTION STAFF

PPM 110.03 provides information on the use of function codes for classifying expenditures. One use of function codes is to identify the labor costs associated with specific projects and type of projects.

The 400 series of function codes, detailed in PPM 110.03, are used to identify the labor costs associated with the construction of a project.

For the purposes of field construction staff, these labor costs are separated into two categories, direct costs and indirect costs:

- Direct costs are those that are charged to a specific project. These costs are typically determined when a project control number and work ID (accounting ID) number are used on the timesheet. In the case of function codes 450 and 490, these costs are identified as direct costs, whether or not a project control number and work ID is used.
- Indirect costs include supervision, training, time off, and other time not related to a specific project. They are determined when a project control number and accounting ID are **not** used on the timesheet.

Before a contract is let, work such as preparing for project inspection, reviewing plans, etc. shall be charged to the function that applies to the main type of work on the project (i.e. grading-410; PCC-441, etc) A project control number shall be used, but an accounting ID will not be available.

After the letting, time should be charged to the 400 series function that applies to the main type of work on the project (i.e. grading-410; PCC-441, etc). Survey functions should be charged to Function Code 402. The accounting ID must be used in addition to the project control number.

After the final voucher has been sent to the District, any work done related to the project shall be charged only to the project control number and applicable function. The accounting ID shall not be used.

Function Code 490 shall not be used by residency staff because the time is charged as direct costs. Rather, non-project related administrative functions should be charged to 010 for managers/supervisors and 401 for other residency staff.

Guidance for other Function Codes:

010 - Administration (Indirect)

Time spent on non-project related administrative functions by supervisors and managers, such as personnel issues, shall be charged to Function Code 010

254 - Preliminary Survey (Direct)

Preliminary survey work requested by designers for future projects should be charged to Function Code 254 with the preliminary engineering project number. If the preliminary engineer project number is not available, use the construction project number.

301 – Right-of-Way (Work for Others)

All right-of-way activities performed by field staff should be charged to this function code, including survey work requested by the Office of Right-of-Way or property owners. Examples include staking R.O.W. or borrow limits, locating a R.O.W. line or property line at the request of a property owner and staking out R.O.W. lines for condemnation hearings. The right-of-way project control number shall be used with the function code. In instances where there is not a right-of-way project control number, use only the function code. Do not use a construction project number with Function Code 301.

401 – General Construction (Indirect)

This function code should be used for items that cannot be charged to a specific construction function code and a specific project number. Time, personal expenses and vehicle costs will be pro-rated to all active construction projects assigned to the Cost Center. Function Code 401 must always be used without a project number.

402- Construction Survey (Direct)

This function includes all construction staking required for construction projects, including initial and final cross-sections, transferring of bench mark elevations and establishment of reference points for centerline points and land corners. A construction project control number shall be used with this function code.

405 – Project Administration (Direct)

This function code is intended for project related duties but cannot be charged to a specific function code. Time associated with this function code include the following duties: preconstruction conferences, EEO/Wage Rate interviews, checking contractors' certified payrolls, etc. A construction project control number shall be used with this function code.

450 - Corrected Plans (Direct)

Time spent working on "as-built" plans shall be charged to Function Code 450. The project control number shall always be used without an accounting ID number.

490 - General Overhead – (Direct)

The use of this function code is not recommended for general overhead or administrative functions because the inspection costs program assigns these costs as direct costs. Rather, function codes 010 or 401 should be used.

1.30 MISCELLANEOUS**1.31 RESERVED FOR FUTURE USE****1.32 CARS-511**

Information regarding construction projects that impact traffic are included in the CARS-511 system. CARS-511 is a road reporting system that was developed through a multi-state effort and intended to provide timely information of road conditions and restrictions, including construction projects and detours. Users access the information via a telephone by dialing "5-1-1" or accessing <http://www.511ia.org/> on the internet.

Project Engineers are responsible for submitting and maintaining traffic conditions for construction projects that they administer. Refer to the CARS 511 Construction Guide on DOTNET at: Highway/Systems Operations Bureau/Construction & Materials/CARS 511 Resources/CARS 511 Construction Guide.

1.33 RESERVED FOR FUTURE USE.**1.34 MANUAL OF OPERATING PROCEDURES**

It is recommended, but not required, that office procedures and controls be formalized and documented in a Manual of Office Procedures. The Manual of Office Procedures should be periodically reviewed for relevance to current processes.

This section is intended to identify general areas that are suggested to be included in an office's manual. Each of the items should address the process flow and who is responsible for the item:

General Office Procedures

- Office table of organization
- Time sheet policy
- Vehicle assignment policy
- Employee safety and training

Project Administration Procedures

- Preconstruction – checklist, meeting format, etc.
- Project file
- Haul roads
- Change orders
- Project related correspondence
- AA/EEO and DBE compliance
- Material certifications and reports
- Progress vouchers
- Contractor certified payrolls
- Contractor evaluations
- Project final
- Office audit
- Project records, as-built plans, retention of files

INSTRUCTIONAL MEMORANDUMS

To Local Public Agencies



To: Counties and Cities	Date: March 4, 2020
From: Local Systems Bureau	I.M. No. 6.000
Subject: Construction Inspection	

Contents: This Instructional Memorandum (I.M.) includes guidelines and procedures for a Local Public Agency (LPA) as the Contracting Authority, the Person in Responsible Charge, the Project Engineer, and staff, to perform the construction inspection for projects using the Iowa Department of Transportation (DOT) Standard Specifications. This I.M. also includes the following attachments:

- [Attachment A](#) - Preconstruction Inspection Process Flowchart
- [Attachment B](#) - Construction Inspection Process Flowchart
- [Attachment C](#) - Subcontract Review and Authorization Process - Post Award Flowchart
- [Attachment D](#) - Local Public Agency Construction Contract Administration Guidance
- [Attachment E](#) - Iowa DOT Field Inspection Review Report ([Word](#))
- [Attachment F](#) - Doc Express User Guide, Flow Chart and File Naming Conventions
- Attachment G - Reserved for Sample Scope of Service for Consultant Construction Inspection

Introduction

Throughout this I.M., frequent references will be made to various parts of the Iowa DOT [Construction Manual](#), which is available on-line as part of the Iowa DOT Electronic Reference Library ([ERL](#)). However, any references to Chapter 2 of the Iowa DOT Construction Manual should be directed towards [Attachment D](#) to this I.M. Please note the Construction Manual is written primarily for use by Iowa DOT staff and therefore the terminology it uses reflects the Iowa DOT's organizational structure. For example, references in the Construction Manual to the Resident Construction Engineer (RCE) should be interpreted as referring to the Contracting Authority and/or Project Engineer. Likewise, references to the District Construction Engineer (DCE) correspond to the Regional Local Systems Field Engineer (LSFE); or in the case of projects administered by the Systems Planning Bureau, the appropriate Grant Program Manager or their designee. The Contracting Authority and Project Engineer should also recognize that some of the procedures described in the Construction Manual are internal to the Iowa DOT and therefore may not be applicable for LPA administered projects.

In most cases, this I.M. will simply provide summary guidance and reference the appropriate parts of the Construction Manual for more detailed information. However, in some instances, this I.M. provides additional information or guidance that is applicable only to LPA projects. Therefore, the Iowa DOT strongly recommends that the Contracting Authority, Person in Responsible Charge, Project Engineer, and staff become thoroughly familiar with the contents of both this I.M. and the Construction Manual. If you have any questions concerning the applicability of procedures in the Construction Manual, contact the Administering Bureau for assistance.

Definitions

Administering Bureau: The Iowa DOT's representative who is responsible for oversight of the project. The representative may be a LSFE or from the Systems Planning Bureau.

Contract Administrator: The Contract Administrator is the LPA's assigned representative who will be responsible for all aspects of administration and inspection of the construction contract. The Contract Administrator is the person that will be carrying out the day-to-day duties on the project to ensure that the work is in compliance with the contract documents. The Contract Administrator may be the Project Engineer, the PIRC, or any other LPA employee or designee who would be the first point of contact for businesses, residents, contractor, etc.; when issues arise that would need the attention of the PIRC or the Project Engineer. If the inspector encounters issues that need to be dealt with, they may first go to the Contract Administrator for guidance if it involves dispute resolution affecting businesses or residents, or may result in modifications to the contract. If the Contract Administrator is not a full time employee of the LPA, the LPA must designate a PIRC to make final decisions and/or sign any documents pertaining to contract costs, time adjustments, or contractual agreements.

Contracting Authority: See [Article 1101.03](#) of the Standard Specifications.

Contractor: When an upper case “C” is used, the term refers to the individual, firm, corporation, or joint venture contracting with the Contracting Authority for performance of prescribed work, as defined in [Article 1101.03](#) of the Standard Specifications. When a lower case “c” is used, the term refers to contractors in general which includes any contractor that may bid on a contract and subcontractors.

Inspector: See Article [1101.02](#) of the Standard Specifications. Authority and Duties of the Project Inspector can be found in Article [1105.07](#) of the Standard Specifications.

Person in Responsible Charge (PIRC): If the LPA uses a consultant to perform construction inspection services, 23 CFR 635.105 requires the LPA to have a full time employee who is in responsible charge of the project. For counties and larger cities, this person is typically the county or city engineer; however, they need not be a licensed engineer or architect to be the Person in Responsible Charge. For smaller cities that do not have full time employees, the mayor or city clerk may perform this function, with assistance from the Iowa DOT Administering Bureau. A consultant may not serve as the Person in Responsible Charge for a Federal-aid project.

Duties and functions of the Person in Responsible Charge include the following:

- Administering inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality, and scope of Federal-aid projects.
- Maintaining familiarity with day to day project operations, including project safety issues.
- Making or participating in decisions about changed conditions or scope changes that require Change Orders ([Form 831240](#)) or supplemental contracts.
- Visiting and reviewing the project on a frequency that is commensurate with the magnitude and complexity of the project.
- Reviewing financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse.
- Directing project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments, and on-the-job performance of the LPA and consultant staff at all stages of the project.

These duties may be shared by several people. A single person may also serve as the Person in Responsible Charge for multiple projects.

Project Engineer: For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and authorized representative of the Contracting Authority. For privately contracted projects, with improvements that will become publicly owned, the Engineer is the authorized representative of the public entity ultimately accepting ownership of the improvements. For all other projects, the Engineer is the owner's authorized representative. Further authority of the Engineer can be found in [Article 1105.01](#) of the Standard Specifications.

Additional Responsibilities for key project personnel can be found in [Attachment D](#) of this I.M., Local Public Agency Construction Contract Administration Guidance

Resources

The Local Public Agency Construction Contract Administration Guidance (see [Attachment D](#) to this I.M.) gives specific guidelines for administration of projects. Contract Administration and Inspection Training information and manuals can be found on Local Systems Post-Letting Resources [webpage](#).

[I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid Projects; and [I.M. 6.130](#), Interest Payment Procedures provide additional information on Contract Administration.

The [Electronic Reference Library](#) (ERL) is the electronic version of many of the standard contract documents and includes several non-contract documents also. Contract documents which can be found on the ERL include the [Standard Specifications for Highway and Bridge Construction](#), [Supplemental Specifications](#), [Materials I.M.s](#), [Standard Road Plans](#), [Standard Culvert Plans](#), [Standard Bridge Plans](#), [Sign Truss Standards](#), [Construction](#)

[Manual](#) (non-contract documents), [Flagger's Handbook](#), and [SUDAS Standard Specifications](#) (non-contract documents).

SUDAS Standard Specifications: “Refers to specifications developed by the Iowa Statewide Urban Design and Specifications program.” Many specifications are jointly developed and maintained by the [Statewide Urban Design and Specifications](#) (SUDAS) staff and Iowa DOT Specifications Section, with approval by their respective Board of Directors and Specification Committee. The jointly developed and maintained specifications are identified in the Standard Specifications with the following first paragraph of the section:

“This section was developed in conjunction with Section *nnnn* of the [SUDAS Standard Specifications](#), with modifications to suit the needs of the Department.”

Examples of these modifications are testing frequencies, pipe material allowed within the right-of-way, and backfill materials.

Other sections of the [SUDAS Standard Specifications](#) may be used on the project but not by reference. A Special Provision must have been developed using the desired text and included in the proposal and contract.

Preconstruction Inspection Duties

1. Color coding of plans:

If the plans are not printed (or available) in color, it is recommended that the inspector review the plans and use multiple colored highlighters to emphasize key issues that will need to be addressed during construction. For example, on the typical cross-sections, highlight pavement slope in one color, widths in a second color, depth in a third color, etc. On the d-sheets, highlight locations of various types of installations, i.e. field entrances, side roads, culvert locations, right-of-way limits, borrow areas, etc. For suggested colors, see Design Manual, Chapter [21E-4](#).

2. Office Task:

- Develop a filing system for each project that will address pre-letting, post-letting, and project close-out requirements. Some projects may still utilize hardcopy/paper file systems and this type of system is permissible. However, the DOT requires the use of the electronic document submittal software, Doc Express, on all county projects let through the DOT since January 19, 2018 and all city projects let through the DOT since July 19, 2018. The use of Doc Express will fulfill the need of a filing system. Duplicate systems are not recommended. Additional information on Doc Express is shown later in this I.M.
- Obtain a copy of I.M. 6.110, [Attachment E](#), Pre-audit Checklist, to ensure that the proper documents for each project are included in the project file. The Pre-audit Checklist and the documents required by the checklist can be filed in either an electronic or hardcopy format.
- These checklists may not be all inclusive. If there are more specific files needed for a project, other file folders may be developed.

3. Review [Chapter 3](#) of the Construction Manual for general inspection instruction. Review appropriate chapters in the rest of the Construction Manual for the type of work being inspected.

4. Field tasks (when appropriate):

- Tying section corners.
- Marking stations/linear reference points.
- Identify survey points needed for construction (i.e. point of curve, PT).
- Mark super-elevated curves for transitions.
- Mark fill areas for leveling courses.
- Identify deviations in roadway crown that may affect overlay thickness.
- Stake structures.
- Mark or identify the locations indicated on plan tabulations to make sure they are correct with field conditions (i.e. subdrain outlets, location of paint markings, mailbox relocations, removal limits, patching locations).

- Preconstruction photos or videos.
- Ensure any environmental or culturally sensitive areas are correctly identified on the plans.
- Communicate with residence, businesses, and services that may be impacted to see if they will have any special access needs during construction.
- Develop preliminary cross-sections for earthwork items.
- If smoothness is not required, verify that a 10 foot straight edge will be available for the inspector to use during construction. (See [Article 2316](#) of the Standard Specifications, the list of Special Provisions in the Proposal, and the Estimate Reference Information or General Notes in the plans to determine if smoothness will or will not be required.)

5. Setting up the field construction records:

A uniform system of project documentation should be established for construction projects. Uniformity will simplify training of new employees and reduce confusion upon reassignment of inspectors to other projects. It will also facilitate efficient inspection, construction progress documentation, audits, and project reviews. The Person in Responsible Charge will assign staff to inspect the construction project(s). The responsibility for all required documentation must be specifically and clearly communicated to the project inspector(s).

The Contract Administering staff must maintain project records properly, preserve all source documentation, backup electronic files, and make all documentation readily available when needed. A log of all employees providing documentation for a project should be maintained, including their signature and initials. The principles of record keeping discussed in this I.M. apply to all types of documentation, regardless of the media used to save the information. There are three options for contract administration:

Doc Express

Doc Express is a secure, web based, electronic document submittal program with a digital filing cabinet document exchange that provides remote access to project documents. Any project let through the Iowa DOT, Contracts and Specifications Bureau, shall utilize the program for documentation. Use of Doc Express has been required for all county projects let through the Iowa DOT since the January 19, 2018, letting and on all City projects since the July 19, 2018, letting.

Doc Express also has digital and electronic signature capability and configurable workflows for documents. Doc Express shall be used to exchange, sign, and store shop drawings, change orders, material certifications and reports, payrolls, final documents, etc. This will reduce or eliminate the possibility of important project documentation from being lost in the mail and help to expedite the project administration process.

Doc Express can be utilized by many different personnel, including, but not limited to: contractors, subcontractor/suppliers, local public agencies, administering bureaus, inspectors, field auditors, office personnel, contracting authorities, project engineers, Federal Highway Administration, persons in responsible charge, or others that have been approved for access to the electronic project file.

A Doc Express user guide, file naming convention and flowchart are located in [Attachment F](#) of this I.M. The use of the Doc Express file naming convention is required. The process to become a user by creating an account or making modifications to an existing account are also contained in [Attachment F](#) of this I.M. Users can be added or removed from access in Doc Express. The LPA will need to notify the Iowa DOT, Local Systems Bureau Administrator (contact) for Doc Express, of all changes in personnel; including email address of the new user and type of access being requested.

Some of the drawers require a submittal to be electronically signed. Who is required to sign a submittal is dependent on the form that is submitted. Additional information on the electronic signature process is contained in [Attachment F](#) of this I.M.

Appia, FieldBook2 and FieldManager

FieldBook2 is an automated record keeping system that is used by some field staff to document construction progress. It is a PC "front-end" to the FieldManager component that interfaces with the Iowa DOT's mainframe contractor payment system.

There may be multiple users of FieldBook2 making individual entries for the same contract. The information from each of these users is combined by FieldManager which is then used to document progress of the field work and process payments to the Contractor.

FieldManager gathers information on item progress only; supporting documentation must be maintained separately. Since the supporting documents are not available in FieldManager, they will need to be made available to the inspector either electronically or in hard copy format to track the support information for the individual items that require them. For information on what supporting documents are needed, see the guidance in the Item Progress and Supporting Forms section below.

The [FieldBook Users Guide](#) and [FieldManager Users Guide](#) are available for instructions on using the programs. There are also documents named [FieldBook Cookbook](#) and [FieldManager Cookbook](#) which give step by step instructions on how to use the respective programs based on the task you are working on.

NOTE: The Local Systems Bureau has been implementing a contract administration automation program called Appia. If an LPA is not currently using FieldBook2/FieldManager, Appia may be used with approval of the LSFE and if the LPA has received training from the Local Systems Bureau. The first project utilizing Appia may be either a DOT let project or a locally let project. You may contact the Local Systems Bureau for more information. The [Appia User's Guide](#) is available as well as the [Funding Overview Guide](#) and the [Inspectors Flash Guide](#).

Neither FieldBook/FieldManager or the Appia program are currently required. The Local Systems Bureau expects to require Appia use for counties sometime in 2020 and for cities in 2020 or early 2021. It is highly recommended that the LPA grant "read only" user access to Local Systems staff for project let through the DOT.

Setting up a Field Book

In the past, project records have been kept manually on paper forms or on pre-developed Excel spreadsheets, and are referred to as "field books". For each item available for use on a contract, forms have been developed using Excel to record item progress and any item specific information pertinent to the installation/construction of that item. These forms can be utilized in either an electronic or paper format. The forms are available on the Local Systems Bureau [Post Letting Resources](#) webpage; click on "Inspection worksheets (Excel format)". To see the list of items and forms associated with each item, click on "[Index](#)". Do not print this list because the column for the support forms may not be wide enough in a printed version to show all the required form for some items. Also, this index of forms is updated every letting that an item code is added or deleted, so a printed copy may be obsolete as early as the next letting.

When setting up a book for a project that was let previously, there may be items that no longer appear on the current list. At the bottom of the spreadsheet there are two tabs; one is "Current" and the other is "Obsolete". If the item you are looking for does not appear on the "Current" list, click on the tab "Obsolete" to find it. The items on these lists are numerical based by the item code and should appear in the same order as they are on the contract. An easy way to get a list of the forms you will need is to make a table of all the items on your contract and then go through the list of items on the index and write down the forms you will need for each item. The table may include columns for "Line No.", "Item Code/Item Description", "Unit", "Form", and "Support Forms". Once this list of forms is complete, go back to the Local Systems Bureau [Post Letting Resources](#) webpage. If the list of forms is not visible under "Inspection worksheets (Excel format)", click on it again to expand the list to show all of the forms. You can download a copy of each form you will need.

From the list that is developed, print each of the forms needed for each item. These should be inserted into a 3-ring binder for use in the field to document the project. In lieu of hardcopy forms, the electronic versions of the forms, in Excel format, can be used to document daily activities and item progress. The advantage of using electronic documentation is that many of the forms have internal quantity calculations built into them and will require the use of a mobile electronic device in the field.

A. Loose Leaf Forms (hard copy and electronic formats)

1) There are six standard forms that are used on every project:

- a. Project Index forms - "[Project Index](#)" and "[Project Index-A](#)" (page 2 of the form if more than one page is needed for all of the information):
 - i. If setting up books in a hard copy format, this page will not be needed if each of the items in a binder is tabbed for easy access. This eliminates the need to renumber the pages on the index when additional pages are added to the book.
 - ii. If using electronic format (Excel) for field documentation, make a new tab (sheet) for each item. On the first tab (sheet) make an index to list the item number and the tab label under which the information for each of the items can be found.
- b. [Project Information](#) form: This sheet included information on the contract period and key personnel that will be working on the project and their contact information. If utilizing hard copy forms include a printed name, signature, and initials. If utilizing electronic forms include name and initials. If using an electronic signature on any documents, also include that. Anyone who is going to be making entries into books, picking up tickets, or signing documents in the field needs to be included on this sheet.
- c. [Inspector's Checklist](#) form: The Inspector's Checklist as with many of the support forms serves as a reminder to the inspector of duties they need to perform during the inspection of the project.
- d. Daily Diary forms - "[Daily 1](#)" and "[Daily 2](#)" – two formats are available depending on how much information will be written each day.
 - i. The Daily Diary is used to document information needed to complete the Weekly Report of Working Days ([Form 830238](#)).
 - ii. Daily Diaries must be legible and complete. These inspector's diaries are legal documents and may be used to resolve claims and disputes. Entries should be strictly factual and remain objective in nature. Do not include opinions. This documentation may be used in a court of law. Each inspector must also keep a diary that includes a description of activities accomplished during each day.
 - iii. Preparing a Daily Diary:
 - a. Who - Contractor, subcontractors, utilities on site.
 - b. What - Items of work, weather, problems encountered.
 - c. Where - Exact location by station and offset of work performed, problem, or event.
 - d. When - Time of major event.
 - e. How - Specialized equipment or methods used.
 - f. Sketches and computations - Dimensions are critical and neatness counts.
 - g. Visitors - Name, purpose of visit, and discussions held.
 - h. Modifications - Authorization for modifications to the contract documents and any substitutions allowed.
 - i. Author's signature

2) Item Progress and Supporting Forms:

- a. Item progress forms begin with "E0xx" where xx is the form number. For every item there is a form E0xx and a form E0xxA. As with Index and Index-A, if there is too much information for one sheet, the A sheets are used to continue the documentation for that item and do not include the footers shown on the first page. Every item progress form includes a space/field for documenting the Article where the Method of Measurement and

Basis of Payment for each item can be found. Enter the appropriate Article number in the space provided on each form.

- b. Supporting documentation forms are used begin with “E1xx” where xx is the form number. These forms are used to document field test results, samples, measurements, temperatures, observations, etc. for individual items. Not all items require a support form and some items require multiple support forms. If the same support form is required for more than one item, a separate form shall be included for each of those items. For example, if there is more than one concrete item on the contract, [Form E145](#) (which is used to document results of entrained air and slump test) would be included for each concrete item. Note: Form E115 is also available in Excel as [Form 830242](#), Structures Weekly Grade Report, and [instructions](#) on completing the form.
- c. When using a notebook or pad of paper in the field for documentation of progress or events:
 - i. Hardcopy forms: Do not discard this original document after entering the information on the loose-leaf forms in the 3-ring binder. Three-hole punch the paper and insert in your project binder, so if there is a mistake in transferring information, the original source documentation is not lost.
 - ii. Electronic forms: Do not discard this original document after entering the information in the electronic loose-leaf forms. Scan the original document and attach it to the electronic record so if there is a mistake in transferring information the original source documentation is not lost.

B. Other documents to include in your field book:

In addition to the loose leaf forms listed above, obtain copies of the documents listed in [Attachment E](#) to this I.M., under Inspectors Records and Office Files. The “Type of documents being used to record project progress” and “Are entries for all items” under the Inspectors Records section refer to the items discussed in Section A above. All other documents listed in [Attachment E](#) to this I.M. are in addition to the item progress sheets.

The bullet items listed in I.M. 6.110, [Attachment E](#), Pre-audit Checklist, Contract Documents, are items that shall be in the project file at the time of final review. Some of these documents will be used in the field by the project inspector and be included in the project file. Please review I.M. 6.110, [Attachment E](#), prior to the start of the project to identify any additional forms that may be needed in the field books for completion on the project site.

Preconstruction Meeting

After a contract has been awarded, a Preconstruction meeting should be scheduled. Directions on the content of this meeting are available in Section 2.11, Preconstruction Meeting, in [Attachment D](#), to this I.M.

Construction Inspection Duties

- Inspect Contractor’s Poster Board to verify compliance and record inspection results on Project Engineer’s EEO Project Site Inspection/Wage Rate Report form ([Form 650170](#)).
- On contracts with Contractor Furnished Borrow of 50,000 cubic yards or greater, follow Iowa DOT Standard Specifications 1106.07 and 2102.03.
- For projects regulated by a National Pollutant Discharge Elimination Systems (NPDES) Stormwater Permit, an Erosion Control Implementation Plan (ECIP) is required. Follow [Section 2602](#) of the Standard Specifications for requirements of the ECIP.
- If a Pollution Prevention Plan is included in the plans, insure erosion control methods are established before work that could result in erosion begins. Conduct joint inspections and record on Storm Water Site Inspection form ([Form 830214](#)) as specified in the Pollution Prevention Plan.

