



CONTRACT ADMINISTRATION LEVEL II INSTRUCTION MANUAL 2023



**TECHNICAL TRAINING &
CERTIFICATION PROGRAM**

TABLE OF CONTENTS

CONTRACT ADMINISTRATION LEVEL II

TABLE OF CONTENTS

Table of Contents.....	i
Contact Information.....	1-1
Introduction.....	2-1
Class Evaluation (you will get email, please fill out, thanks)	2-6
Websites used in TTCP	2-7
Materials Acceptance Report (MAR).....	3-1
31-0321-041 Materials Acceptance Report for Class and Test	
Subcontracts.....	4-1
Subcontract Request Form 830231	4-9
1103.08 Disclosure of Subcontractor	4-19
1108.01 Subletting of Contract	4-20
CM 2.25 Subcontracts	4-21
Payment.....	5-1
1109.01 Measurement of Quantities	5-12
1109.02 Scope of Payment	5-13
1109.03 Payment for Work Performed	5-14
1109.04 Cancelled Work	5-16
1109.05 Partial Payments	5-17
CM 3.11 Measurement of Pay Quantities and Retention of Records	5-20
CM 2.50 Contractor Payments and Price Adjustments	5-21
Forms.....	6-1
Index to English Item Forms Current as of February 2022 Letting	
Bulletin Boards.....	7-1
1102.19 Equal Employment Opportunity and Affirmative Action	7-13
CM 2.22 Equal Employment Opportunity (EEO) Form 650171(02-22)	7-14
Davis Bacon Wage Requirements.....	8-1
Wage Rate Interviews	8-7
Certified Payrolls	8-15
Predetermined Wage Rate IA17-97.0	8-41
CM 2.24 Davis Bacon Wage Requirements	8-48
(DBE) Disadvantaged Business Enterprise	9-1
1102.17 Disadvantaged Business Enterprises	9-13
CM 2.25 Subcontracts	9-18
Fraud	10-1
Federal Code 1020 and Iowa Code 714.8	
Contract Period	11-1
1108.02 Prosecution of Work	11-19
1108.03 Limitations of Operations	11-21
CM 2.30 Construction Period	11-22
CM 2.31 Administration of the Contract Period	11-22
Working Day	11-23
Calendar Day	11-24
Controlling Item of Work	11-24

Special Considerations	11-26
CM 2.32 Notice to Proceed Form 830237	11-29
CM 2.33 Weekly Report of Working Days Form 830238	11-30
CM 2.34 Liquidated Damages & Extension of Contract Time	11-32
Contract Modification	12-1
1109.03 Payment for Work Performed	12-12
CM 2.36 Contract Modifications Form 830240	12-13
Noncomplying Work	13-1
1105.04 Conformity with and Coordination of the Contract Documents	13-13
CM 2.53 Price Adjustment Guide for Reasonably Close Conforming, Reasonably Acceptable, and Deficient Work	13-16
CM 2.54 Price Adjustment Contract Modification	13-25
Erosion Control	14-1
Specification 2602 Water Pollution Control (Soil Erosion)	14-41
Pollution Prevention Plan (PPP)	14-43
Traffic Control	15-1
2528.01 Description Traffic Quality Control	15-9
2528.03 Construction Flaggers and Pilot Cars	15-10
2528.04 Method of Measurement Flaggers and Pilot Cars	15-11
2528.05 Basis of Payment Flaggers and Pilot Cars	15-12
CM 5.23 Construction Work Zone Crash Reporting	15-14
CM 5.29 Flaggers & Pilot Cars	15-15
CM 5.40 Traffic Quality Control	15-16
Appendix	
Contract	A-1
FHWA - 1273 Required Contract Provisions Federal-Aid Construction Contracts....	A-12
Knowledge Check Materials Acceptance Report	A-25
Knowledge Check Subcontracts	A-26
Knowledge Check Payment	A-27
Knowledge Check Forms	A-29
Knowledge Check Bulletin Boards	A-31
Knowledge Check Davis Bacon Wages	A-32
Knowledge Check Wage Rate Interviews	A-34
Knowledge Check Certified Payrolls	A-35
Knowledge Check Disadvantages Business Enterprises (DBE)	A-37
Knowledge Check Fraud	A-39
Knowledge Check Contract Period	A-41
Knowledge Check Contract Modifications	A-44
Knowledge Check Noncomplying Work	A-46
Knowledge Check Erosion Control	A-48
Knowledge Check Traffic Control	A-50

CONTACT INFORMATION

IOWA DOT CONTACT INFORMATION

CONTACT PERSON	ADDRESS	PHONE #	FAX #
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Alex Crosgrove alex.crosgrove@iowadot.us	District 3 Materials 4621 US 75 North Sioux City, Iowa 51108	712-239-4713	712-239-4970
Mike Magers michael.magers@iowadot.us	District 4 Materials 2310 E. Seventh St. Atlantic, Iowa 50022	712-243-7649	712-243-5302
Ellen Davidson ellen.davidson@iowadot.us	District 5 Materials 205 E. 227th St. Fairfield, Iowa 52556	641-472-3103	641-469-3427
Tammy Siebert tammy.siebert@iowadot.us	District 6 Materials 5455 Kirkwood Blvd. SW Cedar Rapids, Iowa 52404	319-364-0235	319-730-1565
Wesley Musgrove	Construction & Materials Engineer	515-239-1843	515-239-1092
Ashley Buss	Bituminous Materials Engineer	515-233-7837	515-239-1092
Todd Hanson	PCC Materials Engineer	515-239-1226	515-239-1092
Mahbub Khoda	Prestressed Concrete Engineer	515-239-1649	515-239-1092
Elijah Gansen	PCC Field Engineer	515-239-1769	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
Mike Lauritsen	District 1 Materials Engineer	515-357-4350	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
Allen Karimpour	District 5 Materials Engineer	641-469-4040	641-469-3427
Shane Neuhaus	District 6 Materials Engineer	319-366-0446	319-730-1565

ORGANIZATIONS CONTACT INFORMATION

Asphalt Paving Association of Iowa
1606 Golden Aspen Drive Ste 102
Ames, IA 50010
Scott Dockstader 515-233-0015
www.apai.net

Iowa Concrete Paving Association
360 SE Delaware Ave.
Ankeny, Iowa 50021
Greg Mulder 515-963-0606
www.concretestate.org

Iowa Prestress Association
Dennis Drews 402-291-0733

Des Moines Area Community College (DMACC)
Boone Campus
1125 Hancock Drive
Boone, Iowa 50036

Kelli Bennett
Phone number: 515-433-5232
E-mail: kabennett@dmacc.edu

or

Renee White
Phone number: 515-433-5056
E-mail: crwhite@dmacc.edu

Iowa Limestone Producers Association
4438 114th St
Urbandale, IA 50322
Randy Olson 515-262-8668
www.limestone.org

Iowa Ready Mix Concrete Association
380 SE Delaware Ave.
Ankeny, Iowa 50021
Greg Mulder 515-965-4575
www.iowareadymix.org

DISTRICT 1

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

NAME	JOB RESPONSIBILITY	EMAIL ADDRESS	WORK PHONE	CELL PHONE
Michael Lauritsen	District Materials Engineer	Mike.Lauritsen@iowaDOT.us		515-357-4350
Vacant	Assistant Materials Engineer			
Shane Fетters	Materials Lead Technician/Audits	Shane.Fetters@iowaDOT.us		515-509-4240
Jeff Brinkman	Profilograph / Precast -Bondurant & M'twn / Aggregate (non-metro)	Jeff.Brinkman@iowaDOT.us		515-290-1375
Brian Burr	PCC Paving / Structures	Brian.Burr@iowaDOT.us	515-239-1028	515-290-6904
	HMA Field / Lab		515-239-1042	
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		515-357-1281
Vicky Rink	Grimes Lab / Metro Precast Inspector / Metro Area Aggr. Inspector / Metro Area Inspection	Victoria.Rink@iowaDOT.us	515-986-5473	515-250-2851
Ryan Jackson	Plant Inspector / Hardware Inspector / Agg. Inspector	Ryan.Jackson@iowaDOT.us		515-370-1359
	General D1 Materials	DOT.D1Materials@iowaDOT.us		
Kelli, Materials Lab @ DMACC, Boone	515-433-5232			
Grimes RCE (Residency 12)	515-261-9501			
Jefferson RCE (Residency 13)	515-386-0301			
Marshalltown RCE (Residency 15)	641-752-4657			

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 Gutzeit	Field HMA Technician	kathrine.gutzeit@iowadot.us	641-422-9430	641-430-2097	641-422-9463	Mon-Thurs 7:00 - 4:30 Fri 7:00-11:00
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
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

Main Office:

2800 Gordon Drive

P.O. Box 987

Sioux City, IA 51102-0987

Phone: 712-276-1451

Fax: 712-276-2822

NAME	POSITION	WORK PHONE	EXTENSION	CELL PHONE	JOB RESPONSIBILITY
Darwin Bishop	Construction Engineer	712-274-5826	35826		
Bill Dotzler	Materials Engineer	712-202-0806	30806	712-261-0731	Office Staff/ Final Project Acceptance/ Training Classes and Registration
Alex Crosgrove	Matis. Tech 5	712-202-0809	30809	712-539-1318	Lead Worker/ Office / Staff
Keith Oppold	Matis. Fab 2	712-202-0835	Temp		
Baron Hannah	Matis. Tech 4	712-202-0816	30835	712-539-2959	Steel Fabrication/ Shop Welders
Tom Dibble	Matis. Tech 4	712-202-0804	30816	712-539-1314	PCC Technician
Kie Ahrens	Matis. Tech 4	712-202-0813	30804	712-539-1312	HMA Technician
Anthony Willman	Matis. Tech 4	712-202-0815	30813	N/A	HMA Lab Chief
			30815	712-53 9-1315	Pavement Profiles/ Steel Fabrication/ Wood Suppliers/ Field Welders
Jared Abbott Storm Lake	Matis. Tech 4	712-732-1988	N/A		Precast / Area Inspection of Aggregates in the Following Counties: Osceola, Dickinson, Emmet, Obrien, Clay, Palo Alto, Cherokee, BV, Pocahontas
Tim Grell	Highway Tech Senior	712-202-0805	30805	712-539-1724	Ida, Sac, Calhoun, Crawford, Calhoun / Minnesota
Steve Lamoureux	Highway Tech Senior		30814	712-539-1742	Area Inspection of Aggregates in the Following Counties: Lyon, Sioux, Plymouth, Woodbury, Monona/ Nebraska - South Dakota
				N/A	HMA Lab Testing
Tim Smith	Highway Tech Senior	712-202-0801	30801	712-259-6967	Office/ Project Tracking /Audits
Mary Beth Banta	MMA	712-202-0802	30802	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
Daniel Redmond	Construction Engineer	Daniel.Redmond@iowadot.us	712-243-7628	
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 Schueter	Materials Lab Chief	Joel.Schueter@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
Chuck Elmquist	Area Inspector	Todd.Blum@iowadot.us	712-243-7654	712-250-0336
Amy Maes	Auditor	Bill.ihnen@iowadot.us	712-243-7630	712-250-0493
Todd Blum	Quality Assurance/Profilometer/Audits	Roy.Guyer@iowadot.us	712-243-7655	712-250-0220
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	
Brian Iles	Materials Technician 4	641-469-4042	319-931-4657
Joe Hovey	Materials Technician 4	641-469-4035	641-919-2253
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
	District Materials Engineer	641-469-4040	

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	
Shane Neuhaus	District Materials Engineer	shane.neuhaus@iowadot.us	319-366-0446	319-350-3221
Maziar Kazemian	Assistant Materials Engineer	maziar.kazemian@iowadot.us	319-366-0446	515-766-9713
Mary Godwin	Auditor	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
Sally Slaven	HMA Lab Chief	sally.slaven@iowadot.us	319-366-1614	515-290-9163
Christian Barko	PCC Technician	christian.barko@iowadot.us	319-366-0446	319-560-3877
Dave Schau	HMA Technician	david.schau@iowadot.us	319-366-0446	319-560-3846
Shane Garrity	Area Inspector	shane.garrity@iowadot.us	563-875-2659	563-920-5284
Mark Dutra	Materials Tech 5	mark.dutra@iowadot.us	319-366-0446	319-560-2783
Kirby Salisbury	Area Inspector	kirby.salisbury@iowadot.us	319-366-0446	319-560-3889
Joe Burns	PCC Assurance / Nuclear	joseph.burns@iowadot.us	319-366-0446	319-631-5732
Tammy Siebert	Secretary 1	tammy.siebert@iowadot.us	319-364-0235	

Summer Highway Techs

Vacant	Independent Assurance Sampling/Testing		319-366-0446	
Jay Schrock	Aggregate Inspector	jay.schrock@iowadot.us	319-366-0446	319-560-4428
Joseph Wadsworth	Aggregate Inspector	joseph.wadsworth@iowadot.us	563-391-5230	563-349-1946
District 6 Materials Fax	319-730-1565			
Davenport Lab Fax	563-823-4359			