- If Davis-Bacon Wages apply, ("FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT" as stated on the first page of the Contract) perform wage rate reviews as specified in Section 2.24, Davis-Bacon Wage Requirements, Project Engineer's Involvement, A. Field Procedure, in [Attachment D](#) to this I.M. The correct version of the Wage Rate is found on the first page of the Contract and is listed as an addendum (i.e. IA14-1.1). This is the version that should be found on the Contractor's Poster Board and should be used to check the certified payrolls for compliance.
- For all DBEs working on the contract, complete a Commercially Useful Function Checklist ([Form 517014](#)).
- LPA Materials Labs are required to be qualified for Federal-aid projects, per [Materials I.M. 208](#). For non-Federal-aid projects, if the LPA's Materials Lab has not been qualified by the Iowa DOT, the LPA shall qualify the lab at a minimum of once every 24 months, using the lab qualification checklist in [Materials I.M. 208, Appendix B](#).
- The LPA shall be certified to perform materials testing, per the Technical Training and Certification Program (TTCP) described in [Materials I.M. 213](#).
- As materials are delivered to the site:
 - Obtain the appropriate documentation for those materials, as required by the contract documents.
 - Review documents for accuracy and compliance with the requirements of the contract documents.
 - Organize Materials Certifications as submitted.
- Observe work being performed by the Contractor and subcontractors. Document quantities of items installed and record daily activities in the Daily Diary.
- Perform tests and obtain materials samples as directed by [Materials I.M. 204](#).
 - For samples to be submitted to other labs for testing, complete an Identification of Sample for Test form ([Form 820193](#)) and attach to the sample before submitting.
 - Obtain test results from testing labs and include in field records.
- If there are any deviations from the contract requirements that will require either correction or price adjustment, these deviations shall be recorded on Non-Compliance Notice form ([Form 830245](#)) (Notice) (see [Attachment D](#), Section 2.53, Price Adjustment Guide for Reasonably Close Conforming, Reasonably Acceptable, and Deficient Work, to this I.M.).
 - The Contractor's representative should sign the Notice.
 - If the Contractor's representative will not sign the Notice, record name, date, and time of presentation of the Notice.
 - Provide the Contractor a copy of the Notice. If the Contractor is not on site, and the Notice is given to a subcontractor, also send the Contractor a copy of the form.
 - Negotiate between the PIRC, Project Engineer, and Contractor on method of corrective action or price adjustment.
 - If field correction is agreed upon, record date, time, and method of correction in field records.
 - If Price Adjustment is agreed upon, complete a Change Order ([Form 831240](#)) to address the change.
 - If no correction is agreed upon, record basis for that decision in field records.
- Record item progress quantities on the appropriate loose-leaf pages or in FieldBook.
- Complete a Weekly Report of Working Days form ([Form 830238](#)) and submit to Project Engineer for signature and distribution.

LPA Construction Reviews

- Local Systems Field Reviews - On an annual basis, the Local Systems Bureau will select a sample of projects to review. These reviews will occur during the construction of the project and will utilize the Iowa DOT Field Inspection Review Report (see [Attachment E](#) to this I.M.). This checklist includes all of the documents that should be present in the Project Engineer's files, project inspector's records, and

observations from the project site. The purpose of these reviews is to verify a project was developed and is being constructed in accordance with the procedures outlined in the Federal-aid Project Development Guide ([Guide](#)) and Instructional Memorandums to Local Public Agencies ([I.M.s](#)), thereby ensuring that Federal and/or State requirements are being met.

Any deficiencies that are identified at the time of the field review will be discussed with the LPA to assist them in correcting these issues. This review and correction of any deficiencies will aid in the expedition of the project closeout and final review process. This should also aid in the administration and inspection of future projects to ensure that the documentation will be complete and the project will be in compliance with the contract documents.

- Systems Planning Field Reviews - contact the Systems Planning Bureau.
- FHWA Field Reviews - On an annual basis, FHWA will select a sample of Federal-aid projects to review. These reviews will occur during the construction of the project. These are formal reviews and a report is written to document the findings. FHWA does have the authority to rescind funding of a project.
- Work Zone Safety Reviews – On an annual basis, representatives from FHWA and DOT, review a sample of projects currently under construction for compliance of traffic control and flagging procedures.

File Format, Location, and Retention

Project files may be in either paper or electronic format. It is helpful, but not necessary, to have all of the documents in the same location (i.e., the same file folder, binder, drawer, cabinet, or electronic storage equivalent). If documents are stored in different locations, those locations should be clearly identified and easily located. In all cases, documents should be readily accessible for inspection by authorized Iowa DOT, other State agencies, Federal Highway Administration (FHWA), or other Federal personnel. For practical purposes, this means hard copies are either present in the file or can be printed upon request.

If the construction inspection is conducted by a consultant, these documents may be stored at the consultant's office during construction. However, after the project has been closed out, these records should be turned over to the LPA for the duration of the record retention period (see [I.M. 6.110](#), Field Review, Audit, and Close-out Procedures for Federal-aid Projects).

ROLES & RESPONSIBILITIES

Roles & Responsibilities

Chapter 2 of the Construction Manual and Instructional Memorandum to Local Public Agencies 6.000, Construction Inspection, Attachment D provide descriptions of the responsibilities of all parties involved with the administration of Federal Aid projects. For Iowa Department of Transportation administered projects please refer to Chapter 2 of the Construction Manual. For projects that are administered for Local Public Agencies (Counties and Cities) please refer to Instructional Memorandum to Local Public Agencies 6.000, Construction Inspection, Attachment D. Please consult with these documents for more detailed instructions of roles and responsibilities for individual tasks associated with the administration of Federal Aid projects.

Responsibilities of the Project Engineer

1105.01 AUTHORITY OF ENGINEER.

- A. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work, all disputed and mutual rights between contractor, all contract documents, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. The Engineer's decisions will be final.

1105.06 AUTHORITY AND DUTIES OF INSPECTOR.

The Contracting Authority may appoint inspectors to represent the Engineer in the inspection of materials used in and work done under the contract. Such inspection may extend to any part of the work and to preparation or manufacture of materials to be used. The inspector will not be permitted to modify in any way the provisions of the contract documents or to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being performed. Results of inspection tests and examinations will be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for compliance with the contract documents in accordance with [Article 1104.01](#). The inspector will not act as supervisor or perform other duties for the Contractor, nor improperly interfere with management of the work. The inspector will not be authorized to approve or accept any portion of the work. In case of dispute between the Contractor and inspector as to quality of materials or manner of performing the work, the inspector has authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of suspension of work will be given to the Engineer and Contractor by the inspector.

1105.07 INSPECTION OF WORK.

- A. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.
- B. If work thus exposed or examined proves acceptable, the uncovering or removing and replacing of covering, or the restoring of parts removed, will be paid for as extra work, except that no payment will be made for work involved in checking smoothness of pavement surfaces. If work thus exposed and examined proves unacceptable, the Contractor shall replace the defective

work in accordance with the specifications. If work thus exposed and examined proves either unacceptable or deficient, the Contractor will be paid only for work as finally accepted.

- C. Work done without the Engineer having been afforded ample opportunity to provide suitable inspection, or unauthorized work, may be ordered removed and replaced at the Contractor's expense, or may be excluded from the quantities measured for payment.

1101.03 DEFINITION OF TERMS.

Reasonably Acceptable.

Reasonably acceptable means acceptance with price adjustment of material or finished work that is incorporated and is not within reasonably close conformity with the contract documents, but at the discretion of the Engineer, it is determined that acceptable work has been produced. This is material or work for which a determination has been made to be accepted and remain in place.

Reasonably Close Conformity.

Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such working tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the work and the interests of the State.

Unacceptable Work (Also Defective Work).

Work not in reasonably close conformance with the contract requirements and ordered to be removed and replaced.

Unauthorized Work.

Work neither contemplated by the contract documents nor authorized by the Engineer, and work done contrary to the instructions of the Engineer.

See Chapter 2 of the Construction Manual or IM 6.000, Attachment D, Section 2.02

RESPONSIBILITY OF PROJECT ENGINEER

See Chapter 2 of the Construction Manual or IM 6.000, Attachment D, Section 2.03

DELEGATION OF RESPONSIBILITY

3.01 INSPECTION PERSONNEL

Inspection is one of the most important processes in any highway project. Even though much care is used in preparing contract documents, the quality of the finished product generally reflects the quality of the inspection performed.

An inspector must be honest and fair, exercising responsibilities with firmness and good nature. Inspectors must work cooperatively with fellow employees, supervisors, and contractors. The inspector must avoid supervising the contractor's work operations or performing any other activity that could be construed as a responsibility of the contractor; otherwise, the contracting authority's position could be jeopardized in the event of a dispute or claim.

Responsibilities

The inspector, as a member of the construction team, must perform assigned duties in a manner that will promote the progress of the project. The inspector should be familiar with the construction schedule and know how the work to be inspected fits into that overall schedule.

Completion of the work within the contract time is important to both the contracting authority and the contractor.

Inspectors are accountable to the project engineer for satisfactory performance of their duties. In performing assigned duties, an inspector has the following responsibilities:

- **Plan Familiarity**

An inspector should become thoroughly familiar with project plans, specifications, special provisions, and standard road plans that apply to the work being inspected. The inspector must be capable of recognizing if the work being inspected conforms with the contract requirements.

- **Work Done Without Inspection**

Specifications 1105.06 and 1105.07 discuss appropriate situations where work is done without inspection. Good inspection practices include developing a working arrangement with the contractor that allows for being at the right place at the right time for prompt and adequate inspection.

- **Contract Compliance**

Inspectors must assure themselves that all materials furnished and work performed by the contractor are in compliance with contract requirements. Contractor's operations must be observed and appropriate tests and measurements must be performed to determine the progress and the quality of work. All reasonable facilities for such inspection must be furnished by the contractor. Documentation of inspected work and computations should be complete.

- **Unacceptable Work**

Unacceptable work should be recognized early and reported to the contractor before it develops into expensive and time-consuming corrections. Notification should be confirmed in writing if necessary. For example, if the contractor is using wrong sizes or types of materials, the contractor should be informed of this at the first opportunity.

- **Testing**

Materials quality tests should be performed expeditiously and carefully. Test samples should be carefully handled and protected. Test failures should be promptly reported. The inspector should notify the contractor of failures or when materials are rejected before being incorporated into the work.

- **Daily Diary**

The inspector's daily diary should include a record of the day's happenings, contractor activity on the project, instructions given the contractor, and extra work order agreements made. Daily diaries can assume legal importance.

If a project diary is lost, stolen, or otherwise misplaced, *a new diary should be started immediately*. The first entry in the replacement diary should document the conditions relative to the loss of the original diary and then continue with the usual diary entries for the remainder of the project.

Authority

The inspector has the authority to reject materials or suspend work if the quality of either is in dispute with the contractor. Settlement of a dispute is decided by the project engineer.

An inspector's authority does not extend to modification of any of the provisions of the contract documents, acceptance of the work, acting as a supervisor for the contractor, or improper interference in the contractor's project management.

Responsibilities of the Contractor

1103.08 DISCLOSURE OF SUBCONTRACTOR.

- A.** A bidder awarded a contract with the Department shall disclose the names of all subcontractors who will work on the project or projects, or who the bidder anticipates will work on the project or projects. If a subcontractor named by a bidder awarded a contract is replaced, or if the cost of work to be done by a subcontractor is reduced, the bidder shall disclose the name of the new subcontractor or the amount of the reduced cost. If a subcontractor is added by a bidder awarded a contract, the bidder shall disclose the name of the new subcontractor..

1104.01 INTENT OF PLANS AND SPECIFICATIONS.

The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that the Contractor shall furnish all labor, material, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only first quality materials and first quality work are to be used.

1105.04 CONFORMITY WITH AND COORDINATION OF THE CONTRACT DOCUMENTS.

- A.** In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:
 - 1. Addendum
 - 2. Proposal Form
 - 3. Special Provision
 - 4. Plans
 - 5. Standard Bridge Plans, Standard Culvert Plans, and Standard Road Plans
 - 6. Developmental Specifications
 - 7. Supplemental Specifications
 - 8. General Supplemental Specifications
 - 9. Standard Specifications
 - 10. Materials I.M.
 - 11. Notice to Bidders
- B.** Electronic support files, if available, will be provided prior to letting and are for information only. Should there be a discrepancy between an electronic support file and a contract document, the contract document shall govern.
- C.** Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.
- D.** Should there be a discrepancy between a contract document and a document (e.g.: ASTM, AASHTO, MUTCD, etc.) referenced by a contract document, the referenced document shall carry the same hierarchy as the contract document from which it is referenced. Should there be a discrepancy between the contract documents and a referenced document, the contract documents govern unless obviously incorrect.

- E.** The Contractor shall not take advantage of any apparent error, omission, or discrepancy in the contract documents. The Engineer will be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the contract documents subject to compensation as provided in [Articles 1109.03](#), [1109.04](#) and [1109.14](#). Written notice of changes in the contract documents will be given to the Contractor by the Engineer.
- F.** All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents.
- G.** If the Engineer finds the material or the finished product in which the material is used is not within reasonably close conformity with the contract documents but that reasonably acceptable work has been produced, the Engineer will then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as is necessary to conform to the determination based on engineering judgment.
- H.** If the Engineer finds the material or the finished product in which the material is used or the work performed is not in reasonably close conformity with the contract documents and has resulted in an inferior or unsatisfactory product, the work or material shall be considered unacceptable work and shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

1105.05 SUPERVISION BY CONTRACTOR.

The Contractor or a competent Superintendent must be on the project when construction activities are taking place. This representative must be capable of reading and thoroughly understanding the contract documents and experienced in the type of work being performed. The Superintendent shall supervise, direct, and control the Contractor's operations, personnel, work, and the subcontractor's operations. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. The Contractor shall give the Engineer written notification of the name of the Superintendent. A copy of the official plans and specifications shall be available on the project site at all times.

1107.01 LAWS TO BE OBSERVED.

- A.** The Contractor is presumed to be familiar with all laws, ordinances, and regulations that may in any manner affect those engaged or employed upon the work, or materials or equipment used in or upon the work, or that may in any way affect the conduct of the work. The Contractor shall so conduct the work that conflict with any such laws, ordinances, or regulations will be avoided, and the Contractor shall save harmless the Contracting Authority and its representatives against any claims arising from violation thereof.

1107.02 INSURANCE.

- A.** It shall be the Contractor's responsibility to have liability insurance covering all of the construction operations incident to contract completion and the Contractor must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by

persons employed directly by the Contractor including a subcontractor, persons employed by a subcontractor, or by an independent contractor.

- B. In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.

1107.07 SAFETY, HEALTH, POLLUTION, AND SANITATION.

- A. In the performance of the contract, the Contractor shall comply with all applicable laws, rules, regulations, and ordinances governing safety, health, pollution, sanitation, noise control, and disposal of waste materials. The Contractor shall also make available such additional safeguards, safety devices, protective equipment, and take such actions as are reasonably necessary to protect the life and health of employees and the public. Violations of properly promulgated laws, rules, regulations, and ordinances reported to the Engineer by responsible agencies may result in the issuance of a suspension order until such time as the violation is corrected.
- B. The Contractor shall make adequate provisions satisfactory to the Engineer for safety of inspectors, particularly at sampling locations. Provisions shall include guards for moving belts, pulleys, and wheels near the sampling point and a stable platform when sampling is to be done from an elevated location.
- C. There shall be suitable retention dams in areas where approved liquid asphalt materials or asphalt binder are stored and used, to minimize pollution of nearby areas from effects of normal rains. The Contractor shall take other necessary precautions to prevent pollution of streams, lakes, ponds, reservoirs, and other areas with fuels, oil, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- D. Machinery must be properly maintained at all times in order to limit engine noise as well as other extraneous noise.
- E. When directed by the Engineer, and with no additional compensation, the Contractor shall apply water to the construction area and haul routes, as necessary, to prevent the spread of dust. On Primary Roads and Primary Road extensions, on temporary Primary Road haul roads, and when designated in the contract documents construction areas adjacent to Primary Roads on which traffic is maintained, the Contractor will be paid for watering ordered by the Engineer at the rate of \$60 per thousand gallons.

1107.08 PUBLIC CONVENIENCE AND SAFETY.

- A. The schedule for removal of existing guardrail, ~~warning devices,~~ and ~~other~~ traffic control devices requires Engineer's approval. The Contractor may be required to place temporary warning devices at locations where replacement features are not installed the same day as removal takes place.
- B. The Contractor shall conduct the work to assure the least possible obstruction to access by the residents along the project. The Contractor shall schedule and conduct the work in such a way as to provide for their safety and convenience. The Contractor shall submit a construction staging plan to the Engineer for local access required to remain open. Relocated accesses shall be completed prior to removal of existing accesses. If a permanent access cannot be completed prior to removal of an existing access, the Contractor shall provide and maintain an alternate access. Work and materials required by the Engineer for public convenience and safety in excess of that provided for in the contract documents will be paid for per [Article 1109.03, B.](#)

- C. Whenever it is practical to do so, the Contracting Authority will close the portion of the road under construction, provide a detour, and cause suitable detour signs to be erected to mark such detour.
- D. When it is not practical for the Contracting Authority to close the road for construction, the Contractor will be expected to perform the work under traffic. The contract documents will indicate this fact and provide instructions for handling traffic through the work area. Unless otherwise stated in the contract documents, all work shall be performed by the Contractor between the hours of 30 minutes after sunrise to 30 minutes before sunset.
- E. Except when the contract documents indicate the road is to be closed, ~~during all pavement widening, base widening, and HMA resurfacing work,~~ traffic will be permitted to use the ~~routes~~ roads involved at all times and shall not be delayed unnecessarily. ~~Where a pavement or base is being widened, the machine depositing material shall operate within the designated work area.~~ Construction equipment and materials may be stored within the right-of-way, ~~as far from the traveled way as is practical, but at least 15 feet from the edge of the traveled way,~~ and the roadbed shall be free of Contractor's equipment during non-working hours. The work shall be planned and conducted to cause a minimum delay or interference with traffic.
- F. When work on a traveled way necessitates diverting traffic from a work lane to another lane, material, personnel, ~~mobile~~ equipment, and vehicles shall occupy the work lane to the minimum extent and for the minimum time necessary, and non-mobile equipment shall be removed from the work lane promptly after its operation is completed in that lane.
- G. On two-lane roadways, a work area shall be established only on one side of the roadway and there shall be no parking of vehicles or equipment on the opposite shoulder within 500 feet of the work area.
- ~~H.~~ The location for storage of materials and equipment by the Contractor during nonworking hours shall be ~~as reviewed~~ at least 15 feet from the edge of the traveled way and approved by the Engineer prior to use.
- ~~I H.~~ ~~Parking of private vehicles on Interstate right-of-way will not be allowed.~~ On divided highways, ~~P~~parking of unattended equipment within the median or storage of equipment within 50 feet of the edge of ~~pavement~~ the traveled way will not be allowed.
- ~~J I.~~ Materials stored within the highway right-of-way shall be placed to cause a minimum obstruction to traffic. Sidewalks, gutters, sewer inlets, and portions of highway adjoining the roadway under construction shall not be obstructed more than is necessary.
- ~~K J.~~ When the shoulder work is a part of the contract for work on a project open to public traffic during construction, the Contractor shall coordinate the operations so that the length and degree of pavement edge drop-off caused or partly caused by the operations are minimized.
- ~~L K.~~ Shoulder construction in conjunction with PCC overlay or HMA resurfacing shall meet the following:
 - 1. **Paved Shoulders (Partial or Full Width).**
Construction shall be staged so no drop-offs exist at the pavement or shoulder edge when the adjacent lane is to be opened to traffic. The pavement edge drop-off requirement shall be satisfied with an HMA shoulder fillet. This fillet shall extend into the shoulder area a minimum of six times the thickness of the drop-off and shall be placed prior to the adjacent

lane being opened to traffic. Compaction of the HMA fillet shall be a minimum of one coverage with a pneumatic tired roller per 1 inch of thickness. The fillet shall be removed prior to start of shoulder paving. The shoulder edge drop-off requirement shall be satisfied with a granular fillet, meeting the requirements of the following paragraph.

2. Granular Shoulders.

Construction shall be staged so no drop-offs exist at the pavement edge when the adjacent lane is to be opened to traffic. The drop-off requirements shall be satisfied with a shoulder fillet or full shoulder width of granular material according to [Article 2121.03](#). The fillet shall extend into the shoulder area a minimum of six times the thickness of the drop-off and shall be placed prior to the adjacent lane being opened to traffic. Compaction of the fillet shall be a minimum of one coverage with a pneumatic tired roller per 1 inch of thickness.

M L. Paved shoulder construction adjacent to existing travel lanes shall meet the following:

1. HMA Shoulder.

- Drop-offs greater than 2 inches will not be allowed when the adjacent lane is open to traffic,
- Place the final lift of HMA shoulder material within 48 hours of the previous lift.

2. PCC Shoulder.

Do not open adjacent lane until PCC shoulder is cured enough to support traffic control devices.

N M. When the Contractor works on a bridge spanning a roadway or passageway, the Contractor shall take all necessary steps to protect the public using the facility below the bridge from falling debris, material, or construction equipment. The Contractor shall submit a safety procedure written plan to the Engineer prior to starting work. The plan shall include the following:

- Design of the means and methods used to provide protection.
- All assumptions used in the design.

Evaluation of the plan and design may require its preparation by a Professional Engineer licensed in the State of Iowa. If so, the costs will be paid for in accordance with [Article 1109.03, B.](#)

1107.09 BARRICADES AND WARNING SIGNS.

A. Barricades, **channelizing devices**, warning signs, and other aspects of traffic control shall be in accordance with the contract documents. In providing adequate and proper traffic control, both the Contracting Authority and the Contractor have certain responsibilities.

1. Responsibilities of the Contracting Authority.

a. Advance Notification.

Whether a road is closed for construction or traffic is to be maintained during construction, the Contracting Authority will furnish, erect, and maintain such suitable advance warning signs, warning lights, and barricades as it deems appropriate outside the project area, in addition to those barricades and signs required to be erected by the Contractor. If necessary, where a road is closed for construction, a marked detour will be established.

b. Primary Road Intersections.

The Department will furnish, erect, and maintain such suitable advance warning signs, warning lights, and barricades as it deems appropriate where a Primary Road intersects a Primary project to provide a marked detour for through traffic using the intersecting

Primary route or to provide advance notification to through traffic using the intersecting Primary Road and passing through the intersection. A marked detour may allow public traffic to use the intersection.

c. Secondary Projects.

Where a Secondary Road project requires work within a Primary Road right-of-way or extension of the right-of-way across the Secondary Road, the Primary Road shall be protected as a Primary project through which traffic is maintained. The Department will furnish, erect, and maintain such suitable advance warning signs, warning lights, and barricades as it deems appropriate. The County will notify the Department so this protection can be provided for Secondary projects.

d. Availability.

Except when there is an item for traffic control, all signs and traffic control devices (except pilot car signs and flagger signs) will be made available to the Contractor at a nearby site designated by the Engineer. They will be furnished by the Contracting Authority. ~~Replacement materials will also be furnished as necessary.~~

e. Additional Notification.

Any additional signs, barricades, or notification beyond the project area deemed appropriate by the Engineer will be the responsibility of the Contracting Authority.

f. Regulatory and Warning Signs.

The Contracting Authority will erect prior to construction any additional special regulatory or warning signs required due to construction that are located outside of the project limits. This does not apply to warning and regulatory signs specifically required for traffic control zones necessary for construction activities defined in the contract documents.

g. Suspensions.

By agreement, the Contracting Authority will accept responsibility for maintenance of signs and barricades when work is suspended for 30 calendar days or more, or when such time of suspension is anticipated.

2. Responsibilities of the Contractor.

a. General.

- 1) The Contractor shall be responsible for placing and maintaining proper barricades, warning signs, and other traffic control devices on the project, and the Contractor shall take every reasonable precaution to prevent traffic from interfering with the work and to prevent the work from interfering with the traffic; and shall take every reasonable precaution to provide for safety of the general public traveling to, through, within, along, and across the project. Where the road is closed for construction, the Contractor shall take every reasonable precaution to protect the work and equipment and to provide for safety of the public. When traffic is to be maintained through the construction, the Contractor shall erect and maintain all signs; furnish, erect, and maintain all other traffic control devices and ~~other safeguards~~ pilot cars; and provide all flaggers necessary to protect the traveling public. Payment for this work will be in accordance with [Article 2528.05](#).
- 2) The Contractor shall furnish, erect, and maintain ROAD WORK AHEAD and END ROAD WORK signs at the mainline limits of individual work areas on highway construction or contract maintenance projects where traffic is maintained through a traffic control zone. The ROAD WORK AHEAD sign shall be placed to identify where traffic enters a traffic control zone. The END ROAD WORK sign shall be placed to identify where traffic leaves a traffic control zone and be located at least 500 feet beyond the work area. Should more than one contractor be working on the project, the Engineer will assign the responsibility for these signs.

b. Intersecting Local Public Roads.

- 1) When a road closed for construction intersects other local public roads within a project, the Contractor shall erect and maintain barricades and warning signs in

accordance with the contract documents. Payment for this work will be in accordance with [Article 2528.05](#).

- 2) The responsibility described in the previous paragraph is intended to be in addition to actions of the Department described in [Article 1107.09, A, 1, b](#).

c. Entrance from Local Public Roads.

On local public roads open to traffic during construction, the Contractor shall erect and maintain signs in accordance with the contract documents. ~~When scarification is part of the contract, ROUGH ROAD signs shall also be erected on the shoulder of the road under construction at local public road intersections. These signs shall be erected, moved when appropriate, and maintained by the Contractor until the scarified areas are covered with the new surface material.~~ Payment for this work will be in accordance with [Article 2528.05](#).

d. Shoulder Drop-Offs.

Drop-offs at paved and granular shoulders shall be treated as provided in [Article 1107.08](#). All other drop-offs shall be handled in accordance with project plan requirements.

e. Sign Removal.

- 1) The Contractor shall not remove, move, or obstruct any regulatory, guide, or warning sign without approval of the Engineer. If these signs interfere with construction, approval of the Engineer shall be obtained prior to removal; temporary re-erection, if appropriate; and re-erection by the Contractor.
- 2) The Contractor shall be responsible for erecting, moving, maintenance, and removal of all signs necessary to protect the work area and uncompleted work and signs required elsewhere by the contract documents.
- 3) If the Contractor inadvertently damages a regulatory, guide, or warning sign, or makes it ineffective, the Contractor shall correct it and promptly notify the Engineer.

f. Availability of Signs.

The Contractor shall pick up signs and barricades furnished by the Contracting Authority at the site designated and shall return them when the work is completed.

g. Traffic Control Item.

When there is a contract item for traffic control, the Contractor shall furnish all signs, barricades, channelizing devices, and other traffic control identified in the contract documents.

h. Commencement of Responsibility.

The Contractor shall assume the responsibility required by this article because of the operations concurrent with possession of the work site or right-of-way through moving of equipment, machinery, tools, or materials thereon and in all cases when the work is commenced.

i. Cleaning.

The reflective surfaces of signs and traffic control devices shall be washed, as described in ~~Article 2528.03, L~~ [Article 2528.03, O, 6](#), and shall be clean at the time of initial installation on a project.

j. Traffic Control in Place.

At any time signs, barricades, or other traffic control devices are in place, for which the Contractor is responsible, the Contractor provide the Engineer the following information at the preconstruction conference or before work commences:

- 1) The name and telephone number of a 24 hour emergency response person for traffic control (answering services are not acceptable); so that repair or maintenance of these devices can occur promptly, within 2 hours and
- 2) The name and telephone number of the traffic control technician in responsible charge of the traffic control for the project per [Article 2528.01, C](#).

- B. The contract documents may require placement, maintenance, and removal of temporary and permanent pavement marking and temporary delineators. This work shall be in accordance with requirements of [Section 2527](#).
- C. An additional flagger shall be stationed at public road intersections or crossings within the work area, if necessary, to prevent vehicles from entering the work area against the flow of traffic. When traffic control is incidental, additional flaggers will not be paid for separately.
- D. The Engineer may require additional flaggers or other safeguards because of unusual or changed conditions, including suspensions and delays. Except when the need arises from the Contractor's actions or inactions, this will be paid for in accordance with [Article 1109.03](#).