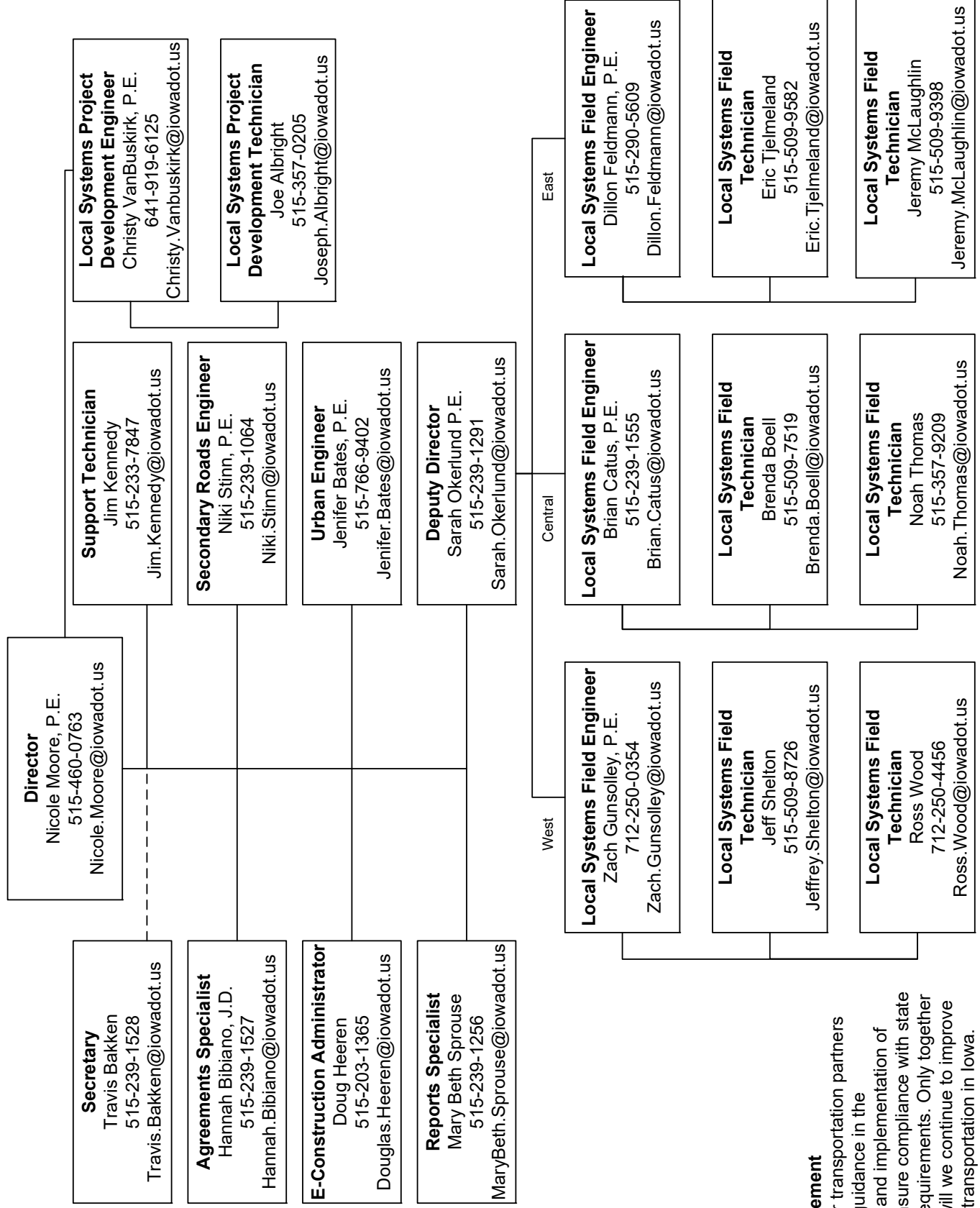
Counties of Inspection

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

Local Systems Bureau

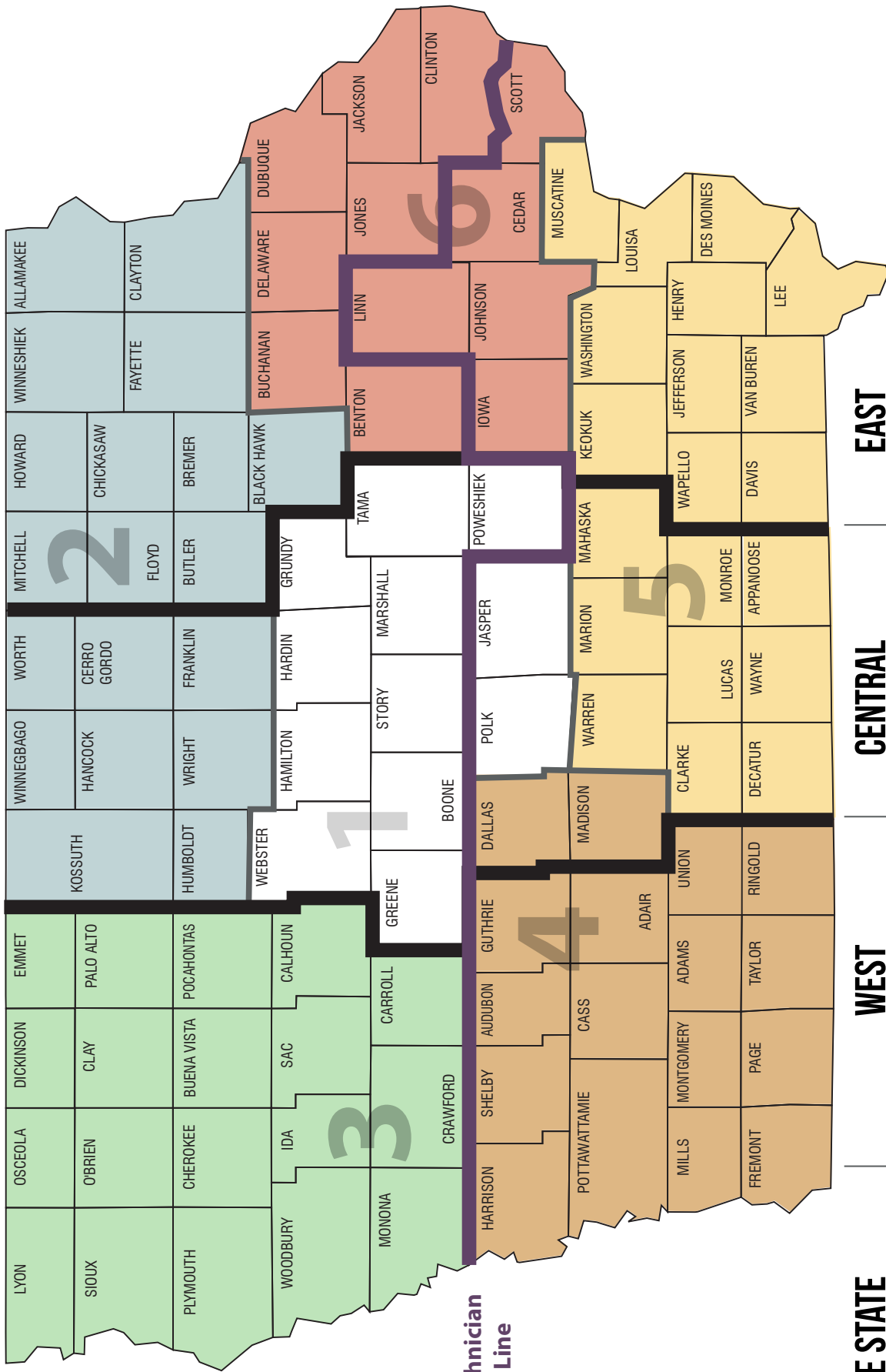
Organization Chart

September 19, 2022



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. Only together can we and will we continue to improve the quality of transportation in Iowa.



**Regional Technician
Boundary Line**

INTRODUCTION

Introduction

1

Housekeeping

- Introductions
 - Instructors
 - Students
- Schedule
- Test
- Iowa DOT function code
- Participation and experiences encouraged please omit specific names and organizations

2

Course Structure

- Based on project NHSX-032-1(41)--3H-31
- Focus on general Iowa DOT contract administration requirements
- Applicable to local agency projects following guidance in IM 6.000 Attachment D
 - https://iowadot.gov/local_systems/publications/im/imtoc.pdf
- Not intended to provide
 - Technical construction practices
 - Sampling and testing procedures
 - Instruction on using computer programs
- Starting point that must be coupled with on-the-job training and experience

3

Topics

- Materials acceptance report
- Subcontracts
- Payment
- Forms
- Bulletin boards
- Davis Bacon Wages
- Disadvantaged business enterprise
- Fraud
- Contract period
- Contract modifications
- Noncomplying work
- Erosion control
- Traffic control

4

Book

- Contact information for each district and Local Systems Bureau
- Topics covered with
 - PowerPoint slide shows
 - References to specification and Construction Manual (CM)
 - Summary of information in key points
 - Examples of forms, checks, situations
 - Knowledge checks
 - Pertinent specifications and CM sections
- Appendix
 - Supporting project information

5

Objectives

- Be able to access and read materials acceptance reports
- Understand proper use of subcontracts and how to access and modify subcontract information
- Be familiar with the types of items and how method of measurement and basis of payment are applied to them
- Understand rules related to cancelled work, partial payments, stockpiled materials, and prompt payment

6

Objectives

- Identify the different types of forms and be able to properly assign and use them for documenting contract items
- Know bulletin board requirements and how to inspect them and document inspections
- Be knowledgeable of when Davis Bacon wages are required and how they are applied
- Recognize when wage rate interviews are required and how to conduct and document them
- Be knowledgeable about certified payroll submittal and review processes and how to check them

7

Objectives

- Know the disadvantaged business enterprise program and what projects it applies to
- Understand commercially useful function requirements and how to check and document their compliance
- Be capable of identifying and reporting fraud and know the associated penalties
- Be familiar with types of contract periods and how to charge days, suspend work, and assess liquidated damages
- Recognize when contract modifications are needed and the role of the engineer and inspector in their use

8

Objectives

- Recognize how noncomplying work is handled, the role of the engineer and inspector, and how to write a noncompliance
- Be familiar with NPDES General Permit No. 2, training and inspection, and the pollution prevention plan (PPP) requirements
- Understand how to conduct and document weekly soil and erosion control inspections
- Know requirements related to traffic quality control and daily traffic control diaries including flagger and pilot car payment
- Be aware of how to properly notify and report severe personal injury and/or fatality crashes

9

Supplemental Training

- Level 1 Contract Administration – required certification
- Iowa Basic Plan Reading – online, suggested
- IM 204 – online, suggested
- MAPLE – online, suggested
- ESC Basics or ECT – certification, suggested
- Work Zone Safety Workshops – suggested
- Field inspection series – suggested, project type specific
- FieldBook/FieldManager or Appia, – group training

10

CLASS EVALUATIONS

Evaluations will now be completed outside of the classroom. They are available in IowaDOTU and can be found at this web address: <https://learning.iowadot.gov/>

Please login to the system and then scroll down to where you see the “My Task” line. Locate the class that you were enrolled in and completed. To the right of the class name, you will see an icon for the Evaluation. Click the Evaluation icon and it will open the evaluation for you to complete electronically.

Course	Start Datetime	Enrolled Date	Due Date	Certification Expiry Date
Aggregate Technician Certification - Enrollment Type: Elective(Self) Date and Time: 06/28/2021 09:00 AM - 06/28/2021 04:00 PM CST 06/29/2021 09:00 AM - 06/29/2021 04:00 PM CST 06/30/2021 09:00 AM - 06/30/2021 04:00 PM CST 07/01/2021 09:00 AM - 07/01/2021 04:00 PM CST Instructor(s): Instructor TBA Instructor TBA	6/28/2021	8/16/2021 7:25:42 AM		

Once you have completed the 11 questions on the evaluation, scroll to the top of the page and click the “Save” button. Thank you for completing this evaluation!

Evaluation

TTCF COURSE EVALUATION SHEET - Please complete evaluation and when finished, click the X in the upper right corner to close the evaluation.

Aggregate Technician Certification

Course Name: Aggregate Technician Certification Evaluation Date: 8/19/2021

#	Group	Question
1		LOCATION OF COURSE (DISTRICT OR CITY) COMMENTS
2		WHAT TYPE OF AGENCY DO YOU WORK FOR? a. DOT; b. County or City; c. Consultant; d. Contractor; e. Other; COMMENTS
3		Were the instructor(s) effective in helping you learn? COMMENTS

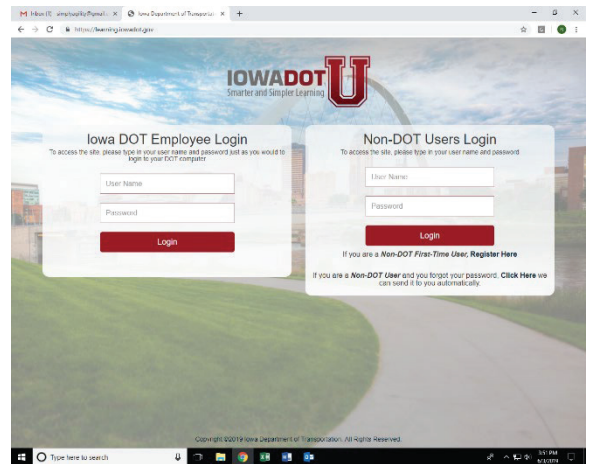
WEBSITES USED IN TTCP CLASSES

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

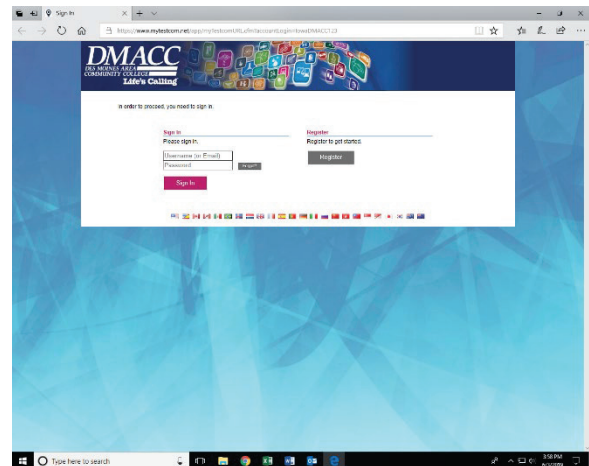
<https://learning.iowadot.gov/>

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.