1107.10 USE OF EXPLOSIVES.

- A. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from use of explosives.
- B. All explosives shall be stored in a secure manner in compliance with all laws and ordinances and in quantities maintained at a practical minimum. Storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1000 feet from the road, building, camping area, or place of human occupancy.
- C. The Contractor shall notify each public utility company having structures in proximity to the site of the work of the Contractor's intention to use explosives. This notice shall be given sufficiently in advance to enable the companies to take such steps as may be necessary to protect their property from damage.

1107.11 PROTECTION AND RESTORATION OF PROPERTY.

- A. The Contractor shall replace or renew fences, sidewalks, or other property damaged by performance of the work or the negligence of the Contractor's employees.
- B. The Contractor shall take suitable precautions to prevent damage to telephone, telegraph, and electric transmission lines along the highway and to pipes, conduits, and other underground structures.
- C. Unnecessary breaks in tile lines due to the Contractor's operations shall be replaced at no additional cost to the Contracting Authority.
- D. The Contractor shall be responsible for damage to property resulting from the performance of the work; however, this responsibility shall not extend to damage to fences, telephone, telegraph, or electric lines occupying the right-of-way unlawfully, provided due caution has been used in removing them.
- E. The Contractor shall carefully protect from disturbance all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and the Contractor shall not remove them until so directed.
- F. The Contractor's responsibility shall not be released until the work under the Contractor's contract is completed and accepted.

1107.15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY FACILITY AND SERVICES.

- A.** The Contracting Authority will endeavor to have all necessary adjustments made to public or private utilities within or adjacent to the limits of construction prior to construction activities, except those requiring coordination with the Contractor. Utility facilities have been plotted from available surveys and records, and shall be considered approximate. Other utilities may exist and their location may not be presently known or identified on the plans. The Contractor shall notify Iowa One-Call at 1.800.292.8989 to identify the location of all underground utility facilities within the construction area.
- B.** The Contractor shall determine the exact location of all public and private utility facilities located within the construction area to avoid damage in accordance with Iowa Code 480.4. The Contractor shall have considered in their bid all permanent and temporary utility appurtenances in their present or adjusted positions as shown in the contract documents. For projects not developed under 761 IAC 115.25 and not designated as POINT 25 projects in the contract documents, additional compensation will not be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the utility appurtenances or their operation or relocation.
- C.** Where existing utility facilities are shown in the contract documents or encountered within the construction area, the Contractor shall notify the utility company prior to beginning construction activities. The Contractor shall be responsible for notifying utilities and conducting work near utility facilities, required by Iowa Code 480.4.
- D.** Any system for supplying water, gas, power, or communications; a storm sewer, sanitary sewer, drainage tile, or other system for transmitting liquids; a pipeline system; traffic signalization system; and lighting systems within the limits of the proposed construction, which are to be adjusted, are to be moved by the utility company at their expense, except as otherwise provided for in the contract documents.
- E.** The Contractor shall cooperate with utility companies in their adjustment operations so that these operations may progress, the duplication of adjustment work may be reduced, and that services rendered by those parties will not be interrupted.
- F.** Where the Contractor's operations are adjacent to properties of railway, communication, or power companies, or are adjacent to other utility facilities where damage might result in considerable expense, loss, or inconvenience, work shall not begin until all arrangements necessary for protection of the facilities have been made.
- G.** In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in restoration of service. If a utility service is interrupted, repair work shall be continuous until service is restored.
- H.** Primary projects developed under 761 IAC 115.25 and designated as POINT 25 projects in the contract documents, where the utility company's adjustment is dependent on work by the Contractor, the Contractor shall provide the Contracting Authority and the utility company a good faith notice 14 calendar days and a confirmation notice not less than 3 working days before the Contractor's work will be complete and ready for the utility company to begin its work. If the utility fails to complete the adjustment of its facilities and fails to submit or comply with its accepted work plan as referenced in the Utility Status Report in the contract documents, and these failures result in a delay to the Contractor or causes damages to be incurred by the Department or Contractor, the utility may be liable for costs and damages incurred as a result of its failure to perform.

1107.17 NO WAIVER OF LEGAL RIGHTS.

- A.** The Contracting Authority shall not be prevented by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not, in fact, conform to the contract.
- B.** The Contracting Authority shall not be prevented, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither acceptance by the Contracting Authority, or any representative of the Contracting Authority, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Contracting Authority, shall operate as a waiver of any portion of the contract, or for any power herein reserved, or any right to damages herein provided. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

1108.01 SUBLETTING OF CONTRACT.

- A.** The Contractor's own organization shall perform work amounting to not less than 30% of the total contract cost unless otherwise specified in the contract documents. The percent total contract subcontracted will be computed on Contract Unit Prices for the work performed by the subcontractor, unless the subcontractor is only doing partial work on the contract item. In order to meet this 30% requirement, the Contractor shall not purchase any materials for a subcontracted item nor shall they place other contractor's employees on their payroll. Employees must be hired in accordance with the AA hiring process as detailed elsewhere in the contract documents. Any item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization. Any items that have been selected as specialty items for the contract are listed as such in the contract documents.
- B.** Except for the furnishing and transportation of materials, no portion of a contract let through the Department shall be sublet, assigned, or otherwise disposed of except with written authorization of the Department. Where a subcontract has been authorized, the subcontractor shall be responsible to complete that portion of the contract with its own organization. On contracts involving federal aid, the agreement between the Contractor and subcontractor shall be in writing, and Form FHWA-1273 shall be physically attached to each such agreement.
- C.** Work performed by a DBE firm not otherwise required to be authorized as a subcontractor shall be described and documented on the Subcontract Request form (Form 830231). This will assure the Engineer that a Contractor is meeting commitments previously stated on the Statement of DBE Commitments form (Form 102115). This dollar value will not be used to determine the percent subcontracted as specified previously. Where Davis/Bacon wage requirements apply, the Contractor shall be responsible for collecting and submitting certified payrolls for all drivers. Owner/operators shall be listed on the certified payrolls as owner/operators.
- D.** Request for permission to subcontract, assign, or otherwise dispose of any portion of any contract shall be documented on a Subcontract Request form (Form 830231). This form shall be prepared using the software furnished by the Department and submitted electronically to the Office of Contracts at the time the signed contract is returned to the Contracting Authority. On contracts where the Department is not the Contracting Authority, also provide a copy to the

Engineer. In certain situations, with approval of the Department, the Contractor may request an extension of up to 30 calendar days to submit the Subcontract Request form.

- E. Either the Contractor or approved subcontractors can use leased employees from a firm that does not perform highway construction with its own organization. Work performed by a DBE firm using leased employees will not count towards meeting the Department's annual DBE goal.

When used, leased employees will be considered part of the Contractor's "own organization" if:

- The use of the employee leasing company is documented with the submittal of a Request to Subcontract.
- The Contractor maintains supervisory control over day-to-day activities of leased employees.
- The Contractor remains responsible for the quality of work of leased employees.
- The leasing company is responsible for customary employer responsibilities including EEO/AA in hiring, training, promotions, and submittal of required employee information to the Department and other governmental agencies.
- The Contractor retains power to accept or exclude individual employees from work on the project.
- The employee leasing company prepares and submits required certified payrolls. The Contractor remains ultimately responsible for payment of predetermined minimum wages and submission of payrolls.
- The Contractor retains responsibility for compliance with contract requirements.

1109.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION.

- A. In any case where the Contractor deems that extra compensation is due for work or material not clearly covered in the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing to make claim for this extra compensation before work begins on which the claim is based.
- B. The Contracting Authority will be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the project, only when these damages result from negligence on the part of the Contracting Authority, its Engineer, or any of its officers or employees. In any case where the Contractor deems that extra compensation is due from the Contracting Authority as damages resulting from these performances, non-performances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.
- C. In all cases, if this notification is not given, or if after the notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force account construction, the Contractor thereby agrees to waive the claim for extra compensation for this work. This notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Engineer. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other persons having knowledge of the facts. If the claimant wishes an opportunity to present the claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claim in person, the Engineer, within 30 calendar days of the filing of the claim, will fix a time and place for a meeting between the claimant and the Engineer. The Engineer will, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of the ruling together with the reasons therefore. In case the claim is found to be just, in whole or in part, it will be allowed and paid to the extent so found.

- D. The Contractor shall not institute any court action against the Contracting Authority for the adjudication of any claims until the claim has been first presented to the Engineer, pursuant to this article.

2528.01 DESCRIPTION.

C. Traffic Quality Control.

1. Maintain a Traffic Control Technician on staff, even though the traffic control portion of the contract may be subcontracted. The Traffic Control Technician is required to have attended and passed the exam in an ATSSA Traffic Control Technician, IMSA Work Zone Traffic Control, Iowa AGC Traffic Control Technician class, Minnesota DOT Traffic Control Supervisor training class, or Texas Engineering Extension Service Work Zone Traffic Control training class. This Traffic Control Technician is responsible for overall management of the Contractor's quality control program for traffic control. Starting April 2018, the Traffic Control Technician shall retake and pass the exam in one of the approved classes every 5 years.
2. On a daily basis as the project is constructed, perform the following quality control work associated with monitoring and documenting traffic control conditions:
 - a. Review all traffic control operations for compliance with contract documents and maintain a project traffic control daily diary in a format provided by the Contracting Authority. Submit this diary to the Engineer. It will become a part of the Contracting Authority's permanent project records. The Engineer may require submission of completed portions of the daily diary at routine intervals during construction of the project. In the diary include:
 - Listing and station location of traffic control used each day referenced to the appropriate Standard Road Plan, project plan sheet, etc.,
 - All reviews of traffic control devices and operations, whether satisfactory or unsatisfactory, and corrections made,
 - Approved changes to the contract document's traffic control,
 - Incidentals affecting the efficiency and safety of traffic, and
 - A daily list of trained flaggers used, including hours worked.
 - b. Monitor traffic operations and submit proposed Traffic Control Plan changes to the Engineer for approval.
 - c. Coordinate all changes to the Traffic Control Plan.
 - d. Coordinate all traffic control operations, including those of subcontractors and suppliers.
3. Employees who install and remove temporary traffic control signs and devices shall be supervised by a trained Traffic Control Technician per Article 2528.01, C, 1. When traffic control is installed or removed, the Traffic Control Technician who supervised the installation or removal of temporary traffic control devices and signs shall document in the daily traffic control diary what was installed or removed.

2528.03 SIGNS AND DEVICES.

K J. Flaggers.

1. Prior to flagging operations, ensure the flaggers are trained in safe flagging operations that comply with [Iowa DOT Flagger's Handbook](#), Part 6 of the MUTCD, and the Standard Specifications. Ensure training of flaggers includes the following:
 - a. Issuing and reviewing the current [Iowa DOT Flagger's Handbook](#),

- b. Presentation of the current Iowa Professional Flagging Video,
 - c. Issuing flagger training cards including the information below. ~~Ensure the flaggers carry their flagger training card at all times and show it upon request.~~
 - 1) Employee name,
 - 2) Date of training,
 - 3) Name of Instructor, and
 - 4) Expiration date of December 31 of the year following the training date.
2. Maintain a list of the flaggers trained and the date of the training.
 3. Training is not required for short time, emergency, or relief assignment of employees to flagging operations. Payment will not be made in accordance with [Article 2528.05, I.](#)
 4. Ensure flagger operations, equipment, and apparel comply with the current [Iowa DOT Flagger's Handbook](#).
 5. When nighttime flagging is required, provide auxiliary lighting to illuminate the flagging stations according to the MUTCD, Part 6 and current [Iowa DOT Flagger's Handbook](#). Set up this lighting in such a manner to minimize glare to motorists. The cost of furnishing nighttime flagging stations ~~lighting~~ is included in the lump sum price bid for Traffic Control.
 6. ~~Ensure flaggers always carry their flagger training card and show it upon request.~~

N O. Limitations.

1. Use sandbags ~~or other crashworthy methods~~ to anchor all traffic control devices subject to movement by wind.
- ~~2. When a two way road is open to public traffic during contract work, do not control one way traffic through the work area by means of a carry through flag or other token, except during equipment failure or emergency. Use other means when voice or signal communication between flaggers at control points is difficult or not effective because of distance, sight, or noise. Other means may be two way radio, pilot cars, or traffic signals.~~
- ~~3. Use pilot cars when the normal work area exceeds 1/4 mile on Primary projects. Where necessary for short durations, the distance may be extended to 1/2 mile for better sight distance or to clear intersections or other safety considerations with approval of the Engineer, provided a two way radio is used for communication between flaggers.~~
- 4 2. During non-working hours, remove, cover, or turn down traffic control devices intended for working hours only, unless a drop-off or physical obstruction remains within 15 feet of a lane open to traffic. Signs or barricades are not required for work beyond 15 feet of a lane open to traffic. When traffic control devices are no longer needed, remove them.
- 5 3. Personnel in the highway right-of-way shall wear ~~only~~ orange or strong yellow green ANSI 107 Type R Class 2 apparel when exposed to traffic or construction equipment. Orange or strong yellow green ~~colored or a combination of these colors,~~ ANSI 107 Class E pants or shin reflectors/gaiters are also required to be worn at night. Shin reflectors/gaiters shall have a minimum of two 2 inch bands of retroreflective material spaced at least 6 inches apart. Background material shall extend at least 2 inches above and below retroreflective bands and continue through the length of shin reflector/gaiter. Shin reflector/gaiter shall completely encircle the leg and be worn on lower leg between knee and ankle.

- 6 4.** The Engineer may require signs and traffic control devices to be recleaned by washing. Use a brush and water, and detergent or solvent as necessary. Include the entire target area or sign face, supplemental or auxiliary signs, if any, all reflectors, and faces of warning lights which are part of that device.
- 7 5.** Ensure entry to and exit from work areas is in the direction of public traffic and does not cross open traffic lanes at other than designated locations.
- 8 6.** During hours of darkness, operate equipment in the traffic control zone facing in the direction of traffic flow unless specified otherwise in the Traffic Control Plan. Darkness will include the period from sunset to sunrise and other times when conditions such as fog, snow, sleet or rain provide insufficient lighting to clearly identify persons and vehicles on the highway at a distance of 500 feet ahead.
- 9 7.** Unless stated otherwise in the ~~traffic control plan~~ Traffic Control Plan, provide for a minimum of 2 miles between traffic control zones on rural roadways. The Engineer will determine minimum distances between traffic control zones on urban roadways.
- 10 8.** Submit Traffic Control Plan modifications to the Engineer for review and approval prior to any changes being made. The Engineer may modify sign spacing to meet existing field conditions or to prevent obstruction of the motorist's view of permanent signing.
- 14 9.** Ensure vehicles (except ready mix trucks) hauling soil, aggregate, and paving material, and other construction material to or from work area display a minimum 16 inch by 48 inch sign with the legend "DO NOT FOLLOW - INTO WORK AREA", as shown in the contract documents. Comply with the following requirements for the sign:
- Orange with black lettering using Type VII (Iowa) sheeting.
 - Keep clean to maintain its visibility.
- 12 10.** For lanes closed to traffic, place two drums meeting the requirements of [Article 2528.03, C](#), every 1000 feet. For full depth excavations in a closed lane, place two drums in front of each location. Additional drums need not be placed for full depth excavations spaced closer than 150 feet.
- 13.** ~~When milled or scarified surfaces exist, sign approaches to scarified areas using ROUGH ROAD (W8-8) signs. Place signs at least 250 feet in advance of milled or scarified areas. Repeat signs for traffic that may enter within the scarified area from intersecting public roads. At locations where milled or scarified areas end at project limits, bridges, or end of day's work; place BUMP (W8-1) signs within 50 feet in advance of each location. Erect, move, and maintain these signs until milled or scarified areas have been covered with new HMA or PCC pavement.~~
- 14 11.** ~~Active e~~ Contractor vehicles and self-propelled equipment (except hand operated equipment) operating or parked within 15 feet of an open traffic lane (unless shielded by temporary or permanent barrier) and contractor, delivery, and service and private vehicles entering or exiting work area shall display cab roof mounted amber or yellow high intensity rotating, flashing, or oscillating warning lights. Repair or replace vehicle warning lights not functional or missing within 24 hours.
- 12.** Parking of private vehicles on Interstate right-of-way will be allowed if private vehicles are parked at least 15 feet away from an open traffic lane when Contractor is working. Parking of private vehicles on Interstate right-of-way is not permitted during non-working hours. Request approval from Engineer of location for parking of private vehicles.

13. Conduct operations within the same lane from the start of work area to end of work area and do not shift traffic from one lane to another lane unless allowed in the contract documents. If the contract includes work in adjacent lanes, space individual lane closures for each lane per requirements in [Article 2528.03, O. 9.](#)

Section 2602. Water Pollution Control (Soil Erosion)

2602.01 DESCRIPTION.

- A.** Temporary control measures for projects to control water pollution caused by soil erosion. Additional measures are described in Section 2601.
- B.** Projects that are regulated by the requirements of Iowa DNR National Pollutant Discharge Elimination System (NPDES), General Permit No. 2, for Storm Water Discharge Associated with Industrial Activity for Construction Activities, will be identified in the contract documents. The Prime Contractor for these projects will be required to complete, sign, and return, along with the signed contract, a certification statement for storm water discharge associated with industrial activity for construction activities. Affected Subcontractors for the project will be required to sign and return an affidavit identifying them as co-permittees with the Contracting Authority prior to starting work.
- C.** Coordinate temporary water pollution control work with permanent erosion control work to ensure economical, effective, and continuous erosion control throughout the construction and post construction period.
- D. Water Pollution Control Quality Control.**
 - 1. For projects regulated by a NPDES storm water permit:
 - a.** Designate a Water Pollution Control Manager (WPCM) from the Contractor prior to initiating any construction activities. The WPCM shall:
 - 1) Complete Iowa DOT Erosion & Sediment Control Basics (ESC Basics) web-based training (which is valid for 2 years) or Erosion Control (ECT) certification (which is valid for 5 years through the Technical Training and Certification Program of the Department);
 - 2) Be authorized by the Contractor and have the authority to supervise all work performed by the Contractor and subcontractors that involves storm water requirements or affects storm water compliance;
 - 3) Be authorized by the Contractor and have the responsibility to order the Contractor's employees and subcontractors to take appropriate corrective action to comply with storm water requirements, including requiring any such person to cease or correct a violation of storm water requirements and to order or recommend such other actions or sanctions as necessary to meet storm water requirements,
 - 4) Be familiar with the Project Pollution Prevention Plan (PPP);
 - 5) Be the point of contact for Contracting Authority regarding storm water compliance;
 - 6) Be responsible for reviewing and signing or delegating review and signing of inspection reports to a trained or certified individual from the Contractor, acknowledging awareness of any deficiencies and ensuring the correction of all deficiencies; and
 - 7) Visit the Project on a frequent basis and in no instance less than once per week during construction activities. When the Contractor is not mobilized onsite, the Contractor may delegate this responsibility to a subcontractor.
 - b.** Maintain an individual that will be onsite daily during construction activities. This individual shall have completed at a minimum ESC Basics training. This individual shall be responsible for coordinating all erosion and sediment control operations. For this daily

requirement, the Contractor may subcontract this responsibility.

- 1) Additional responsibilities of an ESC Basics trained individual that shall not be subcontracted include:
 - Attend required storm water inspections with the Contracting Authority. However, when the Contractor is not mobilized onsite, the Contractor may delegate this responsibility to a subcontractor.
 - Prepare required initial Erosion Control Implementation Plan (ECIP) submittal and ECIP updates.
 - Attend construction progress meetings to discuss erosion and sediment control issues.
- 2) Contractor's WPCM may fulfill these responsibilities.
- c. Maintain an Erosion Control Technician (ECT) on staff, even though the erosion and sediment control portion of the contract may be subcontracted. This individual shall be responsible for overall management of Contractor's quality control program for erosion and sediment control. Contractor's WPCM may fulfill these responsibilities if ECT certified.
2. For projects regulated by a NPDES storm water permit and where the Department is the Contracting Authority, the Department may use Permix, a web-based software application, to record storm water permit compliance information.
 - a. Project and permit set-up will be performed by the Department.
 - b. Contractor shall be responsible for:
 - Managing its own company users and adding subcontractor companies.
 - Uploading Erosion Control Implementation Plan and amended PPP documents.
 - Uploading subcontractor co-permittee certifications.
 - Reviewing and signing inspection reports (if not already signed in the field).
 - c. If Permix is not used on a project, the above referenced documents shall be uploaded to or signed in DocExpress per Section 1113.
 - d. Costs associated with the use of Permix are incidental to Mobilization.
3. For projects regulated by a NPDES storm water permit, submit an amended PPP site map that identifies erosion and sediment control work performed. Submittal is required prior to payment for corresponding erosion and sediment control contract items from Sections 2601 and 2602, but shall be submitted no later than one week after installation of such items. Submittal of amended PPP site map shall be incidental to payment for erosion and sediment control items.

2602.03 CONSTRUCTION.

- A. For projects regulated by a NPDES storm water permit, prior to the preconstruction conference furnish the Engineer an initial ECIP for accomplishment of temporary and permanent erosion and sediment control.

In the ECIP, include stages for erosion and sediment control work to address Contractor's timetable and sequence for major activities or stages on the contract. ECIP stages shall consider as a minimum:

- Initial controls required prior to land disturbing activities,
- Intended timetable and sequence of major land disturbing activities,
- Construction staging to limit disturbed areas,

- Sensitive areas requiring special consideration,
 - Anticipated suspension of work and stabilization of disturbed areas,
 - Compliance with Pollution Prevention Plan (PPP), and
 - Method of erosion control on haul roads.
- B.** Obtain the Engineer's acceptance for the ECIP and methods before commencing work. Schedule and perform all operations so erosion control features are placed according to accepted ECIP. Update ECIP as needed to address changes in schedule of operations or staging, weather changes, or other changes required in order to comply with applicable permit requirements.
- C.** Provide immediate, permanent or temporary, water pollution control measures to prevent contamination of adjacent watercourses and property. This work may involve:
- Constructing or installing silt fence, silt fence for ditch checks, silt ditches, silt dikes, silt basins, and slope drains,
- Constructing or installing perimeter and slope sediment control devices (straw wattles, wood excelsior logs, or filter socks filled with compost filter material), and
- Using temporary mulches, mats, seeding, or other control devices or methods, as necessary to control erosion and sediment pollution.
- D.** Unless otherwise specified, use compost as a filter medium in filter socks, filter berms, or filter blankets for sediment control.
- E.** For projects regulated by an NPDES storm water permit, initiate stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have:
- Permanently ceased on any portion of site, or
 - Temporarily ceased on any portion of site and will not resume for a period exceeding 14 calendar days.
- Stabilization measures include temporary seeding, permanent seeding, mulching, sod, or other methods the Engineer approves.
- F.** Incorporate all erosion control features into the project at the earliest practical time, as outlined in the accepted schedule. Construct water pollution control measures:
- At locations shown in the contract documents and as determined by the Contractor,
- At locations where conditions develop during construction that were unforeseen during design,
- or
- Where needed to control water pollution that develops during normal construction practices.
- G.** Maintain water pollution control features in appropriate functional condition from initial construction through completion of the project. Restore siltation control features to their original condition where siltation has reduced their capacity by 50% or more.
- H.** Maintenance of Silt Fence and Silt Fence for Ditch Check includes excavation and disposal of silt material trapped by the silt fence or silt fence for ditch checks. Shaping of the ditch bottom to the original ditch template is incidental to this item. Dispose of the silt material off the project unless Engineer approves a suitable site within the project limits.
- Maintenance also includes repair of silt fence due to undermining, leaning, or fabric becoming unattached from posts. Repair requiring new fabric will be paid for under type of silt fence properly installed and will not be considered maintenance.
- I.** Limit clearing and grubbing, excavation, borrow, and embankment operations in progress to an area commensurate with their capability. Progress in keeping the finish grading, mulching, seeding, and other pollution control measures current according to the accepted work schedule.

The Engineer may suspend operations if the Contractor fails to provide adequate erosion control measures in a timely manner.

J. In the event of conflict between these requirements and water pollution control laws, rules, or regulations of other Federal, State, or local agencies, the more restrictive laws, rules, or regulations will apply.

K. The Contractor is responsible for water pollution control for work outside the right-of-way or easement obtained by the Contracting Authority.

L. Mobilizations, Erosion Control.

1. Mobilizations, Erosion Control, applies to projects not identified as erosion control or landscaping and contain a Storm Water Pollution Prevention Plan (SWPPP).
2. Only one mobilization will be paid for each stage of work described in the ECIP. Within the scope of work defined for each single mobilization described in the ECIP, additional movement due to weather delays or at the option of the Contractor will not be counted as a mobilization.
3. Separate mobilizations needed for different crews performing work such as silt fence, seeding, or ditch checks will be counted, however, multiple mobilizations will not be paid for a single crew performing different items of erosion control work.
4. Payment for mobilization applies to contract items from Sections 2601 and 2602, excluding watering, mowing, debris pickup, monitoring well, or removal items.
5. Additional mobilizations not outlined in the ECIP must be approved by the Engineer.
6. Payment for mobilization to correct items not properly installed will not be approved. Payment for mobilization will also not be approved if labor, equipment, and materials to perform erosion control are used for other non-erosion control work onsite.
7. Mobilize within 72 hours of a written order with sufficient labor, equipment, and materials to perform erosion and sediment control work included in ECIP or PPP, or as ordered or approved by Engineer. Complete work within 7 calendar days of a written order.
8. Failure to mobilize and complete work within such time period, will result in a deduction of \$750.00 per calendar day from payment due under the contract, except when Engineer extends such time period.
9. Mobilizations, Erosion Control, will not include work provided under the item of Mobilizations, Emergency Erosion Control.

M. Mobilizations, Emergency Erosion Control.

Mobilizations, Emergency Erosion Control, applies to projects not identified as erosion control or landscaping and containing a Storm Water Pollution Prevention Plan (SWPPP).

An emergency will be considered to be a sudden occurrence of a serious and urgent nature which is beyond normal maintenance of erosion control items. Emergency work requires immediate mobilization and movement of necessary labor, equipment, and materials to the emergency site, followed by immediate installation of temporary erosion control measures.

1. Mobilize with sufficient labor, equipment, and materials on job site within eight hours of Engineer's written order to install temporary erosion control items on an emergency basis. Engineer's written order will include a description of required work. Only one mobilization will be paid for work described in the written order.
2. Failure to mobilize within eight hours of written order, will result in a deduction of \$1500.00 per calendar day from payment due under the contract, except when Engineer extends such time period.

2602.04 METHOD OF MEASUREMENT.

Measurement for water pollution control items will be as follows:

K. Mobilizations, Erosion Control.

By count for each mobilization in the accepted ECIP and acceptably performed, as well as additional mobilizations ordered or approved by Engineer and acceptably performed. For multi-project contracts, count will be on a per project basis, except for projects where limits are overlapping or contiguous.

L. Mobilizations, Emergency Erosion Control.

By count for each mobilization directed in writing by Engineer and acceptably performed.

2602.05 BASIS OF PAYMENT.

- B.** Payment for Mobilizations, Erosion Control, and Mobilizations, Emergency Erosion Control, will be at unit prices stipulated in the proposal. If bid items are not included in the proposal then mobilizations for erosion control will be paid at unit prices stipulated below. Mobilization for Erosion Control costs are not included as part of the contract item for "Mobilization" described in Section 2533.

1. Mobilizations, Erosion Control.

The quantity will be paid for at the unit price of \$500.00 each for Mobilizations, Erosion Control, which is full compensation for staged movement of labor, equipment, and materials; and labor, tools, equipment, and incidentals necessary to complete the movement.

2. Mobilizations, Emergency Erosion Control.

The quantity will be paid for at the unit price of \$1000.00 each for Mobilizations, Emergency Erosion Control, which is full compensation for movement of labor, equipment and materials; and for labor, tools, equipment, and incidentals necessary to complete the movement.

CONTRACT DOCUMENTS

Contract Documents

1104.01 INTENT OF PLANS AND SPECIFICATIONS.

- A.** The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that the Contractor shall furnish all labor, material, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only first quality materials and first quality work are to be used.

1105.04 CONFORMITY WITH AND COORDINATION OF THE CONTRACT DOCUMENTS.

- A.** In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:
 - 1. Addendum
 - 2. Proposal Form
 - 3. Special Provision
 - 4. Plans
 - 5. Standard Bridge Plans, Standard Culvert Plans, and Standard Road Plans
 - 6. Developmental Specifications
 - 7. Supplemental Specifications
 - 8. General Supplemental Specifications
 - 9. Standard Specifications
 - 10. Materials I.M.
 - 11. Notice to Bidders
- B.** Electronic support files, if available, will be provided prior to letting and are for information only. Should there be a discrepancy between an electronic support file and a contract document, the contract document shall govern.
- C.** Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.
- D.** Should there be a discrepancy between a contract document and a document (e.g.: ASTM, AASHTO, MUTCD, etc.) referenced by a contract document, the referenced document shall carry the same hierarchy as the contract document from which it is referenced. Should there be a discrepancy between the contract documents and a referenced document, the contract documents govern unless obviously incorrect.
- E.** The Contractor shall not take advantage of any apparent error, omission, or discrepancy in the contract documents. The Engineer will be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the contract documents subject to compensation as provided in Articles 1109.03, 1109.04 and 1109.14. Written notice of changes in the contract documents will be given to the Contractor by the Engineer.
- F.** All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents.
- G.** If the Engineer finds the material or the finished product in which the material is used is not within reasonably close conformity with the contract documents but that reasonably acceptable work has been produced, the Engineer will then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for

such work or materials as is necessary to conform to the determination based on engineering judgment.

- H.** If the Engineer finds the material or the finished product in which the material is used or the work performed is not in reasonably close conformity with the contract documents and has resulted in an inferior or unsatisfactory product, the work or material shall be considered unacceptable work and shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

To be an effective inspector it is essential that the inspector be thoroughly familiar with the Contract, Special Provisions, Specifications, Plans, Supplemental Specifications and Materials I.M's (Instructional Memorandums) that apply to the project they are working on. In addition, the inspector needs to be able to crosscheck the documents to make sure that there are no discrepancies between them.

NOTICE TO BIDDERS

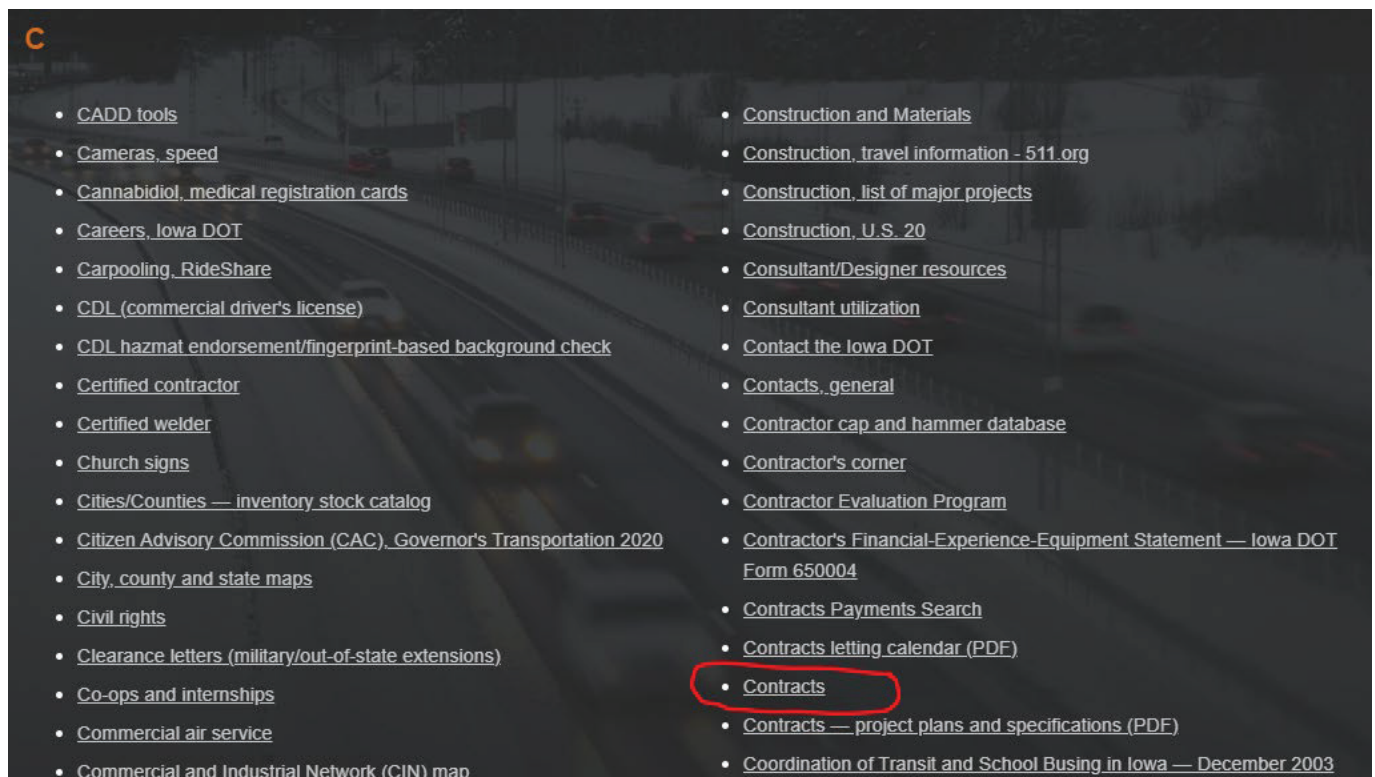
Because the Notice to Bidders has information about the current bid letting that is related to is the legal advertisement of the letting it was added to the hierarchy list. The Notice to Bidders is published in the Des Moines Register, and is also posted online. It provides instructions on the submission of bids and other requirements and is often overlooked as a component to the contract documents.

To get a copy of the Notice to Bidders, go to the Contracts Bureau website. You can access this by doing a A-Z search on the Iowa Department of Transportation main website at the following location:

<https://www.iowadot.gov>



Scroll down and click on Contracts link. Or you can go directly to the Contracts Bureau webpage at this location: <https://www.iowadot.gov/contracts>



If you click on the Notice to Bidders under the orange tab on the main page, you can get a document from a past letting. You can also click on the "Current Lettings" tab on the left side of the page and click on the "Notice to Bidders" tab under that heading to get to the same page.

The screenshot shows the Iowa DOT website's 'CONTRACTS' section. On the left sidebar, the 'CURRENT LETTINGS' tab is active, and the 'NOTICE TO BIDDERS' link is highlighted with a red circle. The main content area features a 'CURRENT LETTING INFORMATION' section with a list of links. The first two links, 'February 2, 2021 Special Letting Notice to Bidders' and 'Notice to Bidders', are circled in red. Below this, there are links for 'December 14, 2020 Notice to Bidders', 'Letting schedule critical dates', 'The letting process', and 'New contractor information'. A 'DOWNLOAD PLANS & PROPOSALS' section is also visible, along with a 'PRIME CONTRACTOR PREQUALIFICATION' section and a 'LETTING NOTICES' section.

If you need a Notice to Bidders from a past letting, click on the "Bid Express" tab under the "Current Lettings" tab on the left side.

This screenshot shows the same Iowa DOT website, but with the 'BID EXPRESS WEBSITE' link in the left sidebar highlighted with a red circle. The main content area remains the same, showing the 'CURRENT LETTING INFORMATION' section with its list of links. The 'NOTICE TO BIDDERS' link in the sidebar is no longer highlighted.

On the Bid Express website, click on the “Lettings” tab on the top of the page, find the letting you are looking for, and click on the date. It will open a link to the Proposals for the letting. On the right side of the page, look for a box labeled “Downloads”.

Bid Express®

Login



IADOT **Lettings** Search Advantage Bid Tab Analysis

February 03, 2021 11:52 AM CST

Iowa Department of Transportation ▼

List of Lettings

Contact Bid Express

[Terms of Use](#)

List of Lettings

2021

Letting Date ▼	Letting ID	Proposals
February 16, 2021	21/02/16	92
February 2, 2021	21/02/02	1
January 20, 2021	21/01/20	90
(3 Lettings)		

2020

On the right side of the page, look for a box labeled “Downloads”.

Click on the “Notice to Bidders: in that box to open the document you are looking for.

09-C009-080	002	191217 S1	32	0	BREMER	<div>Bid Item Master File</div> <div>DOT Electronic Plans and Proposals</div> <div><div>Downloads</div><div>Bid files are required for internet bidding.</div><div>Annual Bid Bonds</div><div>bidbond.pdf</div><div>Awarded Contract Unit Prices - ENGLISH</div><div>201901-201912_SumAwdE.txt</div><div>DBE.BIN</div><div>17decdbbe.bin</div><div>DBE Commitments</div><div>191217_DBE_Commitments.pdf</div><div>Iowa State Wage Rates</div><div>PREDETERMIN...E IA19-81.0.pdf</div><div>Low Bid Summary</div><div>17Dec2019awd.pdf</div><div>Notice to Bidders</div><div>191217NoticeToBidders.pdf</div><div>Predetermined Unit Prices</div><div>Predetermined...ting_122019.pdf</div><div>Scott County Wage Rates</div><div>Wage Rate Sco...nty IA19-1.7.pdf</div></div>
BRIDGE REPLACEMENT - CCS						
13-C013-088	003	191217 S1	18	0	CALHOUN	
BRIDGE REPLACEMENT - CCS						
14-0302-162	004	191217 S2	37	1	CARROLL	
BRIDGE DECK OVERLAY						
15-0483-018	005	191217 S2	32	0	CASS	
BRIDGE DECK OVERLAY						
15-0483-019	006	191217 S2	38	0	CASS	
BRIDGE DECK OVERLAY						
17-C017-104	007	191217 S3	19	0	CERRO GORDO	
RCB CULVERT REPLACEMENT - TWIN BOX						
29-C029-088	008	191217 S1	82	1	DES MOINES	
BRIDGE REPLACEMENT - PPCB						



Contracts and Specifications Bureau

Office of Contracts | Project Delivery Bureau
800 Lincoln Way -- Ames, IA 50010
Phone: 515-239-1414 FAX: 515-239-1325
E-mail address: dot.contracts@iowadot.us

NOTICE TO BIDDERS --- January 20, 2021

STATE OF IOWA - Sealed bids will be received by the Iowa Department of Transportation (DOT), Office of Contracts, 800 Lincoln Way, Ames, Iowa 50010 on February 16, 2021 at 10:00 A.M. CDT for various items of construction and maintenance work.

Plans, specifications and proposal forms for the work may be seen at the Office of Contracts until noon on the day previous to the letting.

A listing of projects open for bids and details for each project will be available to potential bidders and suppliers three weeks prior to the letting date at www.bidx.com/ia/main or www.iowadot.gov or by calling the Office of Contracts at 515-239-1414.

The Iowa DOT uses the Bid Express website - www.bidx.com - as the official depository for bid submittal. The Iowa DOT will ensure this depository is available for a two-hour period prior to the deadline for submission of bids. If there is an interruption of communications or loss of service by Bid Express during this two-hour period, the Iowa DOT will delay the deadline for bid submissions to allow potential bidders to submit bids. Instructions will be communicated to potential bidders.

Opening and reading of the bids will be performed at the Office of Contracts after 10:30 A.M. on the day bids are to be received, unless otherwise specified by the Iowa DOT.

Unless otherwise specified, bidder shall submit an electronic proposal with digital signature using bidding software furnished by the Department and electronic bid submittal procedures of the Department. Proposals received after the bid deadline will not be read. Proposals containing any reservations not provided for in the forms furnished will be rejected. The Iowa DOT reserves the right to waive technicalities and reject any or all bids.

A proposal guaranty, not less than the amount as set forth in the proposal form, shall be filed with each proposal. The proposal guaranty shall be in the form of a certified check or credit union certified share draft, cashier's check, money order or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks, money orders or bank drafts shall be made payable either to the contracting authority or bidder; and, where made payable to the bidder, shall contain an unqualified endorsement to the contracting authority signed by the bidder or the bidder's authorized agent. A properly completed Contractor's Annual Bid Bond (form 650043) may be used in lieu of the monetary options specified above. Both forms are available from the Office of Contracts. These must be delivered to the Office of Contracts at the address above, Iowa DOT personnel will be available to accept proposal guaranties during regular business hours of 8:00 a.m. to 4:30 p.m. A Proposal Guaranty/Bid Bond (Form 518003) may be used for the proposal guaranty in lieu of that specified above, using the electronic bid bond verification feature authorized by the Department.

Per Iowa Code section 423.3 (80), the contracting authority will issue an exemption certificate for the purchase or use of building materials, supplies and equipment used in the performance of the construction contract.

Failure to execute a contract and file an acceptable performance bond and certificate of insurance within 30 days of the approval date for awarding the contract will be just and sufficient cause for the denial of the award and forfeiture of the proposal guaranty.

The Iowa DOT (or other approved contracting authority) hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

On federal-aid projects, where disadvantaged business enterprise (DBE) goals have been established, the bidder is required to complete and submit form 102115 with the bid documents. On all projects without DBE goals, the contractor must show that affirmative action has been made to seek out and consider DBEs as potential subcontractors.

Some projects may be listed in multiple proposals (as an individual project or part of a combined package of projects). The contracting authority will determine which combination of proposals produce the lowest bid for these projects.

Minimum wage rates for all federal-aid projects have been predetermined by the U.S. Secretary of Labor and are set forth in the specifications. However, this does not apply to projects off the federal-aid highway system. All federal-aid projects are subject to the Contract Work Hours Standards Act, as amended (title I of Pub. L. 87-581, Aug. 13, 1962, 75 Stat.357) and implementing regulations.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within Iowa, and also, a resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country both on projects in which there are no federal funds involved.

Standard Specifications for Highway and Bridge Construction

The Standard Specifications are set up in a numbered order of Divisions as follows:

DIVISIONS

Division 11	General Requirements and Covenants
Division 20	Equipment Requirements
Division 21	Earthwork, Subgrades, and Subbases
Division 22	Base Courses
Division 23	Surface Courses
Division 24	Structures
Division 25	Miscellaneous Construction
Division 26	Roadside Development
Division 41	Construction Materials

Division 11: General Requirements and Covenants cover all projects, the same is true with Division 41: Construction Materials.

The rest of the Divisions cover specific work types, which include the bid items.

The Bid Item codes are set up with specific numbers for each item. The first four numbers correspond with the appropriate Division of work. Let's look at one to figure out how this works. Look at the 2nd bid item on the proposal, which is Item number 0150, Item code 2402-0425031, Granular Backfill, paid for by the Ton. To find where it is in the Standard Specification look for the first four numbers of the item code which are "2402", this tells you the bid item is in Division 24. The first page of Division 24 looks like this, which is a brief description of the type of work included in the Division.

DIVISION 24. STRUCTURES

This work consists of constructing various types of wood, steel, or concrete structures for bridges, viaducts, grade separations, retaining walls culverts, or other structures, according to the contract documents and requirements for the respective types in the sections listed below. Clearing and grubbing, channel change, and revetment will be constructed, measured, and paid for as provided in [Sections 2101](#), [2104](#), and [2507](#), respectively.

Next look for the article that corresponds with the whole number 2402, next find the exact Description "Granular Backfill". Now read the specific section to determine the contract item requirements. Here is the text for the Granular Backfill item. Reading through it will tell you what the contract standards are for the bid item.

2402.03 CONSTRUCTION.

Provide a safe slope for construction in the conditions encountered.

H. Placing Backfill Materials.

1. Place backfill material next to completed structures according to the following provisions or according to Section 2506. Use excavated material when flowable mortar or granular backfill material is not specified in the contract documents. Place backfill to natural ground line unless there is an inadequate quantity of suitable excavated material. If there is an inadequate quantity of suitable excavated material, continue placing backfill until the suitable material is depleted.

In addition to these specifications, the specifications for this item also include properties for the Materials which may be used.

4. When granular backfill material is specified, use backfill material meeting the requirements of Section 4133. When the volume of material excavated exceeds that of backfill material required by the contract documents, increase the quantity of granular backfill material furnished to provide backfill material for the excess volume of excavation. Place granular

backfill material in layers no more than 8 inches thick. Thoroughly tamp or vibrate each layer to insure compaction. The Engineer may require granular backfill material to be moistened with water while being placed.

The Method of Measurement (MOM) and the Basis of Payment (BOP) are specified. These tell the inspector how the bid item is measured and paid for.

2402.04 METHOD OF MEASUREMENT.

E. Granular Backfill.

1. The quantity of granular backfill material shown in the contract documents will be the quantity for which payment is made.
2. Granular backfill material required and furnished for structural concrete placement at bridge abutments will not be measured separately for payment.

2402.05 BASIS OF PAYMENT.

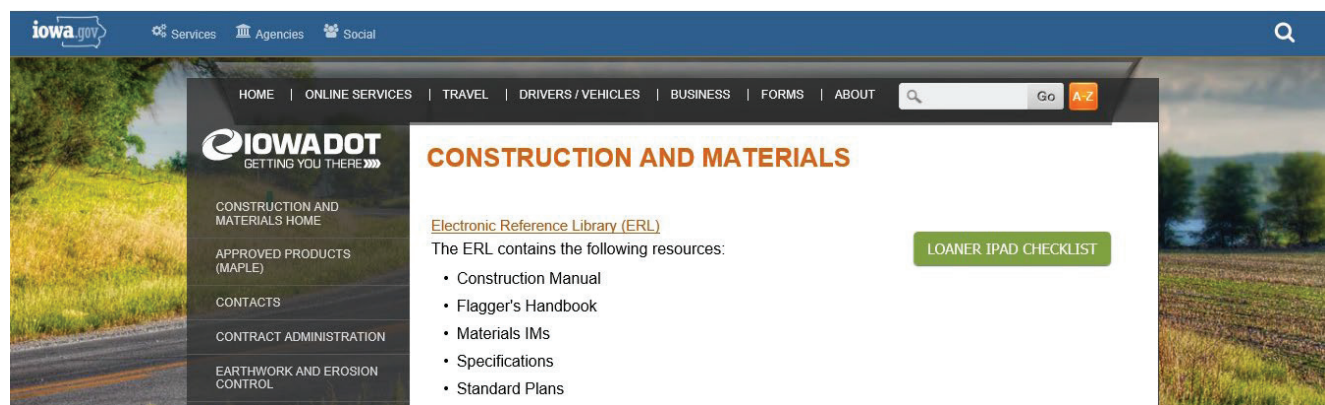
G. Granular Backfill.

Payment for granular backfill material will be at the contract unit price per cubic yard or ton. The cost of granular backfill material required and furnished for structural concrete placement at bridge abutments is included in the contract unit price for the structural concrete.

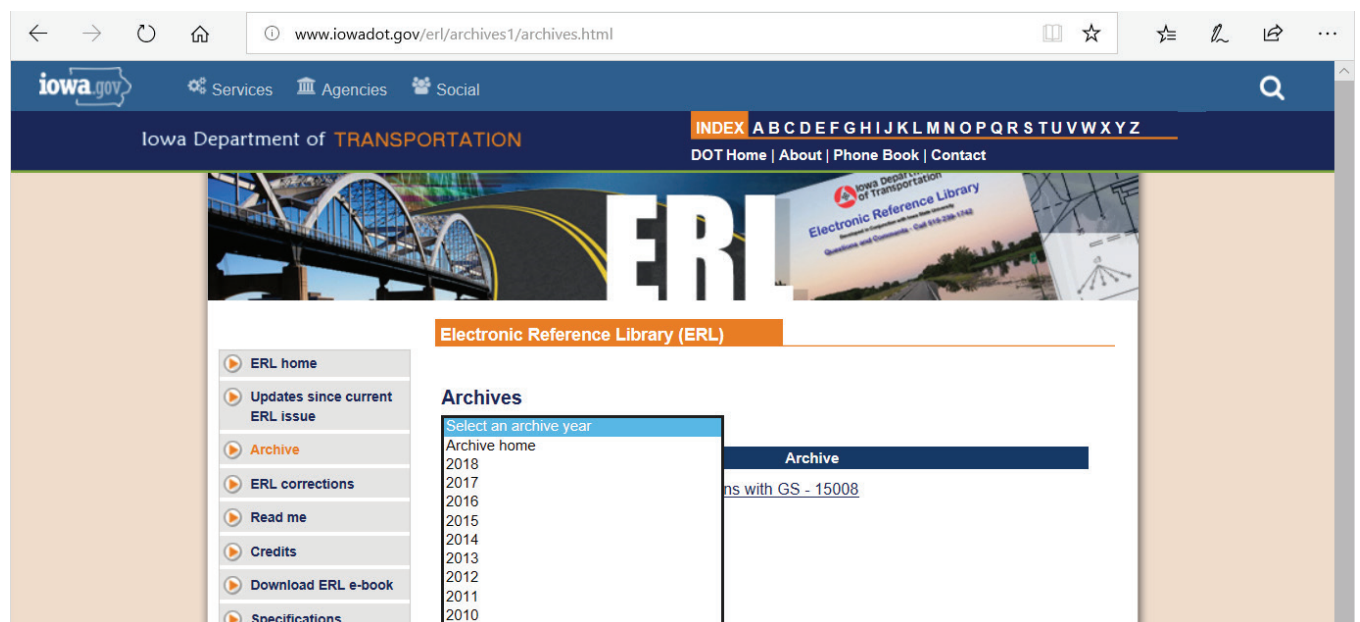
Bid items which have item code which start with 2599 are not included in the standard specifications. The Method of Measurement and Basis of Payment will be in the plan or in a Special Provision. Many times plan and proposals notes may refer to other Standard Specifications as how to construct, allowable equipment, and specific material to be used for the Bid Item.

General Supplemental Specifications

The Standard Specifications are updated every April and October with the General Supplemental Specifications (GS). The updated version is available on the IDOT Electronic Reference Library that also includes They are made available on a compact disk that is specific to that issue date and is sent out to all subscribers of the Specifications manual. In addition, all versions of the revisions are available on the Iowa DOT website. An electronic version of the Standard Specifications, the General Supplemental Specification, Materials Instructional Memorandums, Standard Road Plans, Standard Culvert Plans, Standard Bridge Plans, Sign Truss Standards, the Construction Manual, the Flaggers Handbook and SUDAS Standard Specifications called the Electronic Reference Library (ERL) is available on the Iowa DOT website. To obtain a copy, go to the Office of Construction and Materials and find the Electronic Reference Library (ERL) link and click on it. Here you can access all editions of the ERL documents. The ERL is updated every April and October. It is also available as a compact disk that is released every April and October and is specific for that edition. Only the on-line version will contain the archives of all previous releases of the ERL. To access all editions of the ERL, click on the Electronic Reference Library (ERL) link below.



If you click on archive in the left column, you'll get a drop-down list of all the years the ERL has been published. As we will see later in the book, your contract documents will have the applicable version listed.



When you click on the year you can then select either April or October to get the version that you are searching for.


www.iowadot.gov/erl/archives1/archives2018.html

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▶ Download ERL e-book

▶ Specifications

Archives - 2018

Select an archive year ▼

Date	Archive
Oct. 16, 2018	<ul style="list-style-type: none">• Standard Specifications with GS - 15007• Materials I.M.s• Standard Road Plans• Standard Culvert Plans• Standard Bridge Plans• Sign Truss Standards• Construction Manual• Flagger's Handbook• SUDAS Standard Specifications
April 17, 2018	<ul style="list-style-type: none">• Standard Specifications with GS - 15006• Materials I.M.s• Standard Road Plans

4-12

Supplemental Specifications

Supplemental Specifications address changes to one division of the Standard Specifications (as opposed to the General Supplemental Specifications which updates the entire manual). They do not apply to all projects but are assigned only to specific projects as needed. If there are issues that arise between April and October or between October and April that are of a serious enough nature that an immediate change is needed, this will be addressed by a Supplemental Specification (SS). Usually the information in a Supplemental Specification will be incorporated into the next update of the General Supplemental Specification in either April or October. When a Supplemental Specification applies it will be listed on the bidding proposal and the contract.

Developmental Specifications

Developmental Specifications (DS) are similar to a Supplemental Specification in that they normally only address one division of the Standard Specifications, but the purpose of DS's is different. Many times they involve an experimental or new technology that the agency wants to try! Their uses are controlled in that they are only allowed on a limited number of specific projects and their use is closely monitored. If the new technology is successful, it may be incorporated into a future version of the General Supplemental Specifications. If not, it may be reissued with changes and again applied to only a few projects. Or the technology may be rejected and never incorporated again. If a DS applies, it will be listed on the bidding proposal and on the contract.

Special Provisions

Special Provisions are project specific and may address a situation not normally encountered that is not included in our highway Standard Specifications. For example, SUDAS specifications can be used on projects that are let through the IDOT, but to do so they must be written specifically for that project and issued as a Special Provision. As with other types of specifications, If a Special Provision applies to the contract it will be listed on the bidding proposal and on the contract.

Standard Road Plans

The Standard Road Plans come in both Metric and Standard Units. They have been developed to show standardized design features, construction methods, and approved materials to be used in design plans for Interstate, Primary and Secondary road construction in the State of Iowa.