MATERIALS ACCEPTANCE REPORT

Material Acceptance Report

1

Background

- Generated by Construction and Materials Bureau for every Iowa DOT project
- Distributed by District Materials Office into Doc Express pay items drawer
- Contact District Materials Office if not in Doc Express
- Specific for the items on the contract
- Provides material sampling and testing information for all materials associated with each item
- Summarizes information in IM 204 Appendices

2

Materials Acceptance Report

- Header on each page showing
 - Date generated
 - Project number
 - Contractor
- Each line item highlighted gray and listed with
 - Item code
 - Description
 - Quantity
- Material Description
 - Specification and IM
 - Sampling/testing frequency and responsibilities
 - Basis of acceptance
 - Comments
 - May not use all

IOWA DOT Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1 (41) --3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, I

Line No	Item	Description	Unit	Quantity
0010	2104-2710020	EXCAVATION, CL 10, CHANNEL	CY	3,893.000
0020	2402-2720000	EXCAVATION, CL 20	CY	407.000
0030	2402-2721000	EXCAVATION, CL 21	CY	284.000
0040	2402-2722000	EXCAVATION, CL 22	CY	140.000

Line No	Item	Description	Unit	Quantity
0050	2403-0100010	STRUCT CONC (BRIDGE)	CY	225.800

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PORTLAND CEMENT	4101	401	DME	Approved Source
			1/100,000 sy	Certification Document
			aving	Test Report by Central
			RCE	Lab
Comments:			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
WATER FOR CONCRETE AND MORTAR	4102		DME	Test Report by Central
			1-Quart per	Lab
			source	
			RCE	
Comments:			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMITTURES, AIR ENTRAINING	4103.01A	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMITTURES, NORMAL WATER REDUCING	4103.01B	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:			CONTRACTOR	

3

Item 0010 thru 0040 - Excavation

- Article 2104 and 2402
- No material documentation required for these items

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1 (41) --3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, I

Line No	Item	Description	Unit	Quantity
0010	2104-2710020	EXCAVATION, CL 10, CHANNEL	CY	3,893.000
Line No	Item	Description	Unit	Quantity
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Line No	Item	Description	Unit	Quantity
0030	2402-2721000	EXCAVATION, CL 21	CY	284.000
Line No	Item	Description	Unit	Quantity
0040	2402-2722000	EXCAVATION, CL 22	CY	140.000

4

Item 0050 - Struct Conc (Bridge)

- Article 2403
- Multiple material description items
 - Portland cement
 - Water
 - Admixture, air entraining
 - Admixture, normal water reducing
 - Curing compounds, white
 - Fly ash
 - Fine aggregate
 - Coarse aggregate
 - Ready mix concrete for structures
 - Hardened concrete for bridge decks

5

Item 0050

Line No	Item	Description	Unit	Quantity	
0050	2403-0100010	STRUCT CONC (BRIDGE)	CY	226.506	
Material Desc		Spec No	IM	Sample Freq	Basis of Acceptance
PORTLAND CEMENT		4101	401	DME	Approved Source
				1/100,000 sy	Certification Document
				paving	Test Report by Central
				RCE	Lab
Comments:				CONTRACTOR	
1/1000 cy structures, 10 lb sample, Certified Truck Ticket					
Material Desc		Spec No	IM	Sample Freq	Basis of Acceptance
WATER FOR CONCRETE AND MORTAR		4102		DME	Test Report by Central
				1-Quart per	Lab
				source	
				RCE	
Comments:				CONTRACTOR	
Sample only if not city water source					
Material Desc		Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, AIR ENTRAINING		4103.01A	403	DME	Approved Brand
				1/project	Approved Lot
				RCE	
Comments:				CONTRACTOR	
Material Desc		Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, NORMAL WATER REDUCING		4103.01B	403	DME	Approved Brand
				1/project	Approved Lot
				RCE	
Comments:				CONTRACTOR	

6

Item 0050

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
CURING COMPOUNDS, WHITE	4105	405	DME	Approved Lot
			1 Quart/batch	
			RCE	
Comments:			CONTRACTOR	
Source sample each batch # for white (contact DME), All others approved source				
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FLY ASH	4108	491.17	DME	Approved Source
			1/100,000 sy	Certification Document
			paving	Test Report by Central
			RCE	Lab
Comments:			CONTRACTOR	
15 lb sample, Certified Truck Ticket - Sample for paving only				
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FINE AGGREGATE FOR CONCRETE, STRUCTURES	4110	209	DME	Certification Document
	4109.02	T203		Test Report by
			RCE	Contractor
			1/wk	Test by RCE
			CONTRACTOR	Approved Source
Comments:			1/lot	
Certified Truck Ticket or other cert per IM 209, RCE test 1st day + 20%, Bridge Decks RCE sample and test 1 per deck pour				

7

Item 0050

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
COARSE AGGREGATE FOR CONCRETE, STRUCTURES	4115	209	DME	Certification Document
	4109.02	T203	1/1000 cy	Test Report by
			RCE	Contractor
			1/wk	Test by RCE
			CONTRACTOR	Approved Source
Comments:			1/lot	
Certified Truck Ticket or other cert per IM 209, RCE test 1st day + 20%, Bridge Decks RCE sample and test 1 per deck pour				
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
READY MIX CONCRETE FOR STRUCTURES	2403	528	DME	Test by RCE
			RCE	
			1/30 cy air & slump	
Comments:			CONTRACTOR	
Min. 1/pour air & slump. 2 beams/placement if required per 2403.18 and 2403.19				
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
HARDENED CONCRETE FOR BRIDGE DECKS	2413	528	DME	Test Report by
	2412		10% min.	Contractor
	2317		smoothness	Test Report by District
			RCE	Materials
Comments:			CONTRACTOR	
			100%	
			smoothness	

8

Item 0060 – High Performance Struc Conc

- Article 2403
- Multiple material description items
 - Same as 0050
 - High performance structural concrete

9

Item 0060

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
HIGH PERFORMANCE STRUCTURAL CONCRETE	DS	528	DME	Test Report by District
			4 cylinders	Materials
			deck	Test Report by Central
			RCE	Lab
			Air & Slump	
			1/30 yd3	
Comments:			CONTRACTOR	
DME -3 cylinders for strength testing & 1 cylinder for permeability testing				

10

Item 0070 – Reinforc Steel

- Article 2404
- IM 107 Buy America
- Multiple material description items
 - Steel reinforcement
 - Dowels
 - Reinforcement chairs
 - Steel mesh reinforcement
 - Steel reinforcement supports

11

Item 0070

Line No	Item	Description	Unit	Quantity
0070	2404-7775000	REINFORC STEEL	LB	34,025.000
Material Desc				
Spec No				
IM				
Sample Freq				
Basis of Acceptance				
STEEL REINFORCEMENT, APPROVED				
SUPPLIER				
Comments:				
BUY AMERICA GROUP 1				
Material Desc				
Spec No				
IM				
Sample Freq				
Basis of Acceptance				
DOWELS - ALL TYPES				
Comments:				
BUY AMERICA GROUP 1				

Group 1 requires fabricator/supplier provides mill test reports for all steel provided (IM 107)

12

Item 0070

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
REINFORCEMENT CHAIRS	4151	451.01	DME	Approved Source
			RCE	Visual Approval by RCE
Comments:			CONTRACTOR	
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL MESH REINFORCEMENT	4151.04	451	DME	Approved Source
		107	1 Sample per year	Steel Mill Certifications
Comments:			RCE	
			CONTRACTOR	
2 Ft. X 2 Ft. Sample BUY AMERICA GROUP 1				
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT SUPPORTS	4151	451.01	DME	Approved Source
			RCE	Visual Approval by RCE
Comments:			CONTRACTOR	

13

Item 0080 – Reinforc Steel, Epoxy Coated

- Article 2404
- IM 107 Buy America
- Multiple material description items
 - Steel reinforcement, epoxy coated
 - Epoxy dowels
 - Steel reinforcement, mechanical splices