Following is an Index of the Standard Road Plans (as of October, 2018) :

<u>BA</u>	Barriers
<u>BR</u>	Bridge Approach Pavement
<u>DR</u>	Drainage
<u>EC</u>	Erosion Control
<u>EW</u>	Earthwork
<u>LI</u>	Lighting
<u>LS</u>	Local Systems
<u>MI</u>	Miscellaneous
<u>PM</u>	Pavement Markings
<u>PR</u>	Pavement Rehabilitation
<u>PV</u>	Pavement
<u>SI</u>	Signs
<u>SW</u>	Sanitary and Storm Sewer
<u>TC</u>	Traffic Control
<u>TS</u>	Traffic Signals
<u>WM</u>	Water Main

This is a tabulation you will find in the plans which shows the Standard Road Plans that apply to the project.

[illegible]

It is good practice to make hard copies of these Standards ahead of time for your use in the field to make sure items are constructed as per the contract documents.

There may also be Standard Culvert Plans, Standard Bridge Plans, or Sign Truss Standards that apply to your project. Like Standard Road Plans, these standards will be listed on a tabulation in the project plans. They are also available on the Electronic Reference Library along with the Standard Road Plans, but if you do not have a computer or other electronic device in the field it is always advisable to have hard copies printed and available. Sometimes, when doing inspection of elements that are being constructed, it is not always practical to carry an electronic device with you, or you may not be able to view the details on a particularly complicated design if you are using a hand-held device.

Project Plans

A Plan Reading class is available through the web-based training at the following address:

http://www.iowadot.gov/training/web_based_training.html

A project plan is made up of several pages, directions for where information can be found is in **Chapter 1F-1** of the **Iowa Department of Transportation Design Manual**. Here is the address of that manual:

<http://www.iowadot.gov/design/dmanual/manual.html?reload>

Plan Sheets – General Information

Plan sets can be very large; therefore, plan sheets are organized in a specific manner. This organization places related information together so it is not scattered throughout the plans, for example: typical cross sections are contained in the B sheets; estimated quantities are contained in the C sheets; mainline plan and profile information is contained in the D sheets; side road plan and profile information is contained in the E sheets; detour plan and profile information is contained in the F sheets; and so on. Organizing plans in this manner helps with the plan development process. In addition, it allows both designers and contractors to quickly locate information. Plan organization also assists in the printing process. Some sheets are printed in color, and others are not. Grouping sheets together reduces the number of files sent to the color printer. It also helps to standardize which types of sheets are printed in color.

Plan Organization

Plan sheets should be numbered as follows:

Page Number	Description
A.1, A.2, ... (Include listed items in order shown and number sequentially.)	Title Sheets title sheet location map sheets (if needed) legend Sheet (if Black & White Plan Set) revision sheets (if needed)
B.1, B.2, ...	Typical Cross Sections and Details
C.1, C.2, ... (Include listed items in order shown and number sequentially.)	Quantities and General Information project description estimated project quantities estimate reference information standard road plans index of tabulations pollution prevention plan general notes tabulations (beginning with tabulation of incidentals (if needed))
D.1, D.2, ...	Mainline Plan and Profile Sheets plan and profile legend and symbol information sheet mainline plan and profile sheets
E.1, E.2, ...	Side Road Plan and Profile Sheets
F.1, F.2, ...	Detour Pavement, Temporary Pavement Sheets detour plan and profile sheets
G.1, G.2, ...	Survey Sheets reference ties and bench marks horizontal control and superelevation tabulations for all alignments
H.1, H.2, ... HE.1, HE.2, ...	Right-of-Way Sheets mainline right-of-way sheets side road right-of-way sheets
J.1, J.2, ...	Traffic Control and Staging Sheets traffic control plan

	staging notes tabulation of special events traffic control and staging legend and symbol information sheet staging and traffic control sheet
K.1, K.2, ...	Interchange Sheets interchange layout sheets ramp plan and profile sheets
L.1, L.2, ...	Geometric, Staking, and Jointing Sheets geometrics and staking edge profiles jointing
M.1, M.2, ...	Storm Sewer Sheets storm sewer legend and symbol information sheet storm sewer tabulations storm sewer plan and profile sheets
MIT.1, MIT.2	Wetland Sheets
N.1, N.2, ...	Traffic Signal Sheets
P.1, P.2, ...	Lighting Layout Sheets
Q.1, Q.2, ...	Soils Sheets soils legend and symbol information sheet soils plan and profile sheets
R.1, R.2, ...	Borrow Sheets
S.1, S.2, ...	Sidewalk Sheets sidewalk legend and symbol information sheet sidewalk plan sheets sidewalk tabulations
SPS.1, SPS.2, ...	Bridge Plan Soils Sheets
T.1, T.2, ...	Earthwork Quantity Sheets
U.1, U.2, ...	500 Series, Modified Standards and Detail Sheets
V.1, V.2, ...	Bridge and Culvert Situation Plans
W.1, W.2, ...	Mainline Cross Sections cross section legend and symbol information sheet mainline cross sections
X.1, X.2, ...	Side Road Cross Sections
Y.1, Y.2, ...	Ramp Cross Sections
Z.1, Z.2, ...	Borrow Cross Sections

PROPOSAL

PROJECT DOCUMENTS

ESTIMATING PROPOSAL

The Estimating proposal contains a cover sheet where you will notice that the proposal ID No. on this project is 31-0321-41. This is the number that is used by the Contracting Authority and the Finance Department to identify the specific project.

To understand this Proposal ID number, it needs to be broken down.

- | | |
|------|---|
| 31 | Is the 2-digit County Number (Dubuque) |
| 0321 | First 3 digits are the route number; the last is the federal control section number. Leading zeros are entered, as needed, to make this 4 digits. |
| 41 | paren number representing a chronological sequence of the assignment of projects on a given route and control section. Leading zeros are entered, as needed, to make this 3 digits. |

This page also gives the type of work on the project, whether the project is in English or Metric units, project Number and a general location description of the project.

If prevailing federal wages are to be paid to the contractor(s) personnel working on this project as part of the project requirements, you will find the wage rate listed in the "Proposal Specifications List". The Contractor needs this information in order to properly bid the work. Also, the Contractor(s) are required to submit weekly payrolls during the project to make sure they are paying the proper wages.

On Federal-aid projects with predetermined Disadvantaged Business Enterprise (DBE) goals, all bidders will be required to submit a "Statement of DBE Commitment" with their bid. This form identifies DBE subcontractors, suppliers, transporters, and /or manufacturers that will be used to satisfy the DBE commitment. DBE's are small businesses owned and controlled by one or more socially and economically disadvantaged persons.

Definition on a DBE: A socially disadvantaged person is one who is a U. S. citizen or legal resident, has been subject to discrimination in education or business, has documented such discrimination and is:

1. Black American
2. Hispanic American
3. Native American
4. Asian-Pacific American
5. Subcontinent-Asian American
6. Woman
7. Others determined to be disadvantaged

An economically disadvantaged person is one who is a member of one of the above protected groups and who has a personal net worth of less than \$750,000.00 excluding the value of one personal residence and the value of the ownership in the applicant firm. An eligible firm is an existing small business (in business over 1 year) at least 51% owned and controlled by one or more socially and economically disadvantaged persons.

The proposal will specify if the proposed contract has an established DBE goal or has no established DBE goal. The established DBE goal will be shown on the proposal as a percent of the total amount bid. The proposal may also designate the items that are over utilized by DBE firms and can not be used for DBE commitments. This particular Contract has a DBE goal of 2.0%.

PROPOSAL DETAILS

Page 2 (See Page 50) The Proposal Detail sheet gives the "Late Start Date of 05/21/2018" which is defined in Article 1108.02 C. 3. A. of the current Standard Specification Book.

"Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, weather and specifications permitting. Except as noted in Article 1108.02, F, working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the Late Start Date if the Contractor has not started work prior to this date."

This sheet shows 105 work days, the number of working days in which the Contractor has to complete the project. This sheet also shows \$1,500.00 Liquidated Damages, the dollar amount of Liquidated Damages for each working day charged beyond the specified working days the Contractor took to complete the project.

Contract Time

Working Day

1101.03 DEFINITION OF TERMS.

Working Day

Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.

Working days are charged on the contract as work progresses. The contract has a specific number of days allowed in which to complete the work.

See Chapter 2 of the Construction Manual and IM 6.000, Attachment D ADMINISTRATION OF THE CONTRACT PERIOD, Contract Types Section 2.31

1108.02 PROSECUTION OF WORK

C. Working Day Contracts.

The three types of start dates are as follows:

1. Specified Start Date.

Except as noted in [Article 1108.02, E, 2, f](#), working days will be charged to the Contractor starting on the Specified Start Date. Starting work prior to the Specified Start Date will be considered upon request, and working days will be charged when work starts.

When a contract includes a specified start date, the contractor can expect the site to be available by the start date specified. The guidelines for charging working days are covered in the applicable specifications. Starting work after the specified start date, except as noted in the specifications, is unacceptable. Therefore, a contractor is expected to have a sufficient work force available to start work no later than the specified date.

2. Approximate Start Date.

It is expected the site will be available by the Approximate Start Date. If it appears the site will not be available by the Approximate Start Date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract and on or after the Approximate Start Date provided the site has become available. If work is started under these conditions,

working days will be charged. Starting work before the Approximate Start Date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.

An approximate start date is designated for the purpose of allowing a contractor some leeway in planning their work. The contractor and project engineer are to develop an agreed starting date.

A contractor may request to start work any time after execution of the contract and before the approximate start date. This request is subject to approval by the project engineer and if approved, working days will be charged when work is actually started. If approval is given, contractors will be required to sign a waiver giving up any right to claim extra compensation for damages due to delays related to their early commencement. Any contractor asking to start early, shall not interfere with operations of other contractors who have first right to the site.

3. Late Start Date.

- a. Unless noted otherwise in the proposal form, the Contractor may commence work any time after receipt of the signed contract, weather and specifications permitting. Except as noted in [Article 1108.02, F](#), working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the Late Start Date if the Contractor has not started work prior to this date.
- b. If the Contractor wishes to start preliminary work prior to the Late Start Date and move out intending to return at a later date to complete the project, the Contractor shall request approval from the Engineer for temporary suspension of work in accordance with [Article 1108.06](#). Approval of suspension of work in this circumstance will be based on if the road is open to traffic and the roadway is in a condition that is at least as safe as it was before the start of the preliminary work. The Engineer will submit in writing to the Contractor approval for suspension of work and a computed revised Late Start Date. The revised Late Start Date will be computed by adding the working days used for the preliminary work to the Late Start Date listed on the proposal form. The charging of the remainder of the working days will resume on the revised Late Start Date or when the Contractor recommences work prior to the revised Late Start Date.

When a contract includes a late start date, the contractor may start work any time after execution of the contract if permitted by specifications and weather. If an early start is allowed, working days will be charged commencing when work is actually started. Otherwise, working days will be charged starting on the late start date.

Occasionally a contractor will start a project, complete several items of work, and then request that working days be suspended. The charging of working days may be suspended only when the contractor begins work on the project before the late start date and with the approval of the project engineer. Project suspensions should normally not be allowed after the late start date, unless the project has been opened to traffic. See "Project Suspensions" that follows.

1108.06 TEMPORARY SUSPENSION OF WORK.

- A. Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer pending settlement of disputes arising out of failure of the Contractor to comply with provisions of the contract.
- B. The start of work may be delayed or work may be suspended upon request of the Contractor and with approval of the Engineer. The Engineer may require the request to be in writing and also may require the Contractor to include with the request a schedule for satisfactory completion of the work.

Prior to temporary suspension of work, all obstructions or hazards that prevent safe travel by public traffic shall be removed from the project.

- C. The Engineer will notify the Contractor in writing of directed or approved temporary suspension of work. Working days will not be charged during periods of suspension of work directed or approved by the Engineer except when the suspension is a result of a violation of terms of the contract.

Example of an intermediate project suspension:

Usually the road will not be closed and construction work will be accomplished while maintaining traffic. Before work is suspended, the road must be left in a condition that is at least as safe as it was before the start of any preliminary work. (Refer to "Project Suspensions" in the following section.) After suspending work, a new late start date is calculated using the number of working days remaining at the time of suspension. A statement indicating work is suspended and the new late start date should be reported on the appropriate "Weekly Report of Working Days." The charging of working days would be resumed starting on the new date or when the contractor resumes work, if earlier.

The guidelines for charging working days are explained in *Specifications 1108.02 and 1108.06* and in the following case:

Frequently a paving contract is let following a grading or structure contract which has not been completed when expected.

The policy on charging of working days in this situation is as follows: Whenever paving operations are in progress, working days are charged when paving is identified as the controlling operation, even though there may be a section of the project that cannot be paved because of some uncompleted work. If paving operations must be suspended or cannot start because of this uncompleted work, charging of working days should also be suspended. The contractor and project engineer shall agree on a date for resuming paving operations.

The site is considered not available if the contractor's operation would be restricted or curtailed to the extent that production is reduced because of insufficient or excluded areas. Examples of contracts often delayed are:

- *Bridges delayed due to uncompleted berms*
- *Paving work delayed because of grading construction*

Working days will be charged whenever the contractor is working on the controlling operation, whether before or after the approximate start date. A "Notice to Proceed" shall be issued if the project engineer determines there are sufficient reasons and available areas to expect the contractor to be working. If the contractor does not start on or before the 15th day following a "Notice to Proceed," charging of working days will begin on the 15th day.

Factors to be considered are amount of work available to the contractor, safety, other contracts, other work, opening the road to traffic, etc.

Examples of this type of contract are interstate fencing and signing. In either case, a contractor will only be able to work as areas are completed and become available. Contractors may be expected to work in somewhat confined or limited areas due to other contractors.

1103.07 FAILURE TO EXECUTE CONTRACT.

Unless the time limit is modified by the contract documents, failure to execute a contract and file an acceptable bond within 30 calendar days of the date of the approval for award, herein provided, will be just and sufficient cause for annulment of the approval for award and for forfeiture of the proposed guaranty to the Contracting Authority.

PROPOSAL SCHEDULE OF PRICES

The next section is the Proposal Schedule of Prices. They show the bid items numbers, bid item descriptions and bid item quantities for each bid item at the time the project was prepared and advertised for letting. Some of these bid item descriptions and quantities may change by project Addenda issued prior to the letting the project.

We will discuss some of the specific Bid Items in detail later in this course.

PROPOSAL ADDENDUM INFORMATION

This section reiterates the information necessary to identify the addendums to apply to the project and discusses the role that addendums have in the bidding process.

PROPOSAL SPECIAL PROVISIONS LIST

The last part of the Proposal is the Proposal Special Provisions List section. This portion of the proposal define additional requirements, special provisions, and supplemental specifications apply to this project.

The first note, 001.2015, notifies the contractor which version of the Standard Specifications applies to the contract, in this case the 2015 version.

The second note, 005.15001.02 tells us which version of the General Supplemental Specifications applies to the contract, in this case the GS-15001 dated October, 2015. This document indicates changes and updates to the Standard Specification Book. The inspector must become familiar with what changes if any in this specification applies to any of the items on the project. Since this project was let under a new 2009 Specification, there was no GS applicable for this letting. Instead, the updates to the book were done by a Supplemental Specification, SS-09007. It is very important that, in addition to the Standard Specifications book, the inspector have a copy in the field of this document of the applicable updates.

Note 500.01 tells us that there is "no winter free time", which means that working days will be charged after Nov. 15 until the project is completed, if it is not completed by that date.

FHWA-1273.05 is the Federal Required Contract Provisions as they apply to Federal – Aid Contracts. Some of the key points of the document include nondiscrimination, nonsegregated facilities, wage rates, statements of payrolls, safety, false statements, clean-air act and water pollution control act. The inspector should read and keep a copy of this document on the project for references if needed. If there are any questions about the funding source of the contract, the use of Federal Participation can be identified by the presence of this Special Provision.

The IA15-1.1A is specified as the minimum federal wage scale (rates) the contractor has to pay his employees on this project. The inspector should look this document over and become familiar with which wage rates apply to the project. The Contractors' employees may come to the inspector to ask question on what they should be receiving for pay on the project. The proper and current schedule of federal wage rates should also be posted on the Contractors Project Bulletin Board.

If a smoothness requirement applied to the project, there would be a standard proposal note to add an additional smoothness requirement to the project. Since we do not see a note stating that there is a smoothness specification, it is the responsibility of the inspector to ensure that the contractor is providing a smooth finished pavement. Article 2316.04 SMOOTHNESS states "Longitudinally check areas not included in the profilograph test with a 10 foot (3 m) straight edge. Ensure the surface does not deviate from a straight line by more than 1/8 inch in 10 feet (3 mm in 3 m). Meet requirements of [Article 2316.03](#) for all corrections needed."

If there is a Stormwater Discharge Permit requirement for the project it will also be listed here.



<p>OFFICE OF CONTRACTS</p> <p>Proposal</p>
--

Proposal ID: 31-0321-041

Letting Date: December 19, 2017 10:00 A.M.

Call Order No.: 009

Proposal Work Type: BRIDGE NEW - STEEL GIRDER

DBE Goal: 4.0%

Contracting Authority: IOWA DEPARTMENT OF TRANSPORTATION

Proposal Guaranty: \$100,000.00

This proposal includes the following project(s):

Project Number: NHSX-032-1(41)--3H-31

County: DUBUQUE

Project Work Type: BRIDGE NEW - STEEL GIRDER

Route: IOWA 32

Location: U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK

Road System: PRIMARY ROAD (on NHS)

Contract Time**Proposal ID:** 31-0321-041**Call Order No.:** 009**Letting Date:** December 19, 2017 10:00 A.M.

Site ID	Site Details			Liquidated Damages
00	Late Start Date	05/21/2018	105 WORK DAYS	\$1,500.00

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

Proposal Notes

Proposal ID: 31-0321-041**Call Order No.:** 009**Letting Date:** December 19, 2017 10:00 A.M.

Proposal Notes :

There are no notes for this proposal.

Proposal Specifications List

Page 1 of 2

Proposal ID: 31-0321-041

Call Order No.: 009

Letting Date: December 19, 2017 10:00 A.M.

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 ***</p> <p>The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
005.0014	<p>DIGITAL SIGNING OF CONTRACT AND PERFORMANCE BOND THROUGH DOC EXPRESS</p> <p>The winning bidder will be required to use Doc Express to provide digital signatures to both the Contract (Form 650019, 05-13) and Performance Bond (Form 181419, 01-12) and to submit completed and signed additional required documents to complete award of the contract.</p> <p>The winning bidder will be provided detailed instructions to complete the contract signing through Doc Express.</p> <p>Costs for complying with this requirement shall be considered incidental to the project. No separate payment will be made.</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN ***</p> <p>A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
500.07.2017	<p>*** WINTER WORK ***</p> <p>Winter work will be allowed during the winter of 2017/2018. No working days will be charged between November 15, 2017 and April 1, 2018.</p>
500.2018	<p>*** NO WINTER FREE TIME ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2018-2019. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.</p>
DS-15005	<p>DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION PROGRESS SCHEDULE</p>

Proposal Specifications List

Page 2 of 2

Proposal ID: 31-0321-041

Call Order No.: 009

Letting Date: December 19, 2017 10:00 A.M.

DS-15044 DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE
FOR STRUCTURES

FHWA-1273.05 FHWA-1273: REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

GS-15005 GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE
CONSTRUCTION

IA17-97.0 PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA170097
FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT
COUNTY)

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

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

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

SP-150346 SPECIAL PROVISIONS FOR GIRDER ERECTION PLAN Dubuque County NHSX-
032-1(41)--3H-31

Proposal Schedule of Items

Page 1 of 4

Proposal ID: 31-0321-041

SECTION: 0001

DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED
GIRDER BRIDGE

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	3,893.000 CY				
0020	2402-2720000 EXCAVATION, CLASS 20	407.000 CY				
0030	2402-2721000 EXCAVATION, CLASS 21	284.000 CY				
0040	2402-2722000 EXCAVATION, CLASS 22	140.000 CY				
0050	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	226.500 CY				
0060	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	447.400 CY				
0070	2404-7775000 REINFORCING STEEL	34,025.000 LB				
0080	2404-7775005 REINFORCING STEEL, EPOXY COATED	82,132.000 LB				
0090	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,695.000 LB				
0100	2408-7800000 STRUCTURAL STEEL	310,230.000 LB				
0110	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	83.000 LF				
0120	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	83.000 LF				

Proposal Schedule of Items

Page 2 of 4

Proposal ID: 31-0321-041

SECTION: 0001

DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED
GIRDER BRIDGE

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2414-6424110 CONCRETE BARRIER RAILING	586.000 LF				
0140	2434-0000100 DISC BEARING ASSEMBLIES	20.000 EACH				
0150	2501-0201057 PILES, STEEL, HP 10 X 57	800.000 LF				
0160	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	32.000 SY				
0170	2507-3250005 ENGINEERING FABRIC	1,900.000 SY				
0180	2507-6800061 REVETMENT, CLASS E	1,315.000 TON				
0190	2507-8029000 EROSION STONE	71.000 TON				
0200	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM	LUMP SUM			
0210	2533-4980005 MOBILIZATION	LUMP SUM	LUMP SUM			
0220	2599-9999010 ('LUMP SUM' ITEM) GIRDER ERECTION PLAN	LUMP SUM	LUMP SUM			
Section: 0001			Total:			

Proposal Schedule of Items

Page 3 of 4

Proposal ID: 31-0321-041

SECTION: 0002 ROADWAY ITEMS

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0230	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	25.000 SY				
0240	2123-7450000 SHOULDER CONSTRUCTION, EARTH	2.300 STA				
0250	2301-0690203 BRIDGE APPROACH, BR-203	477.200 SY				
0260	2503-0500402 BRIDGE END DRAIN, DR-402	1.000 EACH				
0270	2528-8445110 TRAFFIC CONTROL	LUMP SUM	LUMP SUM			
0280	2601-2634100 MULCHING	1.200 ACRE				
0290	2601-2636043 SEEDING AND FERTILIZING (RURAL)	1.200 ACRE				
0300	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	1.200 ACRE				
0310	2601-2643412 TURF REINFORCEMENT MAT, TYPE 2	71.000 SQ				
0320	2602-0000020 SILT FENCE	750.000 LF				
0330	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	750.000 LF				
0340	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	75.000 LF				

Proposal Schedule of Items

Page 4 of 4

Proposal ID: 31-0321-041

SECTION: 0002 ROADWAY ITEMS

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	2602-0000160 ROCK CHECK DAM	40.000 LF				
0360	2602-0000170 MAINTENANCE OF ROCK CHECK DAM	12.000 EACH				
0370	2602-0000180 REMOVAL OF ROCK CHECK DAM	4.000 EACH				
0380	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,080.000 LF				
0390	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	1,080.000 LF				
0400	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH		500.00000		500.00
0410	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH		1,000.00000		1,000.00
0420	2612-0000520 ROADSIDE SPRAY FOR WEED CONTROL	1.200 ACRE				
Section: 0002			Total:			
			Total Bid:			

Exercises – Proposal

Use the Estimating Proposal (31-0321-041) to answer the following questions

- (1) What is the letting date for this project? _____
- (2) Who is the project engineer for this project? _____
- (3) What is the project number? _____
- (4) What is the location of this project? _____

- (5) Is this a Federal Aid Project? _____ How can you tell? _____
- (6) Is this a late start date project & what is the date? _____
- (7) How many working days are allowed? _____
- (8) On line number 0030, what is the item quantity and unit of measure? _____
- (9) On line number 0030, what Article in the Specifications would you look under to find information about this item? _____
- (10) On line number 0120, what is the item number and item description? _____

- (11) On line number 0120, what is the item quantity and unit? _____
- (12) What county is this project located in? _____
- (13) What is the dollar amount of the liquidated damages? _____
- (14) Is a Storm Water Discharge Permit required for this project? _____
- (15) Is work required through the winter on this project? _____
- (16) What is the number of the Wage Rate Decision? _____
- (17) What is the length of this project? _____
- (18) What type of work is this? _____
- (19) What is the DBE Goal on this project? _____
- (20) How many items are on this project? _____

ADDENDUMS

Addendums

Sometimes during the letting process sometimes changes are needed to correct errors, or update information for the project, bid items, project notes, plans, etc. prior to the contractor bidding the project.

An addendum is issued to cover these changes.

The first page of the addendum lists the Bid Order (B.O.), Proposal ID, Proposal work type, Project Number, and the Addendum number.

The addendum number is made up of the letting date 19DEC, Bid Order 009 and the addendum number. The first addendum number is A01. If a second is issued, it is 19DEC009A02 and so on.

This project had one addendum issued prior to the letting date. The first line of the addendum text indicates what the change to the bidding proposal is going to be.

- Addendum 19DEC009A01 was issued on December 12, 2017. This Addendum was written to make a change to the plan on sheet 2, the last sentence of estimate reference note for Item 13 should be revised from 600 lineal feet to 1200 lineal feet.

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: December, 19, 2017
Date of Addendum: December 12, 2017

Call Order No.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
009	31-0321-041	BRIDGE NEW - STEEL GIRDER	DUBUQUE	NHSX-032-1(41)--3H-31	19DEC009A01

Make the following change to the plan:

Sheet 2, the last sentence of estimate reference note for Item 13 should be revised from 600 lineal feet to 1200 lineal feet.

CONTRACT

The Contract

The contract contains much the same information as the Proposal. But now that the project has been awarded there are more details. For example, the Contract ID number replaces the Proposal ID number (although it is the same number, just a new label).

The DBE Commitment shows a total of \$67,983.06 This is the dollar amount that the Contractor has committed to using DBE Subcontractors to perform specific items of work. There was a specified DBE goal of 4.89% of this project. The Commitment is 4.89% of the contract price. This meets the goal for this contract, so the contract was awarded.

The Contract also shows the Project Engineer, who for this contract is the MANCHESTER RESIDENT CONST OFFICE, and the Contractor name, JIM SCHROEDER CONSTRUCTION, INC. Any addendums are found listed in the supplemental specifications, etc. In this case there is one Addendum: 19DEC009A01; which we looked at earlier.

The Contract Dollar Amount can be found in the Contract, as well as at the end of the individual bid item prices. The dollar amount found under "Unit Price" multiplied by the "Item Quantity" equals the "Bid Amount".

Work does not start until the Contract has been accepted and approved by the contracting authority and signed by all parties. Until all parties have signed the contract and it is fully executed, it is MANDATORY that no communications be made between the contracting authority and the contractor. To do so will nullify the contract and cause the Federal Participation to be relinquished!

CONTRACT

Letting Date: Dec 19, 2017 10:00 A.M.

Contract ID: 31-0321-041

Call Order No.: 009

County: DUBUQUE

Project Engineer: MANCHESTER RESIDENT CONST
OFFICE

Cost Center: 611000

Object Code: 890

DBE Commitment: \$67,983.06

Contract Work Type: BRIDGE NEW - STEEL GIRDER

This agreement made and entered by and between the Contracting Authority,
IOWA DEPARTMENT OF TRANSPORTATION
and Contractor,
JIM SCHROEDER CONSTRUCTION, INC.

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 1,388,040.68 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

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

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

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

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

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

By, _____ , _____
Contractor Contractor (if joint venture)

By, _____
Contracting Authority Contract Award Date

Iowa DOT Concurrence _____
For Local Agency Contracts Concurrence Date

Contract Project(s)

Contract ID: 31-0321-041**Call Order No.:** 009**Letting Date:** Dec 19, 2017 10:00 A.M.

Project Number: NHSX-032-1(41)--3H-31**County:** DUBUQUE**Project Work Type:** BRIDGE NEW - STEEL GIRDER**Accounting ID:** 34755**Location:** U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK**Route:** IOWA 32Federal Aid - Predetermined Wages are in Effect

Contract Time**Contract ID:** 31-0321-041**Call Order No.:** 009**Letting Date:** Dec 19, 2017 10:00 A.M.

Site ID	Site Details			Liquidated Damages
00	Late Start Date	05/21/2018	105 WORK DAYS	\$1,500.00

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

Notes

Contracts ID: 31-0321-041**Call Order No.:** 009**Letting Date:** Dec 19, 2017 10:00 A.M.

Notes :

There are no notes for this contract.

Contract Addenda

Contracts ID: 31-0321-041

Call Order No.: 009

Letting Date: Dec 19, 2017 10:00 A.M.

The following is a list of Contract Addenda:

19DEC009.A01.

Contract Specifications List

Page 2 of 2

Contract ID: 31-0321-041**Call Order No.:** 009**Letting Date:** December 19, 2017 10:00 A.M.

DS-15044 DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE FOR STRUCTURES

FHWA-1273.05 FHWA-1273: REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

GS-15005 GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

IA17-97.0 PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA170097 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)

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

*** Additional Requirement ***

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

SP-150346 SPECIAL PROVISIONS FOR GIRDER ERECTION PLAN Dubuque County NHSX-032-1(41)--3H-31

Contract Schedule

Page 1 of 4

Contract ID: 31-0321-041

Awarded Vendor: SC320

JIM SCHROEDER CONSTRUCTION, INC.

SECTION 0001

**DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED
GIRDER BRIDGE**

\$1,279,603.68

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	3,893.000 CY	7.85		30,560.05	
0020	2402-2720000 EXCAVATION, CLASS 20	407.000 CY	35.00		14,245.00	
0030	2402-2721000 EXCAVATION, CLASS 21	284.000 CY	100.00		28,400.00	
0040	2402-2722000 EXCAVATION, CLASS 22	140.000 CY	100.00		14,000.00	
0050	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	226.500 CY	472.50		107,021.25	
0060	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	447.400 CY	520.00		232,648.00	
0070	2404-7775000 REINFORCING STEEL	34,025.000 LB	0.76		25,859.00	
0080	2404-7775005 REINFORCING STEEL, EPOXY COATED	82,132.000 LB	0.84		68,990.88	
0090	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,695.000 LB	3.15		11,639.25	
0100	2408-7800000 STRUCTURAL STEEL	310,230.000 LB	1.60		495,437.31	
0110	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	83.000 LF	140.00		11,620.00	
0120	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	83.000 LF	25.00		2,075.00	

Contract Schedule

Contract ID: 31-0321-041

Awarded Vendor: SC320

JIM SCHROEDER CONSTRUCTION, INC.

SECTION 0001

**DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED
GIRDER BRIDGE**

\$1,279,603.68

Alt Set ID:

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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2414-6424110 CONCRETE BARRIER RAILING	586.000 LF	62.54		36,648.44	
0140	2434-0000100 DISC BEARING ASSEMBLIES	20.000 EACH	2,000.00		40,000.00	
0150	2501-0201057 PILES, STEEL, HP 10 X 57	800.000 LF	36.00		28,800.00	
0160	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	32.000 SY	75.00		2,400.00	
0170	2507-3250005 ENGINEERING FABRIC	1,900.000 SY	3.00		5,700.00	
0180	2507-6800061 REVETMENT, CLASS E	1,315.000 TON	28.00		36,820.00	
0190	2507-8029000 EROSION STONE	71.000 TON	24.50		1,739.50	
0200	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			10,000.00	
0210	2533-4980005 MOBILIZATION	LUMP SUM			70,000.00	
0220	2599-9999010 (LUMP SUM ITEM) GIRDER ERECTION PLAN	LUMP SUM			5,000.00	

Contract Schedule

Contract ID: 31-0321-041

Awarded Vendor: SC320

JIM SCHROEDER CONSTRUCTION, INC.

SECTION 0002

ROADWAY ITEMS

\$108,437.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0230	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	25.000 SY	87.80		2,195.00	
0240	2123-7450000 SHOULDER CONSTRUCTION, EARTH	2.300 STA	129.00		296.70	
0250	2301-0690203 BRIDGE APPROACH, BR-203	477.200 SY	175.00		83,510.00	
0260	2503-0500402 BRIDGE END DRAIN, DR-402	1.000 EACH	3,900.00		3,900.00	
0270	2528-8445110 TRAFFIC CONTROL	LUMP SUM			1,400.00	
0280	2601-2634100 MULCHING	1.200 ACRE	1,800.00		2,160.00	
0290	2601-2636043 SEEDING AND FERTILIZING (RURAL)	1.200 ACRE	300.00		360.00	
0300	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	1.200 ACRE	300.00		360.00	
0310	2601-2643412 TURF REINFORCEMENT MAT, TYPE 2	71.000 SQ	60.00		4,260.00	
0320	2602-0000020 SILT FENCE	750.000 LF	2.00		1,500.00	
0330	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	750.000 LF	0.01		7.50	
0340	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	75.000 LF	3.00		225.00	

Contract Schedule

Contract ID: 31-0321-041

Awarded Vendor: SC320

JIM SCHROEDER CONSTRUCTION, INC.

SECTION 0002

ROADWAY ITEMS

\$108,437.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	2602-0000160 ROCK CHECK DAM	40.000 LF	40.00		1,600.00	
0360	2602-0000170 MAINTENANCE OF ROCK CHECK DAM	12.000 EACH	250.00		3,000.00	
0370	2602-0000180 REMOVAL OF ROCK CHECK DAM	4.000 EACH	400.00		1,600.00	
0380	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,080.000 LF	0.50		540.00	
0390	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	1,080.000 LF	0.01		10.80	
0400	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00		500.00	
0410	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00		1,000.00	
0420	2612-0000520 ROADSIDE SPRAY FOR WEED CONTROL	1.200 ACRE	10.00		12.00	

Total Bid: \$1,388,040.68

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

Exercises – Contract

Use the Contract (ID: 31-0321-041) to answer the following questions

- (1) Who is the Project Engineer on this project? _____
- (2) What is the Contract Amount? _____
- (3) Where on the Contract can this amount be found? _____ and

- (4) What is the DBE Commitment? _____
- (5) What is the Accounting ID? _____
- (6) Why would you need this number? _____
- (7) Who is the Contractor? _____
- (8) What version of the Davis-Bacon Wage Rates applies to this contract? _____
and why is it different than the version that was specified on the Proposal? _____

- (9) How many Addendums have been written for this project and what are the
number(s)? _____
- (10) What issue of the General Specifications is used for this project? _____
- (11) In what Articles of the Specifications would we look to find the Method of Measurement
and Basis of Payment for Item #0070? _____
- (12) What is the unit price for item 0110? _____
- (13) What is the bid amount for item 0140? _____
- (14) What is the item number and description for item 0050? _____

- (15) If the Contractor has erected six Safety Closures, installed 135 linear feet of Silt Fence, been paid one
Mobilization for Erosion Control, completed the Rock Check Dam, been paid the first Mobilization
payment (10% of the Contract Price for the item), and has been paid 25% of the Traffic Control item,
what is the dollar amount of the work that has been completed so far?

- (16) At this point, if we would consider only the above items, what is the percentage of work that has
been completed? _____
- (17) If the contractor has used four days and was only able to work until 8:30 a.m. on the fifth day because
of rain, what would be the percentage of time that has been used so far?

SUBCONTRACT REQUESTS

SUBCONTRACTING

See **Chapter 2 of the Construction Manual** and **IM 6.000, Attachment D, Section 2.25 SUBCONTRACTS**

Subcontractor Requests Section 2.25

Contractor's Requirements Section 2.25

For Local Agency Projects, See IM 6.000, Attachment C, Subcontract Review and Authorization Process – Post Award flowchart

In summary:

All Subcontract Requests must be prepared using the “.CON” file and submitted electronically, except for new items added to a contract that will be completed by a subcontractor. In this instance, the SiteXchange software is not able to generate a subcontract request form because the software does not support new items added by contract modification. In this case, the request is submitted on hardcopy form of Subcontract Request (Form 830231) and submitted to the project engineer as an attachment to an email. A blank copy of the Subcontract Request (Form 830231) is provided in the Iowa DOT Construction Manual [Appendix 2-16.1 and 2-16.2](#). An electronic version (PDF format) is available on the Iowa DOT's website <https://forms.iowadot.gov/Default.aspx>

Project Engineer's Responsibility Section 2.25

In Summary:

Revised .CON files

The project engineer is to check revised .CON files for accuracy (% subcontracted, current EEO/AA policy, items assigned to appropriate subcontractor) and forward the revised .CON file to the Office of Contracts as an email attachment. The email is sent to dot.contracts@dot.iowa.gov with a subject line of “Revised Con File”.

Changes after Award of the Contract

When changes are made to the Contract after the project has been accepted, the SiteXchange software is not able to generate a subcontract request form. The software does not support new items added by contract modification nor is it able to add new subcontractors after the Contract has been accepted.

New Items to be Completed by an Existing or New Subcontractor

If new items, added to a contract, will be completed by a subcontractor, the subcontract request must be submitted to the project engineer on hardcopy Subcontract Request (Form 830231 in Iowa DOT Construction Manual [Appendix 2-16](#)).

Existing Items to be Completed by a New Subcontractor

If existing items will be completed by a new subcontractor, the subcontract request must be submitted to the project engineer on hardcopy. Subcontract Request (Form 830231 [Appendix 2-16](#)) and submitted to the project engineer as an attachment to an email.

In the second and third case, the project engineer is to check the Subcontract Request form for accuracy (% subcontracted and current EEO/AA policy) and forward the form to the Office of Contracts as an email attachment. The email is sent to dot.contracts@dot.iowa.gov

INSTRUCTIONAL MEMORANDUMS

To Local Public Agencies



To: Counties and Cities	Date: December 31, 2020
From: Local Systems Bureau	I.M. No. 5.030
Subject: Iowa DOT Letting Process	

Contents: This Instructional Memorandum (I.M.) provides guidance, instructions, and information for Local Public Agency (LPA) projects that are let through the Iowa DOT letting process. It includes descriptions of the procedures, beginning with turning a project in for letting and continuing through obtaining an executed contract between the LPA and the responsible bidder who has submitted the lowest responsive bid.

[Attachment A](#) - Iowa DOT Pre-Letting Process flowchart

[Attachment B](#) – Iowa DOT Post-Letting Process flowchart

[Attachment C](#) – Sample Resolution for a County to Delegate Contract Signing in Doc Express

Introduction

There are many State and Federal rules, policies, or procedures that apply to construction contract lettings conducted by the Iowa DOT. The Iowa DOT's process for advertising, letting, and awarding Federal-aid highway construction contracts must comply with 23 CFR 635. For LPA Federal-aid projects, the Iowa DOT is responsible for monitoring the LPA's compliance with these rules, policies, and procedures. The Iowa DOT requires all LPA Federal-aid projects, except those listed in [I.M. 5.120](#), Local Letting Process - Federal-aid, be advertised, let, and awarded through the Contracts and Specifications Bureau. The Iowa DOT also requires that all LPA Federal-aid Swap projects be let through the Iowa DOT, per the [Federal-aid Swap Policy](#) approved by the Iowa DOT Commission on February 13, 2018. The Iowa DOT also requires all County Farm-to-Market projects be let at the Iowa DOT.

The Iowa DOT letting procedures cover all Federal requirements for Buy America, Non-collusion Affidavit, Non-discrimination Affidavit, Lobbying Certification, Certification of Non-segregated Facilities, exclusion of debarred contractors, Equal Employment Opportunity and Affirmative Action compliance reviews, and DBE program administration.

[Iowa Code Section 26.3](#), which applies to cities but not counties, states that if the estimated total cost of a public improvement exceeds the competitive bid threshold of one hundred thousand dollars, or the adjusted competitive bid threshold established in section 314.1B, the governmental entity shall advertise for sealed bids for the proposed public improvement by posting a notice to bidders not less than thirteen and not more than forty-five days before the date for filing bids in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on an internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.

For projects let at the Iowa DOT, the relevant contractor plan room service with statewide circulation is the Iowa DOT [Contracts and Specifications webpage](#). The relevant construction lead generating service with statewide circulation is [Bid Express](#). The internet site sponsored by a governmental entity is also the Iowa DOT Contracts and Specifications Bureau's website showing lettings: <https://iowadot.gov/contracts/plans-and-estimation-proposals>. The Iowa DOT also advertises lettings with the Des Moines Register newspaper.

Preparation

1st Tuesday of the month 2 months before letting

After completion of the requirements for [I.M. 3.700](#), Check and Final Plans, the Iowa DOT's letting process begins on the first Tuesday of the month 2 months before the anticipated letting date. The Administering Bureau shall submit the plans, Special Provisions, the LPA's cost estimate, and other required documents to the Iowa DOT's Contracts and Specifications Bureau in accordance with [I.M. 3.010](#), Project Development Submittal Dates and Information.

The LPA's estimate will be used as a supporting document by the Contracts and Specifications Bureau when preparing the Iowa DOT's estimate for Federal-aid projects. The Iowa DOT's estimate will be used as the basis for obligation of Federal funds. The LPA will use its estimate to analyze the bids and make the award

decision. If there is a significant difference between the Iowa DOT's estimate and the LPA's estimate, the Contracts and Specifications Bureau will contact the LPA to determine why. The Contracts and Specifications Bureau may revise the Iowa DOT's estimate as a result. Both estimates are considered confidential information as per Iowa Code 22.7; therefore, the Contracts and Specifications Bureau will not release either estimate before or after the letting.

The LPA must request any special considerations for the project at this time. Examples include contract period requests and innovative contracting. For more information, refer to [I.M. 3.730](#), Innovative Contracting Procedures.

If any project clearances have not been obtained, or there are other conditions that require a Public Interest Finding (PIF), a PIF must be submitted by the LPA and approved by the Administering Bureau prior to this date. Otherwise, the project may not enter the letting process. For more information, refer to [I.M. 5.060](#), Public Interest Findings.

During the next 2 weeks, the Contracts and Specifications Bureau will review the plans and specifications to see if they are biddable. If the Contracts and Specifications Bureau determines that they are not biddable, they will notify the person listed as the "Designer Contact" in the Transportation Program Management System (TPMS) and on the Local Project Plan Turn-in Checklist of the required changes and copy the Administering Bureau. The Designer Contact must make the requested changes and supply revised plan sheets within the time frame specified by the Contracts and Specifications Bureau. The Designer Contact shall also provide a copy of any revised plans to the Administering Bureau. For more information on the Contracts and Specifications Bureau's plan requirements, refer to the Contracts and Specifications Bureau's [Letting Guidelines](#).

3rd Tuesday of the month 2 months before letting

This is the last day the Designer Contact may request changes to the plans and Special Provisions. During the next 2 weeks, the Contracts and Specifications Bureau begins to finalize the bidding proposal, and determine contract periods. The Contracts and Specifications Bureau will also review the projects to determine if projects should be packaged together. For more information on the contract periods and packaging of projects, refer to the Contracts and Specifications Bureau's [Letting Guidelines](#).

Last Tuesday of the month 2 months before letting

The Contracts and Specifications Bureau sends the proposed contract periods to the Administering Bureaus for their distribution to LPAs for review. If LPAs have any concerns regarding the proposed contract period for their projects, they contact the Contracts and Specifications Bureau and copy the Administering Bureau. Only minor adjustments to the contract periods will be considered.

1st Tuesday of the month 1 month before letting

This is the day the contract documents must be complete. If a PIF was submitted for a project clearance, the project clearance must be obtained by this date, except those submitted for Right-of-way parcels scheduled for condemnation. Otherwise, the Contracts and Specifications Bureau will withdraw the project from the letting.

The Contracts and Specifications Bureau submits all projects to the Federal Highway Administration (FHWA) for their review; and requests authorization. If the project has full oversight by FHWA, this submittal also includes the plans, specifications, and Iowa DOT cost estimate. During the next 2 weeks, FHWA reviews the projects submitted.

If FHWA determines that they cannot authorize a project for letting, they notify the Contracts and Specifications Bureau of the issue(s). The Contracts and Specifications Bureau then notifies the Administering Bureau of FHWA's issue(s). If the issues cannot be resolved and FHWA authorization obtained by the 3rd Tuesday of the month 1 month prior to letting, the Contracts and Specifications Bureau will withdraw the project from the letting. The Administering Bureau will contact the LPA to address the issue(s) and determine a new letting date. The LPA shall revise the plans and specifications as required and update the project information in TPMS.

The Contracts and Specifications Bureau holds their Disadvantaged Business Enterprises (DBE) Goal Setting Meeting and sets DBE goals for contracts as appropriate so the DOT can achieve their annual DBE Goal.

3rd Tuesday of the month 1 month before letting

The Contracts and Specifications Bureau is notified by the FHWA of the projects they have authorized for letting.

The Contracts and Specifications Bureau sends a Notice to Advertise to the Des Moines Register and posts a [Notice to Bidders](#) on its web site and the Bid Express ([BIDX](#)) web site.

The contract documents are made available at no cost in electronic format on the [Contracts and Specifications Bureau](#) web site. LPAs are encouraged to review the documents promptly. All questions from contractors about any of the contract documents must be directed to the Contracts and Specifications Bureau through Bid Express. LPAs are encouraged to promptly review any questions forwarded to them by the Contracts and Specifications Bureau, so contractors' questions are answered quickly.

After this day, all changes to the contract documents must be made by addendum. If the LPA believes an addendum is needed, the LPA shall send a request to the Contracts and Specifications Bureau, including the proposed text of the addendum, and copy the Administering Bureau. The Contracts and Specifications Bureau reviews the request and determines if an addendum will be prepared. If an addendum is deemed necessary, the Contracts and Specifications Bureau prepares and distributes the addendum to the prime contractors who have requested bidding documents. For more information on the criteria used to determine if an addendum is justified, refer to the Contracts and Specifications Bureau's [Letting Guidelines](#).

1st Tuesday of the month of letting

All condemnation hearings for previously unacquired right-of-way parcels must have been held so the project is cleared for letting. Otherwise, the project will be withdrawn from the letting.

All addendum requests should be submitted. Addendum requests submitted after this date may not be approved. If the Contracts and Specifications Bureau has not received confirmation of receipt of the addendum from all the prime contractors who have requested bidding documents prior to the letting, the project may be withdrawn from the letting. If an individual bidder does not acknowledge the addendum, that firm's bid will be deemed non-responsive.

Plan Changes and Addendums

For information on plan changes and addendums after plan turn-in to the Contracts and Specifications Bureau, refer to the following information:

https://iowadot.gov/contracts/electronicplanspecs/Plan_Changes_and_Addendums_Contracts.pdf

Letting

The lettings are held the 3rd Tuesday of each month; except in January, when it is held the Wednesday after the 3rd Tuesday. Bids are due at 10:00 AM. The Contracts and Specifications Bureau downloads the bids at 800 Lincoln Way, Ames, Iowa, with the as-read-bid-totals available on [Bid Express](#) shortly after the reading. Any bid received after 10:00 AM is returned unopened to the bidder. Any bid deemed non-responsive will not be read or posted. The Apparent Low Bids, as read, are shown on [Bid Express](#).

Contract Award or Rejection

All LPA projects let by the Iowa DOT will be awarded on the basis of the responsible bidder submitting the lowest responsive bid ("low bidder"). The Contracts and Specifications Bureau ensures all bidders are responsible by only allowing pre-qualified contractors to bid. The Contracts and Specifications Bureau determines the low bidder and prepares the bid tabulations. The LPA makes the award determination after performing the bid analysis described below.

After bids are downloaded and reviewed, the letting gets processed by the Contracts and Specifications Bureau. Then, the Local Systems Bureau sends an email, instructing the LPA to take action to either award a contract to the low bidder or reject all bids within 30 days of the contract being uploaded to Doc Express (if over 30 days, the

low bidder is allowed to withdraw their bid and their proposal guarantee will be returned to them with no penalty). The email also includes a tabulation of bids and Doc Express Instructions.

The Contracts and Specifications Bureau uploads the contract to Doc Express (for Federal-aid projects, a copy of [Form FHWA-1273](#), Required Contract Provisions, Federal-aid Construction Contracts, will be physically attached; the Davis-Bacon wage rates will also be attached to the contract).

Note: There should be no discussions between the LPA and the low bidder until after the contract is fully executed and concurred by the Iowa DOT.

Bid Analysis

The LPA is responsible for reviewing the bid tabulations and documenting the basis for its decision to either award a contract or reject all bids. Factors to consider in the bid analysis should include the following:

1. Number of bids submitted on the project(s).
2. Distribution and range of bids received.
3. Urgency of the project(s).
4. Any unbalancing of unit bid items that may be detrimental to the contracting authority.
5. Current market conditions and workloads within the contracting industry.
6. Potential savings if the project(s) were re-advertised for another contract letting.
7. Potential changes to the project(s) or contract period that could affect the bid price.
8. Comparison of the low bidder to the bid prices of the other bidders on the project(s).
9. Comparison of bid prices with similar projects in the contract letting.
10. Justification for significant bid price differences.

Bids that exceed 110% of the LPA's estimate shall not be awarded, unless one of the following conditions is met:

1. There is adequate competition. Adequate competition shall be determined based on the number of competitive bids received and the percentage of the low bid in comparison to the LPA's estimate, as shown below:

Number of competitive bids received	Competition is considered adequate when the low bid does not exceed:
5 or more	120% of the engineer's estimate
4	115% of the engineer's estimate
3	110% of the engineer's estimate
2	105% of the engineer's estimate
1	100% of the engineer's estimate

Competitive bids are those that are less than 120% of the low bid.

2. The project is essential and deferral would be contrary to the public interest. Examples of such projects include, but are not limited to the following:
 - a. Safety projects where an extremely hazardous condition exists.
 - b. Projects that close a gap in a corridor.
 - c. Projects that are critical to other staged projects in a corridor.
3. Re-advertising the project without any change to the contract requirements would not likely result in a lower bid.
4. An error was made in the LPA's estimate, and the error, if corrected, would result in a bid below the LPA's estimate.

As a condition of letting the project, the LPA should have adequate financial resources to award a contract if a reasonable bid is received. Therefore, the LPA should not reject a bid because of inadequate funds, if the bid is within 10% of the LPA's estimate.

Awarding a Contract

If the LPA elects to award a contract to the low bidder, the LPA should schedule the proposed contract for action at the next Board of Supervisors or City Council meeting. If the LPA is a City, a public hearing to approve the plans, specifications, form of contract, and estimated total cost of the public improvement, as required by [Iowa Code Chapter 26.12](#) must be held before a contract is awarded. A notice for the public hearing must be published as required by [Iowa Code Chapter 362.3](#). The City must record its decision to approve the items considered at the public hearing by resolution. After the Board of Supervisors or City Council passes a motion or resolution to award the proposed contract, the LPA shall utilize Doc Express to digitally sign the contract.

Beginning with the December 17, 2019 Iowa DOT Letting, the Board of Supervisors or City Council may delegate the execution of the contract to a full-time county or city employee, respectively. The county employee designated to execute the contract would most likely be the County Engineer. The city employee designated to execute the contract would most likely be the City Public Works Director or City Engineer. The employee designated to execute the contract shall be a full-time employee of the agency. For smaller cities that do not have any full-time employees, the mayor or city clerk may serve as the designated person to execute the contract. A consultant shall not serve as the designated person to execute the contract. If the Board of Supervisors or City Council chooses to designate the execution of the contract to a county or city employee, this shall be designated in a project specific resolution; see [Attachment C](#) for an example resolution. Each contract shall require a separate resolution. However, a single resolution may be utilized to both award the proposed contract, as well as designate the execution of the contract to another party. The Iowa DOT does not need a copy of this resolution. If the LPA would like to store the resolution in Doc Express, it can be stored in the "Agreement and Resolutions" drawer but shall not be uploaded as part of the contract.

Detailed instructions regarding the Contract Signing Process are located on Local Systems webpage. https://iowadot.gov/local_systems/publications/local_jurisdictions/DocExpressLPAUsersGuideAppendix2.pdf The Prime Contractor that is the low bidder verifies their performance bond, uploads their Certificate of Insurance, and digitally signs the contract via Doc Express. If there are railroad provisions on the project, the Prime Contractor must also upload their Railroad Protective Liability Insurance as well as other documents required by the Special Provision or Developmental Specification. The LPA's Project Engineer shall verify that the Prime Contractor has uploaded all required documents, prior to the LPA's designee digitally signing the contract.

Subcontractor Process:

To view the electronic file, the LPA must download and install the SiteXchange software. This step is only necessary the first time used. SiteXchange software is available to all users, at no cost, using the following link: [BidX utility files](#). Download the SiteXchange software (it will be a zip file), select the file subcon.exe and then select extract all files. This will create a folder to be used for saving the .con files at c:/Users/username/Desktop/SiteXchange.

Please see the following website for further information regarding the Subcontractor Process, including flowcharts and instructions: <https://iowadot.gov/contracts/lettings/subcontracting.pdf> If the Prime Contractor sends in the electronic subcontractor request (.con file) to the Contracts and Specifications Bureau at dot.contracts@iowadot.us prior to Iowa DOT's Concurrence signature, the Contracts and Specification Bureau will review and approve the subcontractor request and upload the tax certificates and the EEO/AA poster to the Contract Signing drawer in Doc Express. If the electronic subcontract request is submitted after the Iowa DOT's Concurrence or there is a change to the electronic subcontract request, the Prime Contractor and the LPA shall follow the instructions in I.M. 6.000, Attachment D.

The Contracts and Specifications Bureau determines if the submitted documents are acceptable, and if so, digitally signs the contract to indicate the Iowa DOT's concurrence in the contract award. The contract is then marked complete in Doc Express. **The Iowa DOT's Concurrence signature does not make the Iowa DOT a party to the contract; however, it is required before any work on the contract may begin in which Federal-aid reimbursement will be requested.**

Rejecting all Bids

If the LPA desires to reject all bids and not award a contract to the low bidder, the LPA shall notify the Contracts and Specifications Bureau on LPA letterhead, asking for concurrence in rejecting all bids. The letter shall explain why the LPA desires to reject all bids. The LPA shall include information on the bid analysis performed, and share its future plans for the project; i.e., whether it will be revised and re-let or if the project will be cancelled. If the project will be re-let, some type of change to the plans, specifications, or contract period should be made in order to obtain lower bids. After the Contracts and Specifications Bureau concurs with rejecting all bids, the LPA shall notify the low bidder. Depending on when the contract will be re-let, Federal funding may need to be de-obligated. If the contract is not going to be re-let, the Federal funding shall be de-obligated. For additional information, refer to [I.M. 1.200](#), Federal Funds Management.