14

Item 0080

Line No	Item	Description	Unit	Quantity	
0080	2404-7775005	REINFORC STEEL, EPOXY COATED	LB	82,132.000	
Material Desc		Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, EPOXY COATED				DME	Approved Source
				6-ft largest	Steel Mill
				size -	Certifications
				Structures	Epoxy Certification
				RCE	Test Report by Central
Comments:				Lab	
		CONTRACTOR			
S&T by Central-Structures only, (Paving (AS), steel & epoxy cert) BUY AMERICA GROUP 1					
Material Desc		Spec No	IM	Sample Freq	Basis of Acceptance
EPOXY DOWELS		4151.02B		DME	Approved Source
					Certification Document
				RCE	
				CONTRACTOR	
Comments:					
BUY AMERICA GROUP 1					
Material Desc		Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, MECHANICAL SPLICES		4151	451	DME	Approved Source
			107		Certification Document
				RCE	Epoxy Certification
				2/100 Include reinforcing bar.	Steel Mill
					Certifications
Comments:				CONTRACTOR	
Epoxy cert required only for epoxy rebar splices. BUY AMERICA GROUP 1					

15

Item 0100 – Structural Steel

- Article 2408
- IM 107 Buy America
- Multiple material description items
 - Structural steel, approved fabricator advanced bridge
 - Welded steel pipe

16

Item 0100

Line No	Item	Description	Unit	Quantity																																			
0100	2408-7800000	STRUCTURAL STEEL	LB	310,230.000																																			
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Comments:																																							
IM 107 - BUY AMERICA GROUP 1																																							
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			CONTRACTOR																																				
Comments:																																							
Letter of Compliance																																							

17

Items 0110 and 0120 - Steel Extrusion Joint W/Neoprene and Neoprene Gland Installation + Testing

- Article 2413
- Material Description Item
 - 0110 - joint seal, steel extrusion with neoprene
 - 0120 – no material documentation required

18

Items 0110 and 0120

Line No	Item	Description	Unit	Quantity																							
0110	2413-1200000	STEEL EXTRUSION JOINT W/NEOPRENE	LF	83.000																							
<table border="1"> <thead> <tr> <th>Material Desc</th><th>Spec No</th><th>IM</th><th>Sample Freq</th><th>Basis of Acceptance</th></tr> </thead> <tbody> <tr> <td rowspan="3">JOINT SEAL, STEEL EXTRUSION WITH NEOPRENE</td><td>2412</td><td></td><td>DME</td><td>Approved Shop Drawings</td></tr> <tr> <td></td><td></td><td>RCE</td><td>Fabrication Report</td></tr> <tr> <td></td><td></td><td>CONTRACTOR</td><td></td></tr> <tr> <td colspan="5">Comments:</td></tr> </tbody> </table>					Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance	JOINT SEAL, STEEL EXTRUSION WITH NEOPRENE	2412		DME	Approved Shop Drawings			RCE	Fabrication Report			CONTRACTOR		Comments:				
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance																							
JOINT SEAL, STEEL EXTRUSION WITH NEOPRENE	2412		DME	Approved Shop Drawings																							
			RCE	Fabrication Report																							
			CONTRACTOR																								
Comments:																											
Line No	Item	Description	Unit	Quantity																							
0120	2413-1200100	NEOPRENE GLAND INSTALLATION + TESTING	LF	83.000																							
Line No	Item	Description	Unit	Quantity																							

Plans must be referenced for additional information on neoprene gland, installation, and testing

19

Item 0120 Additional Information

TABLE OF APPROVED EXPANSION DEVICES				
MANUFACTURER	TYPE OF STEEL EXTRUSION	NEOPRENE GLAND	MINIMUM OPENING FOR GLAND INSTALLATION	CORRESPONDING MAXIMUM DECK TEMPERATURE
WATSON-BOWMAN & ACME CORP.	A	SE-300	1½"	90° F.
D.S. BROWN CO.	SSA2	A2R-400	2"	90° F.
APPROVED EQUAL				

NEOPRENE GLAND NOTES:

THE NEOPRENE GLAND IS TO BE PLACED AS ONE CONTINUOUS PIECE FROM END TO END OF THE STEEL EXTRUSION.

THE NEOPRENE GLAND SHALL CONFORM TO ASTM-2628 MODIFIED TO EXCLUDE RECOVER TEST AND COMPRESSION SET.

THE CONTRACTOR SHALL INSTALL THE GLAND ABOVE THE MINIMUM TEMPERATURE OF 45° AND THE MINIMUM JOINT OPENING AND CORRESPONDING MAXIMUM DECK TEMPERATURE SHOWN IN THESE PLANS. THE DECK TEMPERATURE SHALL BE MEASURED BY RECORDING THE SURFACE TEMPERATURES ON THE UNDERSIDE OF THE DECK ADJACENT TO THE JOINTS. IF THE DECK TEMPERATURE DOES NOT FALL WITHIN THE SPECIFIED TEMPERATURE RANGE BEFORE THE CONTRACTOR HAS COMPLETED ALL OTHER REQUIRED WORK, IT WILL BE NECESSARY FOR THE CONTRACTOR TO RETURN TO THE PROJECT SITE TO COMPLETE INSTALLATION AND TESTING OF THE NEOPRENE GLAND. IF THE CONTRACTOR IS REQUIRED TO RETURN TO THE PROJECT SITE AFTER ALL OTHER REQUIRED WORK HAS BEEN COMPLETED, THE CONTRACTOR SHALL COMPLETE INSTALLATION AND TESTING OF NEOPRENE GLAND AT NO EXTRA CHARGE TO THE STATE.

THE NUMBER OF FEET OF NEOPRENE GLAND INSTALLED SHALL BE PAID FOR AT THE CONTRACT PRICE PER FOOT BASED ON PLAN QUANTITIES. THE PRICE FOR "NEOPRENE GLAND INSTALLATION AND TESTING" SHALL BE FULL COMPENSATION FOR INSTALLING AND TESTING OF THE NEW NEOPRENE GLAND. THIS WORK WILL CONSIST OF CLEANING THE EXTRUSION, INSTALLATION OF THE NEOPRENE GLAND AND WATER TIGHT TESTING OF THE EXPANSION JOINT SYSTEM. ALL WORK AND MATERIALS NECESSARY FOR THE INSTALLATION OF THE NEOPRENE GLAND SHALL COMPLY WITH THE RECOMMENDATIONS OF THE EXPANSION JOINT MANUFACTURER. THE PRICE BID FOR "NEOPRENE GLAND INSTALLATION AND TESTING" SHALL INCLUDE ALL WATERTIGHT INTEGRITY TESTING, LEAK REPAIRS AS DIRECTED BY THE ENGINEER, AND SUBSEQUENT WATERTIGHT TESTING UNTIL A LEAK FREE INSTALLATION IS ACHIEVED.

WATERTIGHT INTEGRITY TESTING AND REPAIR NOTES:

AFTER INSTALLATION OF EACH NEOPRENE GLAND, THE CONTRACTOR SHALL PERFORM WATERTIGHT INTEGRITY TESTS AT THE DECK LEVEL TO DETECT ANY LEAKAGE. THE TESTS ARE TO CHECK FOR LEAKAGE AT THE UPTURNED ENDS OF THE EXPANSION DEVICE AND FOR LEAKAGE ALONG THE EXPANSION DEVICE ACROSS THE DECK AND ANY MEDIANS OR SIDEWALKS. THE CONTRACTOR MAY CONDUCT A SINGLE TEST OF THE ENTIRE DEVICE INCLUDING UPTURNED ENDS OR MAY CONDUCT SEPARATE TESTS OF UPTURNED ENDS AND ONE OR MORE TESTS OF OVERLAPPING LENGTHS BETWEEN THE UPTURNED ENDS.

AT EACH UPTURNED END OF THE EXPANSION DEVICE, THE CONTRACTOR SHALL BLOCK OUT ON THE DECK AT LEAST 3 FEET OF THE EXPANSION DEVICE LEADING TO THE UPTURNED END AND FLOOD THE AREA. A MINIMUM WATER DEPTH OF 3" SHALL BE MAINTAINED AT THE GUTTERLINE FOR AT LEAST 30 MINUTES. DURING THE TEST, THE INSPECTOR SHALL OBSERVE FOR ANY OVERFLOW AT THE UPTURNED END. AT THE CONCLUSION OF THE TEST THE INSPECTOR WILL EXAMINE THE UNDERSIDE OF THE JOINT FOR LEAKAGE. THE EXPANSION DEVICE IS CONSIDERED WATERTIGHT IF THE INSPECTOR OBSERVES NO OVERFLOW DURING THE TEST AND IF NO DRIPPING WATER OR WATER DROPLETS ARE VISIBLE IN THE UNDERDECK AREAS NEAR THE UPTURNED END.

THE CONTRACTOR SHALL TEST THE EXPANSION DEVICE BETWEEN UPTURNED ENDS BY BLOCKING OUT AND COVERING THE DEVICE WITH PONDED OR FLOWING WATER TO A DEPTH OF AT LEAST 1" AT ALL POINTS, FOR AT LEAST 30 MINUTES. VERTICAL CURB SURFACES MAY BE TESTED WITH AN UNNOZZLED HOSE DELIVERING APPROXIMATELY ONE GALLON PER MINUTE DIRECTED TO FLOW OVER THE ENTIRE CURB HEIGHT FOR 30 MINUTES. AT THE CONCLUSION OF THE TEST, THE INSPECTOR WILL EXAMINE THE UNDERSIDE OF THE JOINT FOR LEAKAGE. THE EXPANSION DEVICE IS CONSIDERED WATERTIGHT IF NO DRIPPING WATER OR WATER DROPLETS ARE VISIBLE IN THE UNDERDECK AREAS ALONG THE FULL LENGTH OF THE EXPANSION JOINT. DAMP CONCRETE THAT DOES NOT SHOW DRIPPING WATER OR WATER DROPLETS IS NOT CONSIDERED A SIGN OF LEAKAGE.

IF THE EXPANSION DEVICE LEAKS AT AN UPTURNED END OR ALONG ITS LENGTH, THE CONTRACTOR SHALL LOCATE THE LEAK(S) AND TAKE REPAIR MEASURES TO STOP THE LEAKAGE. THE REPAIR MEASURES SHALL BE AS RECOMMENDED BY THE MANUFACTURER AND APPROVED BY THE ENGINEER PRIOR TO BEGINNING CORRECTIVE WORK.

IF MEASURES TO ELIMINATE LEAKAGE ARE TAKEN, THE CONTRACTOR SHALL PERFORM SUBSEQUENT WATERTIGHT INTEGRITY TESTS SUBJECT TO THE SAME CONDITIONS AS THE ORIGINAL TEST.

Materials Acceptance Reports

1. What do fabricators/suppliers need to provide for steel covered by group 1 Buy America?
2. For item 0050, what is the frequency of slump and air testing required and who conducts the testing?
3. What types of projects will have materials acceptance reports?
4. Where can the materials acceptance report be found and who would you contact if it is missing?
5. What IM can be referenced for the information provided on the materials acceptance report?
6. For item 0140 what specification can be referenced?
7. What is the basis of acceptance for item 0140?
8. For item 0180 what IMs can be referenced?
9. What is the basis of acceptance for item 0180?



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February 5, 2018

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Line No	Item	Description	Unit	Quantity
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Line No	Item	Description	Unit	Quantity
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Line No	Item	Description	Unit	Quantity
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Line No	Item	Description	Unit	Quantity
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Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PORTLAND CEMENT	4101	401	DME	Approved Source
Comments:			1/100,000 sy	Certification Document
			paving	Test Report by Central
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			CONTRACTOR	
1/1000 cy structures, 10 lb sample, Certified Truck Ticket				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
WATER FOR CONCRETE AND MORTAR	4102		DME	Test Report by Central
Comments:			1-Quart per	Lab
			source	
			RCE	
			CONTRACTOR	
Sample only if not city water source				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, AIR ENTRAINING	4103.01A	403	DME	Approved Brand
Comments:			1/project	Approved Lot
			RCE	
			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, NORMAL WATER REDUCING	4103.01B	403	DME	Approved Brand
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			RCE	
Comments:				
			CONTRACTOR	

Source sample each batch # for white (contact DME), All others approved source

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FLY ASH	4108	491.17	DME	Approved Source
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			paving	Test Report by Central
			RCE	Lab
Comments:				
			CONTRACTOR	

15 lb sample, Certified Truck Ticket - Sample for paving only

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FINE AGGREGATE FOR CONCRETE, STRUCTURES	4110	209	DME	Certification Document
	4109.02	T203		Test Report by
			RCE	Contractor
			1/wk	Test by RCE
			CONTRACTOR	Approved Source
			1/lot	
Comments:				

Certified Truck Ticket or other cert per IM 209, RCE test 1st day + 20%, Bridge Decks RCE sample and test 1 per deck pour

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
COARSE AGGREGATE FOR CONCRETE, STRUCTURES	4115	209	DME	Certification Document
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			1/lot	
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Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
READY MIX CONCRETE FOR STRUCTURES	2403	528	DME	Test by RCE
			RCE	
			1/30 cy air & slump	
Comments:			CONTRACTOR	

Min. 1/pour air & slump. 2 beams/placement if required per 2403.18 and 2403.19



Material Acceptance Report
February 5, 2018

Project Number		Accounting ID		PCN		Contractor	
NHSX-032-1(41)--3H-31		34755		31-0321-041		JIM SCHROEDER CONSTRUCTION, II	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
HARDENED CONCRETE FOR BRIDGE DECKS	2413	528	DME	Test Report by
	2412		10% min.	Contractor
	2317		smoothness	Test Report by District
			RCE	Materials
Comments:			CONTRACTOR	
			100%	
			smoothness	

Line No	Item	Description	Unit	Quantity
0060	2403-7000210	HIGH PERFORMANCE STRUC CONC	CY	447.400

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PORTLAND CEMENT	4101	401	DME	Approved Source
			1/100,000 sy	Certification Document
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Comments:			CONTRACTOR	

1/1000 cy structures, 10 lb sample, Certified Truck Ticket

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			RCE	
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ADMIXTURES, AIR ENTRAINING	4103.01A	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, NORMAL WATER REDUCING	4103.01B	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:			CONTRACTOR	



Material Acceptance Report
February 5, 2018

Project Number NHSX-032-1(41)--3H-31	Accounting ID 34755	PCN 31-0321-041	Contractor JIM SCHROEDER CONSTRUCTION, II
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Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
CURING COMPOUNDS, WHITE	4105	405	DME	Approved Lot
			1 Quart/batch	
			RCE	
Comments:			CONTRACTOR	
Source sample each batch # for white (contact DME), All others approved source				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FLY ASH	4108	491.17	DME	Approved Source
			1/100,000 sy	Certification Document
			paving	Test Report by Central
			RCE	Lab
Comments:			CONTRACTOR	
15 lb sample, Certified Truck Ticket - Sample for paving only				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FINE AGGREGATE FOR CONCRETE, STRUCTURES	4110	209	DME	Certification Document
	4109.02	T203		Test Report by
			RCE	Contractor
			1/wk	Test by RCE
			CONTRACTOR	Approved Source
			1/lot	
Comments:				
Certified Truck Ticket or other cert per IM 209, RCE test 1st day + 20%, Bridge Decks RCE sample and test 1 per deck pour				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
COARSE AGGREGATE FOR CONCRETE, STRUCTURES	4115	209	DME	Certification Document
	4109.02	T203	1/1000 cy	Test Report by
			RCE	Contractor
			1/wk	Test by RCE
			CONTRACTOR	Approved Source
			1/lot	
Comments:				
Certified Truck Ticket or other cert per IM 209, RCE test 1st day + 20%, Bridge Decks RCE sample and test 1 per deck pour				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
HIGH PERFORMANCE STRUCTURAL CONCRETE	DS	528	DME	Test Report by District
			4 cylinders	Materials
			deck	Test Report by Central
			RCE	Lab
			Air & Slump	
			1/30 yd3	
Comments:			CONTRACTOR	
DME -3 cylinders for strength testing & 1 cylinder for permeability testing				

Line No	Item	Description	Unit	Quantity
0070	2404-7775000	REINFORC STEEL	LB	34,025.000



Material Acceptance Report
February 5, 2018

Project Number		Accounting ID		PCN		Contractor	
NHSX-032-1(41)--3H-31		34755		31-0321-041		JIM SCHROEDER CONSTRUCTION, II	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, APPROVED SUPPLIER	4151	451	DME	Approved Source
		107	1 per project/45 t or more	Steel Mill Certifications
Comments:			RCE	
			CONTRACTOR	

BUY AMERICA GROUP 1

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
DOWELS - ALL TYPES			DME	Approved Source
			1 per project per year	Certification Document
Comments:			RCE	
			CONTRACTOR	

BUY AMERICA GROUP 1

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
REINFORCEMENT CHAIRS	4151	451.01	DME	Approved Source
				Visual Approval by RCE
Comments:			RCE	
			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL MESH REINFORCEMENT	4151.04	451	DME	Approved Source
		107	1 Sample per year	Steel Mill Certifications
Comments:			RCE	
			CONTRACTOR	

2 Ft. X 2 Ft. Sample BUY AMERICA GROUP 1

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT SUPPORTS	4151	451.01	DME	Approved Source
				Visual Approval by RCE
Comments:			RCE	
			CONTRACTOR	

Line No	Item	Description	Unit	Quantity
0080	2404-7775005	REINFORC STEEL, EPOXY COATED	LB	82,132.000