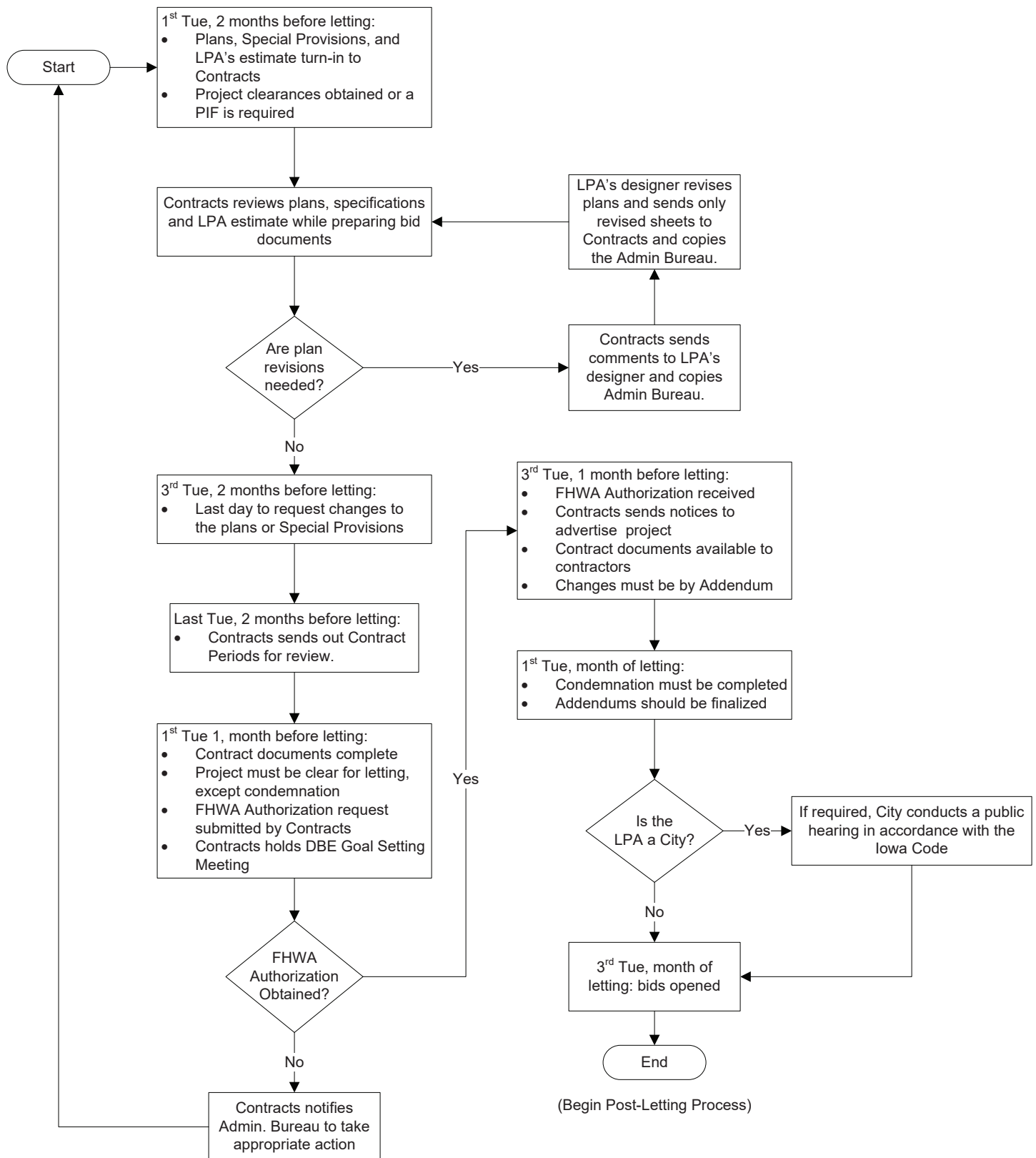
Beginning Work

After Doc Express notification of Iowa DOT concurrence of the contract from the Iowa DOT, the contractor may begin work. The contractor should not be allowed to begin work prior to the Iowa DOT concurrence of the contract in case there are any problems with the required performance bonds, Certificate of Insurance, or subcontracts that would preclude Federal-aid reimbursement. For the same reason, the LPA should not hold a pre-construction meeting before receiving notification of Iowa DOT concurrence or the signed contract from the Contracts and Specifications Bureau.

The LPA should not delete substantial portions of the contract after the contract has been executed in order to bring the project within budget, as this could impact the bidding process.

For information regarding the procedures for construction contract administration, refer to [I.M. 6.000](#), Construction Inspection.

Iowa DOT Pre-Letting Process

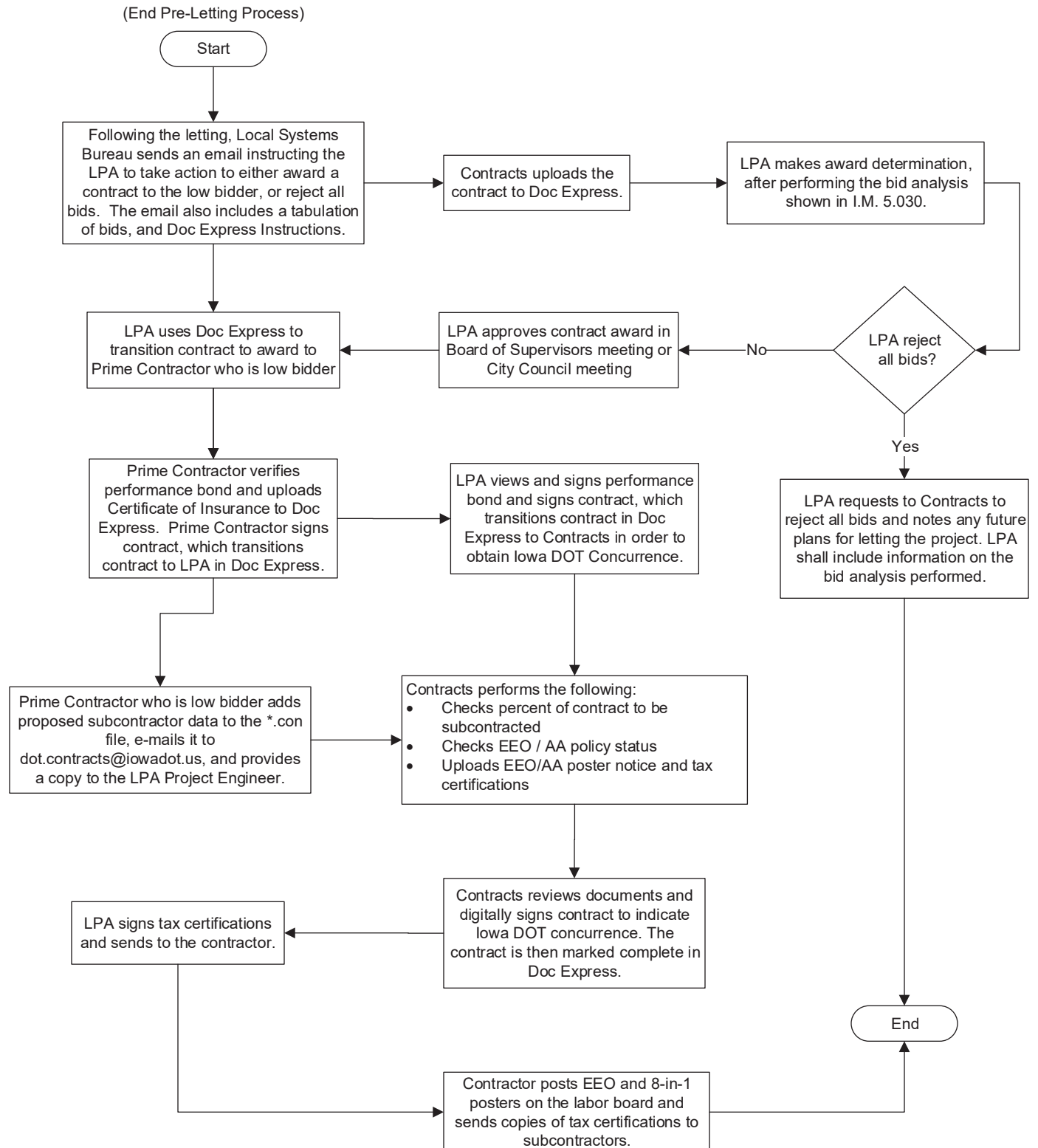


Abbreviations:

Admin. Bureau = Iowa DOT Administrating Bureau
FHWA = Federal Highway Administration
LPA = Local Public Agency
Contracts = Iowa DOT Contracts and Specifications Bureau
PIF = Public Interest Finding

Iowa DOT Post-Letting Process

Attachment B to I.M. 5.030
November 27, 2019



Abbreviations:

Admin. Bureau = Iowa DOT Administrating Bureau
Contracts = Contracts and Specifications Bureau, Iowa DOT
EEO / AA = Equal Employment Opportunity / Affirmative Action
ERMS = Electronic Records Management System
FHWA = Federal Highway Administration
LPA = Local Public Agency

Subcontract Request Form (Form 830231)

Contractor: SCHROEDER, JIM CONSTRUCTION, INC. County: DUBUQUE
Contractor VENDOR ID: SC320 Contract ID No.: 31-0321-041

Letting Date: 12-19-17

Bid Order: 009

Number of subcontractors:
6

Total Contract Amount:
\$1,388,040.68

Total Subcontractor Amount Entered:
269639.608000

Total Subcontractor % of Contract Entered:
19.425915

Iowa Department of Transportation

Subcontract Request Form (Form 830231)

Contractor: SCHROEDER, JIM CONSTRUCTION, INC. County: DUBUQUE
Contractor VENDOR ID: SC320 Contract ID No.: 31-0321-041

Letting Date: 12-19-17 Bid Order: 009

This is to request that the following subcontractor be authorized to perform the work for the items listed below. It is clearly understood by both the prime contractor and the subcontractor that all terms of the prime contract shall apply. It is also clearly understood that the subcontractor is not a third-party beneficiary of the contract between the prime contractor and the DOT. When this subcontractor is being used to satisfy an established DBE goal, the actual amount to be paid to the DBE is indicated in Column "A". The authorization of the DOT is limited to the question of whether the subcontractor is a DBE and shall in no sense be construed as an endorsement of the DBE or an expression of opinion by the DOT on the subcontractor's ability to comply with the contract.

Subcontractor: SAFETY EQUIPMENT LEASING CO. Subcontractor Vendor ID: SE090

Address: 15 SOUTH MAIN ST Division of Labor Registration: Y
DUBUQUE, IA SE090 Telephone No.: (563)556-2434

The following conditions apply if this is a Federal Aid Contract:
1. The prime contractor is responsible for compliance by the subcontractor with Required Contract Provisions for Federal Aid Contracts, Form FHWA-1273, dated as per contract, relative to projects financed under the Federal Highway Act relative to wages and payrolls, and all terms of the prime contract applicable to the work performed by the subcontractors. The subcontract agreement shall be in writing and a copy of FHWA-1273 shall be attached.
2. The prime contractor is responsible for checking and submitting subcontractor's payrolls at the same time the prime contractor's payrolls are submitted when payment of predetermined wages is required.
3. I do hereby certify that in requesting authorization to sublet a portion of this project we have taken affirmative action to seek out and consider disadvantaged business enterprises as potential subcontractors and/or material suppliers.

Line No.	Item Description	Quantity	Unit Price	"A"	\$ Amount	Partial Item
0270	TRAFFIC CONTROL	1.000	\$1,400.000	\$0.00000	\$1,400.00	N

Iowa Department of Transportation
Subcontract Request Form (Form 830231)

Signature (Prime Contractor)	Totals:	\$0.00 (a)	\$1,400.00

Contract Amount (b)	Pct. Sublet (a/b)*100
-----	-----
\$1,388,040.68	0.10086
-----	-----

Article 1108.01 of the Standard Specifications requires the contractor to submit "Subcontract Request Form" to the Office of Contracts with the signed contract. Any additional subcontractor requests or changes after the contract has been signed should be submitted to the Project Engineer using the .con file produced from the SiteXchange software.

Contractor: SCHROEDER, JIM CONSTRUCTION, INC. County: DUBUQUE
Contractor VENDOR ID: SC320 Contract ID No.: 31-0321-041

Letting Date: 12-19-17

Bid Order: 009

This is to request that the following subcontractor be authorized to perform the work for the items listed below. It is clearly understood by both the prime contractor and the subcontractor that all terms of the prime contract shall apply. It is also clearly understood that the subcontractor is not a third-party beneficiary of the contract between the prime contractor and the DOT. When this subcontractor is being used to satisfy an established DBE goal, the actual amount to be paid to the DBE is indicated in Column "A". The authorization of the DOT is limited to the question of whether the subcontractor is a DBE and shall in no sense be construed as an endorsement of the DBE or an expression of opinion by the DOT on the subcontractor's ability to comply with the contract.

Subcontractor: DORMARK CONSTRUCTION CO. Subcontractor Vendor ID: D0140

Address: 3310 SW BROOKSIDE D Division of Labor Registration: Y
P.O. BOX 530
GRIMES, IA D0140 Telephone No.: (515)986-4270

The following conditions apply if this is a Federal Aid Contract:

1. The prime contractor is responsible for compliance by the subcontractor with Required Contract Provisions for Federal Aid Contracts, Form FHWA-1273, dated as per contract, relative to projects financed under the Federal Highway Act relative to wages and payrolls, and all terms of the prime contract applicable to the work performed by the subcontractors. The subcontract agreement shall be in writing and a copy of FHWA-1273 shall be attached.
2. The prime contractor is responsible for checking and submitting subcontractor's payrolls at the same time the prime contractor's payrolls are submitted when payment of predetermined wages is required.
3. I do hereby certify that in requesting authorization to sublet a portion of this project we have taken affirmative action to seek out and consider disadvantaged business enterprises as potential subcontractors and/or material suppliers.

Line No.	Item Description	Quantity	Unit Price	"A"	\$ Amount	Partial Item
0130	CONC BARRIER RAIL	586.000	\$56.54000	\$33,132.44	\$33,132.44	Y

Signature (Prime Contractor) Totals: \$33,132.44 (a) \$33,132.44

Contract Amount (b)	Pct. Sublet (a/b)*100
\$1,388,040.68	2.38699

Article 1108.01 of the Standard Specifications requires the contractor to submit "Subcontract Request Form" to the Office of Contracts with the signed contract. Any additional subcontractor requests or changes after the contract has been signed should be submitted to the Project Engineer using the .con file produced from the SiteXchange software.

Contractor: SCHROEDER, JIM CONSTRUCTION, INC.

County: DUBUQUE

Contractor VENDOR ID: SC320

Contract ID No.: 31-0321-041

Letting Date: 12-19-17

Bid Order: 009

This is to request that the following subcontractor be authorized to perform the work for the items listed below. It is clearly understood by both the prime contractor and the subcontractor that all terms of the prime contract shall apply. It is also clearly understood that the subcontractor is not a third-party beneficiary of the contract between the prime contractor and the DOT. When this subcontractor is being used to satisfy an established DBE goal, the actual amount to be paid to the DBE is indicated in Column "A". The authorization of the DOT is limited to the question of whether the subcontractor is a DBE and shall in no sense be construed as an endorsement of the DBE or an expression of opinion by the DOT on the subcontractor's ability to comply with the contract.

Subcontractor: GREAT PLAINS SURVEY, INC.

Subcontractor Vendor ID: GR128

Address: 407 SYCAMORE ST.

Division of Labor Registration: Y

LA PORTE CITY, IA GR128

Telephone No.: (319)342-4774

The following conditions apply if this is a Federal Aid Contract:

1. The prime contractor is responsible for compliance by the subcontractor with Required Contract Provisions for Federal Aid Contracts, Form FHWA-1273, dated as per contract, relative to projects financed under the Federal Highway Act relative to wages and payrolls, and all terms of the prime contract applicable to the work performed by the subcontractors. The subcontract agreement shall be in writing and a copy of FHWA-1273 shall be attached.
2. The prime contractor is responsible for checking and submitting subcontractor's payrolls at the same time the prime contractor's payrolls are submitted when payment of predetermined wages is required.
3. I do hereby certify that in requesting authorization to sublet a portion of this project we have taken affirmative action to seek out and consider disadvantaged business enterprises as potential subcontractors and/or material suppliers.

Line No.	Item Description	Quantity	Unit Price	"A"	\$ Amount	Partial Item
0200	CONSTRUCTION SURVEY	1.000	\$10,000.00	\$0.00000	\$10,000.00	N
Signature (Prime Contractor)		Totals:		\$0.00 (a)	\$10,000.00	
Contract Amount (b)						Pct. Sublet (a/b)*100
\$1,388,040.68						0.72044

Article 1108.01 of the Standard Specifications requires the contractor to submit "Subcontract Request Form" to the Office of Contracts with the signed contract. Any additional subcontractor requests or changes after the contract has been signed should be submitted to the Project Engineer using the .con file produced from the SiteXchange software.

Contractor: SCHROEDER, JIM CONSTRUCTION, INC. County: DUBUQUE
 Contractor VENDOR ID: SC320 Contract ID No.: 31-0321-041

Letting Date: 12-19-17

Bid Order: 009

This is to request that the following subcontractor be authorized to perform the work for the items listed below. It is clearly understood by both the prime contractor and the subcontractor that all terms of the prime contract shall apply. It is also clearly understood that the subcontractor is not a third-party beneficiary of the contract between the prime contractor and the DOT. When this subcontractor is being used to satisfy an established DBE goal, the actual amount to be paid to the DBE is indicated in Column "A". The authorization of the DOT is limited to the question of whether the subcontractor is a DBE and shall in no sense be construed as an endorsement of the DBE or an expression of opinion by the DOT on the subcontractor's ability to comply with the contract.

Subcontractor: TSCHIGGFRIE EXCAVATING CO. Subcontractor Vendor ID: TS020

Address: 425 JULIEN DUBUQUE Division of Labor Registration: Y

DUBUQUE, IA TS020

Telephone No.: (563)557-7450

The following conditions apply if this is a Federal Aid Contract:

1. The prime contractor is responsible for compliance by the subcontractor with Required Contract Provisions for Federal Aid Contracts, Form FHWA-1273, dated as per contract, relative to projects financed under the Federal Highway Act relative to wages and payrolls, and all terms of the prime contract applicable to the work performed by the subcontractors. The subcontract agreement shall be in writing and a copy of FHWA-1273 shall be attached.
2. The prime contractor is responsible for checking and submitting subcontractor's payrolls at the same time the prime contractor's payrolls are submitted when payment of predetermined wages is required.
3. I do hereby certify that in requesting authorization to sublet a portion of this project we have taken affirmative action to seek out and consider disadvantaged business enterprises as potential subcontractors and/or material suppliers.

Line No.	Item Description	Quantity	Unit Price	"A"	\$ Amount	Partial Item
0010	EXCAVATION	3,893.00	\$7.85000	\$0.00000	\$30,560.05	N
0160	BRIDGE WING ARMORING	32.000	\$75.00000	\$0.00000	\$2,400.00	N
0170	ENGINEER FABRIC	1,900.00	\$3.00000	\$0.00000	\$5,700.00	N
0180	REVETMENT	1,315.00	\$28.00000	\$0.00000	\$36,820.00	N
0190	EROSION STONE	71.000	\$24.50000	\$0.00000	\$1,739.50	N
0210	MOBILIZATION	1.000	\$5,000.000	\$0.00000	\$5,000.00	Y
0230	PAVED SHLD	25.000	\$87.80000	\$0.00000	\$2,195.00	N
0240	SHLD CONSTRUCTION	2.300	\$129.00000	\$0.00000	\$296.70	N
0250	BRIDGE APPROACH	477.200	\$175.00000	\$0.00000	\$83,510.00	N
0260	BRIDGE END DRAIN	1.000	\$3,900.000	\$0.00000	\$3,900.00	N
0350	ROCK CHECK DAM	40.000	\$40.00000	\$0.00000	\$1,600.00	N
0360	MAINT OF ROCK CHECK	12.000	\$250.00000	\$0.00000	\$3,000.00	N
0370	RMVL OF ROCK CHECK D	4.000	\$400.00000	\$0.00000	\$1,600.00	N

Contractor: SCHROEDER, JIM CONSTRUCTION, INC. County: DUBUQUE
Contractor VENDOR ID: SC320 Contract ID No.: 31-0321-041

Letting Date: 12-19-17

Bid Order: 009

This is to request that the following subcontractor be authorized to perform the work for the items listed below. It is clearly understood by both the prime contractor and the subcontractor that all terms of the prime contract shall apply. It is also clearly understood that the subcontractor is not a third-party beneficiary of the contract between the prime contractor and the DOT. When this subcontractor is being used to satisfy an established DBE goal, the actual amount to be paid to the DBE is indicated in Column "A". The authorization of the DOT is limited to the question of whether the subcontractor is a DBE and shall in no sense be construed as an endorsement of the DBE or an expression of opinion by the DOT on the subcontractor's ability to comply with the contract.

Subcontractor: THURN SEEDING, LLC

Subcontractor Vendor ID: TH329

Address: 16978 ASBURY ROAD

Division of Labor Registration: Y

DUBUQUE, IA TH329

Telephone No.: (563)584-0546

The following conditions apply if this is a Federal Aid Contract:

1. The prime contractor is responsible for compliance by the subcontractor with Required Contract Provisions for Federal Aid Contracts, Form FHWA-1273, dated as per contract, relative to projects financed under the Federal Highway Act relative to wages and payrolls, and all terms of the prime contract applicable to the work performed by the subcontractors. The subcontract agreement shall be in writing and a copy of FHWA-1273 shall be attached.
2. The prime contractor is responsible for checking and submitting subcontractor's payrolls at the same time the prime contractor's payrolls are submitted when payment of predetermined wages is required.
3. I do hereby certify that in requesting authorization to sublet a portion of this project we have taken affirmative action to seek out and consider disadvantaged business enterprises as potential subcontractors and/or material suppliers.

Line No.	Item Description	Quantity	Unit Price	"A"	\$ Amount	Partial Item
0280	MULCH	1.200	\$1,800.0000	\$0.00000	\$2,160.00	N
0290	SEED+FERTILIZE (RURA	1.200	\$300.00000	\$0.00000	\$360.00	N
0300	STABILIZE CROP - SEE	1.200	\$300.00000	\$0.00000	\$360.00	N
0310	TURF REINFORCEMENT M	71.000	\$60.00000	\$0.00000	\$4,260.00	N
0320	SILT FENCE	750.000	\$2.00000	\$0.00000	\$1,500.00	N
0330	RMVL OF SILT FENCE/S	750.000	\$0.01000	\$0.00000	\$7.50	N
0340	MAINT OF SILT FENC/S	75.000	\$3.00000	\$0.00000	\$225.00	N
0380	PERIMETER+SLOPE SEDI	1,080.00	\$0.50000	\$0.00000	\$540.00	N
0390	RMVL OF PERIMETER+SL	1,080.00	\$0.01000	\$0.00000	\$10.80	N
0400	MOBILIZATION	1.000	\$500.00000	\$0.00000	\$500.00	N
0410	MOBILIZATION	1.000	\$1,000.000	\$0.00000	\$1,000.00	N
0420	ROADSIDE SPRAY - WEE	1.200	\$10.00000	\$0.00000	\$12.00	N

Iowa Department of Transportation
Subcontract Request Form (Form 830231)

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Signature (Prime Contractor)	Totals:	\$0.00 (a)	\$10,935.30

Contract Amount (b)			Pct. Sublet (a/b)*100

\$1,388,040.68			0.78782

Article 1108.01 of the Standard Specifications requires the contractor to submit "Subcontract Request Form" to the Office of Contracts with the signed contract. Any additional subcontractor requests or changes after the contract has been signed should be submitted to the Project Engineer using the .con file produced from the SiteXchange software.

Contractor: SCHROEDER, JIM CONSTRUCTION, INC. County: DUBUQUE
Contractor VENDOR ID: SC320 Contract ID No.: 31-0321-041

Letting Date: 12-19-17

Bid Order: 009

This is to request that the following subcontractor be authorized to perform the work for the items listed below. It is clearly understood by both the prime contractor and the subcontractor that all terms of the prime contract shall apply. It is also clearly understood that the subcontractor is not a third-party beneficiary of the contract between the prime contractor and the DOT. When this subcontractor is being used to satisfy an established DBE goal, the actual amount to be paid to the DBE is indicated in Column "A". The authorization of the DOT is limited to the question of whether the subcontractor is a DBE and shall in no sense be construed as an endorsement of the DBE or an expression of opinion by the DOT on the subcontractor's ability to comply with the contract.

Subcontractor: MID STATES REBAR AND SUPPLY Subcontractor Vendor ID: MI188

Address: 3221 73RD ST.

Division of Labor Registration: Y

ATKINS, IA MI188

Telephone No.: (319)364-6474

The following conditions apply if this is a Federal Aid Contract:

1. The prime contractor is responsible for compliance by the subcontractor with Required Contract Provisions for Federal Aid Contracts, Form FHWA-1273, dated as per contract, relative to projects financed under the Federal Highway Act relative to wages and payrolls, and all terms of the prime contract applicable to the work performed by the subcontractors. The subcontract agreement shall be in writing and a copy of FHWA-1273 shall be attached.
2. The prime contractor is responsible for checking and submitting subcontractor's payrolls at the same time the prime contractor's payrolls are submitted when payment of predetermined wages is required.
3. I do hereby certify that in requesting authorization to sublet a portion of this project we have taken affirmative action to seek out and consider disadvantaged business enterprises as potential subcontractors and/or material suppliers.

Line No.	Item Description	Quantity	Unit Price	"A"	\$ Amount	Partial Item
0080	REINFORC STEEL	82,132.0	\$0.43650	\$35,850.62	\$35,850.62	Y
Signature (Prime Contractor)			Totals:	\$35,850.62 (a)	\$35,850.62	
Contract Amount (b)						Pct. Sublet (a/b)*100
\$1,388,040.68						2.58282

Article 1108.01 of the Standard Specifications requires the contractor to submit "Subcontract Request Form" to the Office of Contracts with the signed contract. Any additional subcontractor requests or changes after the contract has been signed should be submitted to the Project Engineer using the .con file produced from the SiteXchange software.