Material Acceptance Report
February 5, 2018

Project Number NHSX-032-1(41)--3H-31	Accounting ID 34755	PCN 31-0321-041	Contractor JIM SCHROEDER CONSTRUCTION, II
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Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, EPOXY COATED			DME	Approved Source
Comments:			6-ft largest size - Structures	Steel Mill Certifications
			RCE	Epoxy Certification
				Test Report by Central Lab
			CONTRACTOR	
S&T by Central-Structures only, (Paving (AS), steel & epoxy cert) BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EPOXY DOWELS	4151.02B		DME	Approved Source
Comments:				Certification Document
			RCE	
			CONTRACTOR	
BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, MECHANICAL SPLICES	4151	451	DME	Approved Source
Comments:		107		Certification Document
			RCE	Epoxy Certification
			2/100 Include reinforcing bar.	Steel Mill Certifications
			CONTRACTOR	
Epoxy cert required only for epoxy rebar splices. BUY AMERICA GROUP 1				

Line No	Item	Description	Unit	Quantity
0090	2404-7775009	REINF STEEL, STAINLESS STEEL	LB	3,695.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, STAINLESS	4151	452	DME	Approved Source
Comments:		107	1/project	Steel Mill
			RCE	Certifications
			CONTRACTOR	
BUY AMERICA GROUP 1				

Line No	Item	Description	Unit	Quantity
0100	2408-7800000	STRUCTURAL STEEL	LB	310,230.000



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STRUCTURAL STEEL, APPROVED	4152.02	557	DME	Approved Source
FABRICATOR ADVANCED BRIDGE		561		Approved Shop Drawings
		565	RCE	Fabrication Report
				Steel Mill
			CONTRACTOR	Certifications
				Certification Document
Comments:				
IM 107 - BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
WELDED STEEL PIPE	4153.05		DME	Approved Source
				Certification Document
			RCE	Inspection Report
			CONTRACTOR	
Comments:				

Letter of Compliance

Line No	Item	Description	Unit	Quantity
0110	2413-1200000	STEEL EXTRUSION JOINT W/NEOPRENE	LF	83.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
JOINT SEAL, STEEL EXTRUSION WITH	2412		DME	Approved Shop Drawings
NEOPRENE				Fabrication Report
			RCE	
			CONTRACTOR	
Comments:				

Line No	Item	Description	Unit	Quantity
0120	2413-1200100	NEOPRENE GLAND INSTALLATION + TESTING	LF	83.000

Line No	Item	Description	Unit	Quantity
0130	2414-6424110	CONC BARRIER RAIL	LF	586.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PORTLAND CEMENT	4101	401	DME	Approved Source
			1/100,000 sy	Certification Document
			paving	Test Report by Central
			RCE	Lab
			CONTRACTOR	
Comments:				

1/1000 cy structures, 10 lb sample, Certified Truck Ticket



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
WATER FOR CONCRETE AND MORTAR	4102		DME	Test Report by Central Lab
			1-Quart per source	
			RCE	
Comments:				
			CONTRACTOR	

Sample only if not city water source

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, AIR ENTRAINING	4103.01A	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:				
			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, NORMAL WATER REDUCING	4103.01B	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:				
			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
CURING COMPOUNDS, WHITE	4105	405	DME	Approved Lot
			1 Quart/batch	
			RCE	
Comments:				
			CONTRACTOR	

Source sample each batch # for white (contact DME), All others approved source

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FLY ASH	4108	491.17	DME	Approved Source
			1/100,000 sy paving	Certification Document
			RCE	Test Report by Central Lab
Comments:				
			CONTRACTOR	

15 lb sample, Certified Truck Ticket - Sample for paving only



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor	
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FINE AGGREGATE FOR CONCRETE, STRUCTURES	4110	209	DME	Certification Document
	4109.02	T203		Test Report by
			RCE	Contractor
			1/wk	Test by RCE
			CONTRACTOR	Approved Source
Comments:			1/lot	
Certified Truck Ticket or other cert per IM 209, RCE test 1st day + 20%, Bridge Decks RCE sample and test 1 per deck pour				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
COARSE AGGREGATE FOR CONCRETE, STRUCTURES	4115	209	DME	Certification Document
	4109.02	T203	1/1000 cy	Test Report by
			RCE	Contractor
			1/wk	Test by RCE
			CONTRACTOR	Approved Source
Comments:			1/lot	
Certified Truck Ticket or other cert per IM 209, RCE test 1st day + 20%, Bridge Decks RCE sample and test 1 per deck pour				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, EPOXY COATED			DME	Approved Source
			6-ft largest	Steel Mill
			size -	Certifications
			Structures	Epoxy Certification
			RCE	Test Report by Central
Comments:				Lab
			CONTRACTOR	
S&T by Central-Structures only, (Paving (AS), steel & epoxy cert) BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
GROUT, POLYMER (VERTICAL)		491.11	DME	Approved Brand
			RCE	
Comments:			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
READY MIX CONCRETE FOR STRUCTURES	2403	528	DME	Test by RCE
			RCE	
			1/30 cy air & slump	
			CONTRACTOR	
Comments:				
Min. 1/pour air & slump. 2 beams/placement if required per 2403.18 and 2403.19				



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PRECAST BARRIER RAIL	2513	571	DME	Iowa DOT Stamp
		107		Visual Approval by RCE
			RCE	Certification Document
				Inspection Report
Comments:			CONTRACTOR	Approved Source

Iowa DOT Stamp for Permanent Rail ONLY. BUY AMERICA GROUP 2

Line No	Item	Description	Unit	Quantity
0140	2434-0000100	DISC BEARING ASSEMBLIES	EACH	20.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
DISC BEARING ASSEMBLY	2434		DME	Approved Shop Drawings
				Visual Approval by RCE
			RCE	
Comments:			CONTRACTOR	

Line No	Item	Description	Unit	Quantity
0150	2501-0201057	PILE, STEEL, HP 10X57	LF	800.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PILING, STEEL H-PILE	4167	467	DME	Approved Source
		107		Steel Mill
			RCE	Certifications
				Certification Document
Comments:			CONTRACTOR	

BUY AMERICA GROUP 1

Line No	Item	Description	Unit	Quantity
0160	2507-2638650	BRIDGE WING ARMORING - EROSION STONE	SY	32.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION/BUTTRESS STONE	4130.05	209	DME	Certification Document
		T203	source sampled	Approved Source
			RCE	
Comments:			CONTRACTOR	

Certified Truck Ticket

Line No	Item	Description	Unit	Quantity
0170	2507-3250005	ENGINEER FABRIC	SY	1,900.000



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ENGR. FABRIC FOR SUBSURFACE DRAINAGE	4196.01B	496.01	DME	Approved Brand
			RCE	
			CONTRACTOR	
Comments:				

Line No	Item	Description	Unit	Quantity
0180	2507-6800061	REVTMENT, CLASS E	TON	1,315.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
CLASS E REVTMENT STONE	4130.04	209	DME	Certification Document
		T203	source sampled	Approved Source
			RCE	
			CONTRACTOR	
Comments:				

Certified Truck Ticket

Line No	Item	Description	Unit	Quantity
0190	2507-8029000	EROSION STONE	TON	71.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION/BUTTRESS STONE	4130.05	209	DME	Certification Document
		T203	source sampled	Approved Source
			RCE	
			CONTRACTOR	
Comments:				

Certified Truck Ticket

Line No	Item	Description	Unit	Quantity
0200	2526-8285000	CONSTRUCTION SURVEY	LS	1.000

Line No	Item	Description	Unit	Quantity
0210	2533-4980005	MOBILIZATION	LS	1.000

Line No	Item	Description	Unit	Quantity
0220	2599-9999010	('LUMP SUM' ITEM)	LS	1.000
		GIRDER ERECTION PLAN		

Line No	Item	Description	Unit	Quantity
0230	2122-5190501	PAVED SHLD, PCC (PANEL-BRIDGE END DRAIN)	SY	25.000



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor	
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PORTLAND CEMENT	4101	401	DME	Approved Source
Comments:			1/100,000 sy	Certification Document
			paving	Test Report by Central
			RCE	Lab
			CONTRACTOR	

1/1000 cy structures, 10 lb sample, Certified Truck Ticket

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
WATER FOR CONCRETE AND MORTAR	4102		DME	Test Report by Central
Comments:			1-Quart per	Lab
			source	
			RCE	
			CONTRACTOR	

Sample only if not city water source

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
CURING COMPOUNDS, WHITE	4105	405	DME	Approved Lot
Comments:			1 Quart/batch	
			RCE	
			CONTRACTOR	

Source sample each batch # for white (contact DME), All others approved source

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FLY ASH	4108	491.17	DME	Approved Source
Comments:			1/100,000 sy	Certification Document
			paving	Test Report by Central
			RCE	Lab
			CONTRACTOR	

15 lb sample, Certified Truck Ticket - Sample for paving only

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FINE AGGREGATE FOR CONCRETE,	4110	209	DME	Certification Document
PAVING	4109.02	T203		Test Report by
Comments:			RCE	Contractor
			1/day	Test by RCE
			CONTRACTOR	Approved Source
			1/day (1/half	
			day-moisture)	

Certified Truck Ticket or other cert per IM 209, RCE test first day + 1/lot



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor	
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
COARSE AGGREGATE FOR CONCRETE, PAVING	4115	209	DME	Certification Document
	4109.02	T203	1/100,000 sy	Test Report by
			RCE	Contractor
			1/day	Test by RCE
			CONTRACTOR	Approved Source
Comments:			1/day (1/half day-moisture)	
Certified Truck Ticket or other cert per IM 209, RCE test first day + 1/lot				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
JOINT SEALERS, BACKER ROD	4136.02B	436.04	DME	Approved Brand
			RCE	
			CONTRACTOR	
Comments:				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
JOINT SEALER, POURED	4136.02A	436.01	DME	Approved Brand
		436.03		
			RCE	
			CONTRACTOR	
Comments:				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, EPOXY TIE BARS	4151.02A		DME	Approved Source
				Certification Document
			RCE	
			CONTRACTOR	
Comments:				

BUY AMERICA GROUP 1

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
READY MIX CONCRETE FOR PAVING	2301.02	527	DME	Test by RCE
			RCE	
			1/100 cy air	
			CONTRACTOR	
Comments:				

Min. 1 test/pour. Slump test 1/100 cy for hand finish or fixed form only. Beams 2/day by RCE if not using maturity.