See Chapter 2 of the Construction Manual and IM 6.000, Attachment D

Section 2.25 SUBCONTRACTS, Subcontractor – Disadvantaged Business Enterprise (DBE)

A. Contract Award page 2-37

B. Subcontract Requests page 2-37 to 2-39

1. Temporary Employees and Leased Equipment page 2-37 to 2-38

2. Commercially Useful Function page 2-38 to 2-39

December 19, 2017 Letting -- DBE Commitments

Bid Order: 003			
Prime Contractor	County: BREMER	Contract ID: 09-C009-075	
IOWA BRIDGE & CULVERT, L.C.	DUFFIELD, ANNE CONSTR., INC.	79,268.62	Contract Work Items
PETERSON CONTRACTORS INC.	DORMARK CONSTRUCTION CO.	26,000.00	Furnish and place deck reinforcing
TAYLOR CONSTRUCTION, INC.	TAYLOR CONSTRUCTION, INC.	157,174.20	Item 10 Epoxy Steel
Bid Order: 005	County: BUENA VISTA	Contract ID: 11-0032-065	
Prime Contractor	DBE Contractor	Commitment \$Amt	Contract Work Items
CHRISTENSEN BROS., INC.	DORMARK CONSTRUCTION CO.	60,000.00	Supply and Place EPC reinforcing Steel;
GODBERSEN-SMITH CONSTRUCTION C	DORMARK CONSTRUCTION CO.	72,000.00	Furnish & Place Epoxy Coated & Stainless Deck Reinforcing
GRAVES CONSTRUCTION CO., INC.	DORMARK CONSTRUCTION CO.	83,043.95	epoxy reinforcing steel
Bid Order: 009	County: DUBUQUE	Contract ID: 31-0321-041	
Prime Contractor	DBE Contractor	Commitment \$Amt	Contract Work Items
CRAMER AND ASSOC., INC.	DUFFIELD, ANNE CONSTR., INC.	54,000.00	FURNISH AND INSTALL REBAR EPOXY AND STAINLESS
CRAMER AND ASSOC., INC.	MID STATES REBAR AND SUPPLY LL	10,000.00	FURNISH REBAR BLACK
GENERAL CONSTRUCTORS OF THE QU	DORMARK CONSTRUCTION CO.	33,132.44	130 Partial
GENERAL CONSTRUCTORS OF THE QU	DUFFIELD, ANNE CONSTR., INC.	54,028.36	80, 90
GENERAL CONSTRUCTORS OF THE QU	MID STATES REBAR AND SUPPLY LL	25,809.22	70
GENERAL CONSTRUCTORS OF THE QU	MID STATES REBAR AND SUPPLY LL	495.36	90
GODBERSEN-SMITH CONSTRUCTION C	DORMARK CONSTRUCTION CO.	75,000.00	Furnish and tiel deck steel
IOWA BRIDGE & CULVERT, L.C.	DUFFIELD, ANNE CONSTR., INC.	54,028.95	Item 80 - Furnish and Install Deck/Barrier Reinforcing 64671
IOWA BRIDGE & CULVERT, L.C.	MID STATES REBAR AND SUPPLY LL	12,499.46	Item 70 - Furnish Only 34025LB
LUNDA CONSTRUCTION CO.	DORMARK CONSTRUCTION CO.	28,000.00	Slip Form Barrier
LUNDA CONSTRUCTION CO.	MID STATES REBAR AND SUPPLY LL	44,500.00	Supply Rebar
SCHROEDER, JIM CONSTRUCTION, I	DORMARK CONSTRUCTION CO.	33,132.44	Slip Form standard section of concrete barrier rail and hand
SCHROEDER, JIM CONSTRUCTION, I	MID STATES REBAR AND SUPPLY LL	34,850.62	Furnish epoxy coated reinforcing steel.
TAYLOR CONSTRUCTION, INC.	TAYLOR CONSTRUCTION, INC.	549,147.60	
UNITED CONTRACTORS INC. AND SU	DUFFIELD, ANNE CONSTR., INC.	54,000.00	F&I Part Items 80 and 90
UNITED CONTRACTORS INC. AND SU	MID STATES REBAR AND SUPPLY LL	10,000.00	Furnish Rebar Part Items 70,80,90
Bid Order: 010	County: DUBUQUE	Contract ID: 31-0321-042	
Prime Contractor	DBE Contractor	Commitment \$Amt	Contract Work Items
CRAMER AND ASSOC., INC.	TAYLOR CONSTRUCTION, INC.	560,000.00	BRIDGE CONSTRUCTION
GODBERSEN-SMITH CONSTRUCTION C	DORMARK CONSTRUCTION CO.	600,000.00	Furnish and tie epoxy deck steel
KRAEMER NORTH AMERICA, LLC	MID STATES REBAR AND SUPPLY LL	580,000.00	Supply Rebar
LUNDA CONSTRUCTION CO.	MID STATES REBAR AND SUPPLY LL	575,000.00	SUPPLY REINFORCING STEEL
PETERSON CONTRACTORS & TAYLOR	TAYLOR CONSTRUCTION, INC.	591,796.00	Bridge Items (211) (237)
UNITED CONTRACTORS INC. AND SU	TAYLOR CONSTRUCTION, INC.	805,639.50	(237) Bridge - Items 1090-1270, 1290, 1300
Bid Order: 011	County: HUMBOLDT	Contract ID: 46-0033-047	
Prime Contractor	DBE Contractor	Commitment \$Amt	Contract Work Items
CRAMER AND ASSOC., INC.	DORMARK CONSTRUCTION CO.	37,500.00	concrete rail
CRAMER AND ASSOC., INC.	IRON WORKS REBAR, INC.	30,000.00	install epoxy rebar deck
CRAMER AND ASSOC., INC.	MID STATES REBAR AND SUPPLY LL	30,000.00	epoxy rebar
DIXON CONSTR. CO.	IRON WORKS REBAR, INC.	127,246.61	ITEM NO.0060:REINFORCING STEEL(SUPPLY & TIE PIER RE-STEEL)
GODBERSEN-SMITH CONSTRUCTION C	DORMARK CONSTRUCTION CO.	110,000.00	Furnish and tie deck steel
IOWA BRIDGE & CULVERT, L.C.	DUFFIELD, ANNE CONSTR., INC.	108,555.35	Furnish and place epoxy reinforcing steel

DAVIS-BACON WAGES

Davis-Bacon Act

Named for its sponsors, Senator Davis of Pennsylvania and Representative Bacon of New York, the Davis-Bacon Act was enacted in 1931. It was a product of the Depression, in which labor surpluses made it possible for contractors from outside the community transporting their own low-wage labor to win competitively bid federal construction projects away from local firms and workers by undercutting local labor rates. Because federal law required acceptance of the lowest responsible bid, and material costs were relatively fixed, competition focused on wages and had the effect of depressing them. This situation was made more critical in the 1930's since the only construction being done in many areas was that contracted by the federal government.

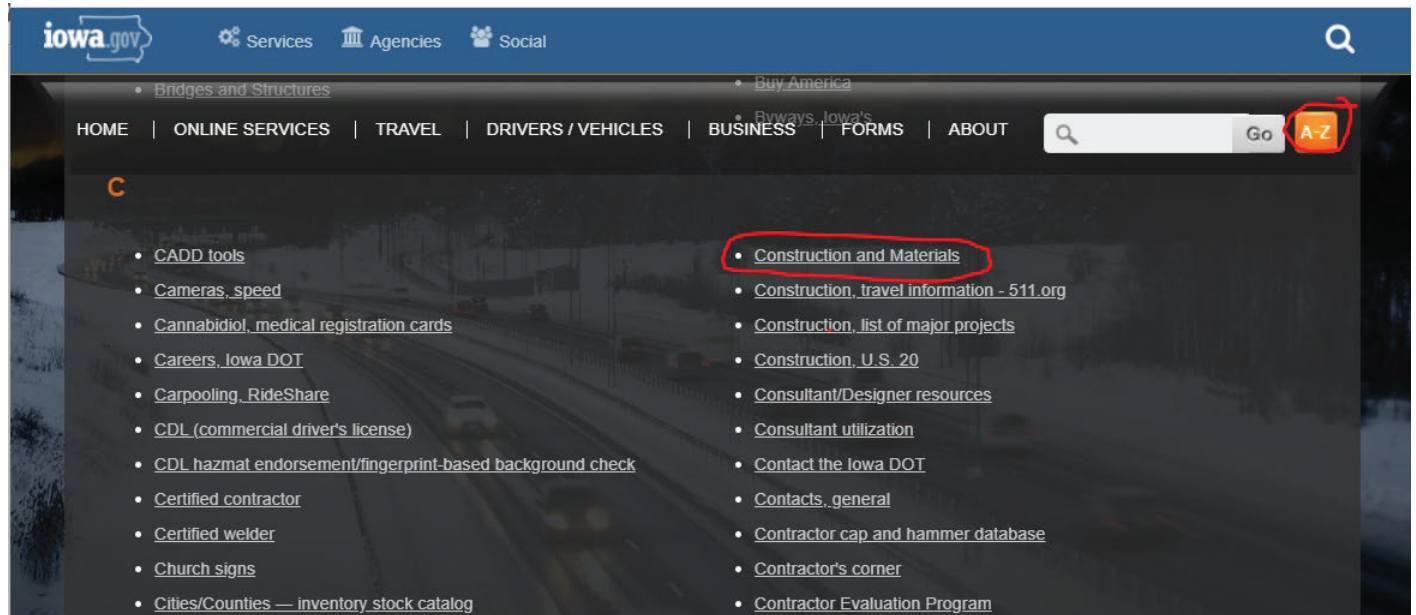
By requiring every bidder to pay the “prevailing wage” for similar work, Congress hoped to eliminate wage competition on federal work, and to reduce distortion of local wage rates caused by federal project.

See Chapter 2 of the Construction Manual and IM 6.000, Attachment D, Section 2.24 DAVIS-BACON WAGE REQUIREMENTS, Project Engineer's Involvement,

A. Field Procedure

To get a copy of the Wage Rate that applies for your contract, go the Office of Construction and Materials website. You can access this by doing a A-Z search on the Iowa Department of Transportation main website: at the following location:

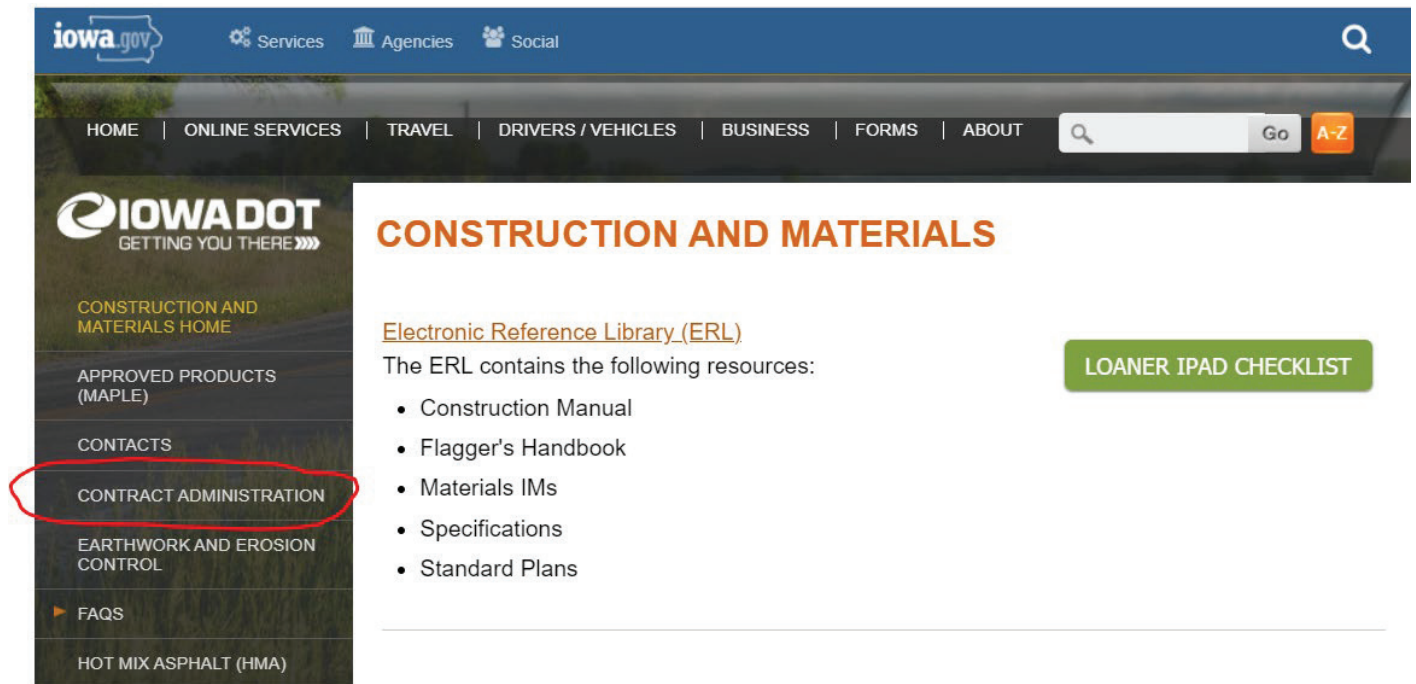
<https://www.iowadot.gov>



Or, you can go directly to the Office of Construction and Materials webpage here:

https://www.iowadot.gov/Construction_Materials

Click on the **CONTRACT ADMINISTRATION** selection on the left side of the page



Click on the middle tab labeled [DAVIS-BACON INFORMATION](#).

Scroll down on that page until you see the heading **WAGE RATE DECISIONS**.

Click on the link labeled <https://www.bidx.com/ia/lettings>.

The screenshot shows the Iowa DOT website. On the left is a navigation menu with items like 'CONSTRUCTION AND MATERIALS HOME', 'APPROVED PRODUCTS (MAPLE)', 'CONTACTS', 'CONTRACT ADMINISTRATION', 'EARTHWORK AND EROSION CONTROL', 'FAQS', 'HOT MIX ASPHALT (HMA)', 'INDEPENDENT ASSURANCE PROGRAM', 'ON TOOLS & CES', and 'MATERIALS FORMS'. The 'CONTRACT ADMINISTRATION' item is highlighted. The main content area is titled 'CONSTRUCTION AND MATERIALS' and 'CONTRACT ADMINISTRATION'. It has three tabs: 'GENERAL INFORMATION', 'DAVIS-BACON INFORMATION' (which is circled in red), and 'EXTERNAL LINKS'. Under the 'DAVIS-BACON INFORMATION' tab, there is a list of links with checkboxes: 'Wage rate zones color map', 'Wage rate zones black and white map', 'Prevailing wage notification program', 'US DOL field operations handbook', 'US DOL prevailing wage resource book', and 'FHWA Davis-Bacon information'. Below this list, the heading 'WAGE RATE DECISIONS' is circled in red. At the bottom of this section, it says 'For wage rate decisions go to <https://www.bidx.com/ia/lettings> and select the date in which your

The link will take you to the Bid Express website. Click on the [Lettings](#) tab and scroll down on the page to find your letting. Click on the date that matches the date your project was let, in this case [December 19, 2017](#).

The screenshot shows the Bid Express website. At the top, there is a navigation bar with 'IADOT', 'Lettings' (circled in red), 'Search', 'Advantage', and 'Bid Tab Analysis'. To the right, it says 'February 04, 2021 12:47 PM CST'. Below the navigation bar is a green banner with 'Iowa Department of Transportation' and a dropdown arrow. Below the banner is a green bar with 'List of Lettings' and 'Contact Bid Express'. At the bottom right, there is a link for 'Terms of Use'.

List of Lettings

<input type="checkbox"/> 2021		
<input type="checkbox"/> 2020		
<input type="checkbox"/> 2019		
<input type="checkbox"/> 2018		
<input checked="" type="checkbox"/> 2017		
Letting Date ▼	Letting ID	Proposals
December 19, 2017	17/12/19	70
November 21, 2017	17/11/21	53

On the right side of the page scroll down to the [Downloads](#) section. Under Downloads, scroll down and click on the heading [Iowa State Wage Rates](#).

◀ **Letting of December 19, 2017** ▶

Letting ID: 17/12/19

Cut-Off Time: 10:00:59 AM CST

Proposal	Call Order	▲ Project ID	Items	Amendments	Counties
01-0253-029	001	171219 S1	70	2	ADAIR
171219 001 KAM					
01-0253-030	002	171219 S1	73	3	ADAIR
171219 002 KAM					
09-C009-075	003	171219 S1	36	0	BREMER
171219 009 KAM					
11-0032-063	004	171219 S3	54	0	BUENA VISTA
171219 011 KAM					
11-0032-065	005	171219 S1	60	2	BUENA VISTA
171219 012 KAM					
13-C013-095	006	171219 S2	36	0	CALHOUN
171219 014/015 TMC					
15-0062-041	007	171219 S1	48	2	CASS
171219 016 KAM					
16-0807-111	008	171219 S2	35	1	CEDAR
171219 018 TMC					
31-0321-041	009	171219 S1	42	1	DUBUQUE
171219 031 TMC					

The letting has ended.

Also Available

[Apparent Bid Bids](#)
[Bid Summary](#)
[Plan Holders / Eligible Bidders](#)
[Questions and Answers](#)
[Bid Item Master File](#)
[DOT Electronic Plans and Proposals](#)

Downloads

Bid files are required for internet bidding.

[Annual Bid Bonds](#)
[Annual Bid Bonds.pdf](#)
[Awarded Contract Unit Prices - ENGLISH](#)
[201701-201712_SumAwdE.txt](#)
[Award Summary](#)
[19dec2017awd.pdf](#)
[Corrected Bids As Read](#)
[Corrected As Read.pdf](#)
[DBE.BIN](#)
[19decdb.bin](#)
[DBE Commitments](#)
[171219_DBE_Commitments.pdf](#)
[Iowa State wage Rates](#)
[PREDETERMIN...E IA17-97.0.pdf](#)

PREDETERMINED WAGE RATE**IA17 - 97.0**

General Decision Number: IA170097 01/06/2017 IA97

Superseded General Decision Number: IA20160097

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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	01/06/2017

SUIA2016-001 06/07/2016

CARPENTER AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	26.42	11.13
ZONE 2	24.33	11.13
ZONE 3	24.33	11.13
ZONE 4	23.65	8.95
ZONE 5	22.75	7.55

CONCRETE FINISHER:		
ZONE 1	24.50	7.10
ZONE 2	24.50	7.10
ZONE 3	24.50	7.10
ZONE 4	22.05	5.55
ZONE 5	20.45	6.10

ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)

ZONE 1, 2, AND 3	22.80	5.70
ZONE 4	21.50	5.70

IA170097 - 1

	PREDETERMINED WAGE RATE	IA17 - 97.0
ZONE 5	19.30	5.70
IRONWORKER: (SETTING OF STRUCTURAL STEEL)		
ZONE 1	29.00	8.55
ZONE 2	26.91	8.55
ZONE 3	26.61	8.85
ZONE 4	24.75	7.85
ZONE 5	22.90	7.40
LABORER:		
ZONE 1, 2, AND 3		
GROUP A	21.33	8.50
GROUP AA	23.71	8.50
GROUP B	19.48	8.50
GROUP C	16.40	8.50
ZONE 4		
GROUP A	19.00	7.95
GROUP B	17.68	7.95
GROUP C	14.80	7.95
ZONE 5		
GROUP A	19.50	6.50
GROUP B	17.00	6.50
GROUP C	16.15	6.50
POWER EQUIPMENT OPERATOR:		
ZONE 1		
GROUP A	29.40	13.30
GROUP B	27.85	13.30
GROUP C	25.35	13.30
GROUP D	25.35	13.30
ZONE 2		
GROUP A	28.70	13.30
GROUP B	27.10	13.30
GROUP C	24.55	13.30
GROUP D	24.55	13.30
ZONE 3		
GROUP A	27.50	19.55
GROUP B	25.70	19.55
GROUP C	24.70	19.55
GROUP D	24.70	19.55
ZONE 4		
GROUP A	28.35	9.35
GROUP B	27.21	9.35
GROUP C	25.13	9.35
GROUP D	25.13	9.35
ZONE 5		
GROUP A	24.67	7.60
GROUP B	23.63	7.60
GROUP C	21.90	7.60
GROUP D	20.90	7.60

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TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	21.50	10.30
ZONE 2	21.50	10.30
ZONE 3	21.50	10.30
ZONE 4	21.60	6.00
ZONE 5	19.65	6.00

ZONE DEFINITIONS

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

LABORER CLASSIFICATIONS - ALL ZONES

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

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

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

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behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

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

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

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

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

CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

TITLE VI

PUBLIC INVOLVEMENT

Subrecipients must provide an opportunity for public involvement and full access to the transportation decision-making process in each stage of the planning and development of a transportation project. It is essential that everyone be afforded an opportunity to understand and articulate their concerns with any project that affects them and their way of life.

FEDERAL-AID CONTRACT PROVISIONS

Subrecipients must include notifications in all solicitations for bids or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Subrecipient's contractor(s) may not discriminate in the selection and retention of any subcontractors.

Subrecipients, contractors and subcontractors may not discriminate in their employment practices in connection with highway construction projects or federal financially assisted projects.

DATA COLLECTION

Subrecipients must provide, when requested, statistical data (race, color, national origin) of participants and beneficiaries of their programs. Data includes, but is not limited to, public meetings, relocations, low income and limited-English proficient individuals served.

LIMITED-ENGLISH PROFICIENCY (LEP)

Subrecipients and contractors must take reasonable steps to provide meaningful access to LEP individuals. Among the factors to be considered in determining what constitutes reasonable steps to ensure meaningful access are the: (1) number or proportion of LEP persons in the eligible service population; (2) frequency with which LEP individuals come in contact with the program or activity; (3) importance of the service provided by the program; and (4) resources available to the recipient.

Disclaimer: This brochure is intended to be a guide for subrecipients. It is not intended to be all inclusive of Title VI and other nondiscrimination authorities or subrecipient responsibilities. Please contact the Iowa DOT's district office for technical assistance, additional information and other requirements.

District 1

1020 S. Fourth St., Ames 50010
515-239-1635 800-899-0623 Fax: 515-239-1472

District 2

1420 Fourth St. S.E., Mason City 50401-4438
641-423-7584 800-477-4368 Fax: 641-423-0246

District 3

2800 Gordon Dr., P.O. Box 987, Sioux City 51102-0987
712-276-1451 800-284-4368 Fax: 712-276-2822

District 4

2210 E. Seventh St., Atlantic 50022
712-243-3355 800-289-4368 Fax: 712-243-6788

District 5

307 W. Briggs, P.O. Box 587, Fairfield 52556-0587
641-472-4171 800-766-4368 Fax: 641-472-3622

District 6

430 16th Ave. S.W., Cedar Rapids 52404
319-364-0235 800-866-4368 Fax: 319-364-9614

Iowa Department of Transportation Office of Employee Services

civil rights section
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1921

This brochure is designed to help you understand your responsibilities under Title VI of the Civil Rights Act of 1964 as a subrecipient of federal funds.

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Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.



TITLE VI

subrecipient guide to implementing Title VI of the Civil Rights Act of 1964

WHO IS A PRIMARY RECIPIENT AND SUBRECIPIENT?

A primary recipient is an entity or person that directly receives federal financial assistance and/or manages a program or activity, which would subject them to Title VI compliance responsibilities. In this situation, the Iowa DOT is the primary recipient.

A subrecipient is an entity or person that indirectly receives federal financial assistance to implement a program or activity, which subjects them to Title VI compliance responsibilities. A subrecipient may include, but is not limited to, a city, county, metropolitan or regional planning organization, transit agency, college/university, contractor or subgrantee.

WHAT IS TITLE VI OF THE CIVIL RIGHTS ACT OF 1964?

Title VI of the Civil Rights Act of 1964 is a federal law that protects individuals, groups and organizations from discrimination on the basis of race, color or national origin in federally assisted programs and activities. Because other nondiscrimination authorities have expanded the scope and range of Title VI application and reach, reference to Title VI includes other provisions of federal statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving federal financial assistance. These related authorities include:

The Civil Rights Restoration Act of 1987 which further clarified the intent of Title VI to include all programs and activities of entities whether those programs and activities are federally funded or not.

Environmental Justice (EJ) (Executive Order 12898) addresses disproportionate adverse environmental, social and economic impacts that may exist in communities, specifically minority and low-income populations.

Limited-English proficiency (LEP) (Executive Order 13166) addresses access to services for persons whose primary language is not English and who have limited ability to read, write, speak or understand English.

The Uniform Relocation Act of 1970 (42 U.S.C. § 4601) prohibits unfair and inequitable treatment of persons displaced or whose property will be acquired as a result of federal financially assisted programs or activities.

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., 790) prohibits discrimination based on a handicap/disability.

The Federal-Aid Highway Act of 1973 (23 U.S.C., 324) prohibits discrimination based on sex (gender).

The Age Discrimination Act of 1975 (42 U.S.C., 6101) prohibits discrimination based on age.

ASSURANCE

The subrecipient must complete a statement assuring compliance with Title VI of the Civil Rights Act of 1964, and certain other associated regulations and statutes.

TITLE VI PROGRAM

Subrecipients of federal financial assistance may adapt or adopt the Iowa DOT's Title VI program, procedures or practices; or must have a Title VI program or signed assurance agreement, which, at a minimum, should contain the following elements.

Policy statement

The policy statement must indicate the subrecipient's commitment to assure nondiscrimination in its program and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or nonfederally funded program or activity administered by the subrecipient and/or its contractors. The policy statement must be signed by the head of the subrecipient's organization.

Title VI liaison

The subrecipient must designate a liaison for Title VI issues and complaints within the organization.

The liaison is the focal point for Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance from the Iowa DOT

Key responsibilities of the Title VI liaison include the following.

- Knowledge of Title VI and the complaint process
- Attend training on Title VI and other nondiscrimination authorities when offered by the Iowa DOT
- Disseminate Title VI information to the public and in languages other than English, when necessary
- Coordinate and execute Title VI educational and outreach activities
- Develop a process to collect information on race, gender and national origin of persons relocated, impacted citizens and affected communities to ensure low-income, minorities and other under-served groups are included and not disproportionately impacted
- Implement procedures for the prompt processing of Title VI discrimination complaints

COMPLAINT PROCEDURES

Subrecipients of federal financial assistance shall follow the Iowa DOT's procedure for processing discrimination complaints. Subrecipients shall accept all complaints of discrimination.

Complaints shall include:

- The complainant(s) name, address and phone number.
- A description of the incident that led the complainant to believe discrimination occurred.
- The basis of the complaint (i.e., race, color, national origin, sex, age, disability, income status or retaliation).
- The date(s) on which the alleged discrimination occurred.
- Name(s) and contact information of individuals who may have knowledge of the alleged discrimination.

All complaints shall be responded to, recorded and investigated. The records shall be maintained by the designated Title VI liaison.

* **Note: Subrecipients cannot investigate themselves.**