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PC CONCRETE MIX FOR PAVING, PLANT MIX	2301.02	527	DME	Test by RCE
			RCE	
			1/700 cy air & slump	
			CONTRACTOR	
Comments:				
Min. 1 test/pour. Slump test for hand finish or fixed form only. Beams 2/day by RCE if not using maturity.				

Line No	Item	Description	Unit	Quantity
0240	2123-7450000	SHLD CONSTRUCTION, EARTH	STA	2.300

Line No	Item	Description	Unit	Quantity
0250	2301-0690203	BRIDGE APPROACH, BR-203	SY	477.200

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PORTLAND CEMENT	4101	401	DME	Approved Source
			1/100,000 sy	Certification Document
			paving	Test Report by Central
			RCE	Lab
Comments:				
1/1000 cy structures, 10 lb sample, Certified Truck Ticket				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
WATER FOR CONCRETE AND MORTAR	4102		DME	Test Report by Central
			1-Quart per	Lab
			source	
			RCE	
Comments:				
Sample only if not city water source				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, AIR ENTRAINING	4103.01A	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:				
CONTRACTOR				



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ADMIXTURES, NORMAL WATER REDUCING	4103.01B	403	DME	Approved Brand
			1/project	Approved Lot
			RCE	
Comments:			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
CURING COMPOUNDS, WHITE	4105	405	DME	Approved Lot
			1 Quart/batch	
			RCE	
Comments:			CONTRACTOR	

Source sample each batch # for white (contact DME), All others approved source

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FLY ASH	4108	491.17	DME	Approved Source
			1/100,000 sy	Certification Document
			paving	Test Report by Central
			RCE	Lab
Comments:			CONTRACTOR	

15 lb sample, Certified Truck Ticket - Sample for paving only

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FINE AGGREGATE FOR CONCRETE,	4110	209	DME	Certification Document
PAVING	4109.02	T203		Test Report by
			RCE	Contractor
			1/day	Test by RCE
			CONTRACTOR	Approved Source
Comments:			1/day (1/half	
			day-moisture)	

Certified Truck Ticket or other cert per IM 209, RCE test first day + 1/lot

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
COARSE AGGREGATE FOR CONCRETE,	4115	209	DME	Certification Document
PAVING	4109.02	T203	1/100,000 sy	Test Report by
			RCE	Contractor
			1/day	Test by RCE
			CONTRACTOR	Approved Source
Comments:			1/day (1/half	
			day-moisture)	

Certified Truck Ticket or other cert per IM 209, RCE test first day + 1/lot



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor	
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
MODIFIED SUBBASE MATERIAL	4123	209	DME	Certification Document
	4109.02	T203	source sampled	Approved Source
			RCE	
Comments:				
			CONTRACTOR	

Certified Truck Ticket

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
POROUS BACKFILL MATERIAL	4131	209	DME	Certification Document
	4109.02	T203	source sampled	Approved Source
			RCE	
Comments:				
			CONTRACTOR	

Certified Truck Ticket

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
JOINT SEALERS, BACKER ROD	4136.02B	436.04	DME	Approved Brand
			RCE	
Comments:				
			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
JOINT SEALER, POURED	4136.02A	436.01	DME	Approved Brand
		436.03		
			RCE	
Comments:				
			CONTRACTOR	

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
SUBDRAIN PIPE, CORRUGATED	4143	443	DME	Approved Source
POLYETHYLENE TYPE C or CP				
			RCE	
Comments:				
			CONTRACTOR	

subdrain patch by count

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
CORR. STEEL SUBDRAIN OUTLET	4143.01B	441	DME	Approved Source
		107		Certification Document
			RCE	
Comments:				
			CONTRACTOR	

BUY AMERICA GROUP 2



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, EPOXY COATED			DME	Approved Source
Comments:			6-ft largest	Steel Mill
			size -	Certifications
			Structures	Epoxy Certification
			RCE	Test Report by Central
				Lab
			CONTRACTOR	
S&T by Central-Structures only, (Paving (AS), steel & epoxy cert) BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EPOXY DOWELS	4151.02B		DME	Approved Source
Comments:				Certification Document
			RCE	
			CONTRACTOR	
BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
STEEL REINFORCEMENT, EPOXY TIE BARS	4151.02A		DME	Approved Source
Comments:				Certification Document
			RCE	
			CONTRACTOR	
BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ENGR. FABRIC FOR SUBSURFACE DRAINAGE	4196.01B	496.01	DME	Approved Brand
Comments:			RCE	
			CONTRACTOR	
BUY AMERICA GROUP 1				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
READY MIX CONCRETE FOR PAVING	2301.02	527	DME	Test by RCE
Comments:				
			RCE	
			1/100 cy air	
			CONTRACTOR	
Min. 1 test/pour. Slump test 1/100 cy for hand finish or fixed form only. Beams 2/day by RCE if not using maturity.				



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
PC CONCRETE MIX FOR PAVING, PLANT MIX	2301.02	527	DME	Test by RCE
			RCE	
			1/700 cy air & slump	
Comments:			CONTRACTOR	
Min. 1 test/pour. Slump test for hand finish or fixed form only. Beams 2/day by RCE if not using maturity.				

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
HARDENED CONCRETE FOR BRIDGE DECKS	2413	528	DME	Test Report by
	2412		10% min.	Contractor
	2317		smoothness	Test Report by District
			RCE	Materials
Comments:			CONTRACTOR	
			100%	
			smoothness	

Line No	Item	Description	Unit	Quantity
0260	2503-0500402	BRIDGE END DRAIN, DR-402	EACH	1.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
MACADAM STONE BASE AGGREGATE	4122.02	209	DME	Certification Document
	4109.02	T203	source sampled	Approved Source
			RCE	
Comments:			CONTRACTOR	

Certified Truck Ticket

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION/BUTTRESS STONE	4130.05	209	DME	Certification Document
		T203	source sampled	Approved Source
			RCE	
Comments:			CONTRACTOR	

Certified Truck Ticket

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
ENGR. FABRIC FOR EROSION CONTROL	4196.01C	496.01	DME	Approved Brand
			RCE	
Comments:			CONTRACTOR	

Line No	Item	Description	Unit	Quantity
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Material Acceptance Report
February 5, 2018

Project Number		Accounting ID		PCN		Contractor	
NHSX-032-1(41)--3H-31		34755		31-0321-041		JIM SCHROEDER CONSTRUCTION, II	

0270	2528-8445110	TRAFFIC CONTROL			LS	1.000
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Line No	Item	Description	Unit	Quantity
0280	2601-2634100	MULCH	ACRE	1.200
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION CONTROL, MULCH	4169.07	469.10	DME	Approved Source
			RCE	
			CONTRACTOR	
Comments:				

Weed Free Certification

Line No	Item	Description	Unit	Quantity
0290	2601-2636043	SEED+FERTILIZE (RURAL)	ACRE	1.200
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION CONTROL, FERTILIZER	4169.03	469.03	DME	Certification Document
			If material is suspect	
			RCE	
			CONTRACTOR	
Comments:				

Bagged - Bag label analysis Bulk -Blend ticket/sheet

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION CONTROL, SEEDS	4169.02	469.02	DME	Certification Document
				Approved Source
			RCE	
			CONTRACTOR	
Comments:				

Seed Ticket w Test Data (rural stabilizing). All other mixes; AS, seed mixture report, & cert

Line No	Item	Description	Unit	Quantity
0300	2601-2642100	STABILIZE CROP - SEED+FERTILIZE	ACRE	1.200
Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION CONTROL, FERTILIZER	4169.03	469.03	DME	Certification Document
			If material is suspect	
			RCE	
			CONTRACTOR	
Comments:				

Bagged - Bag label analysis Bulk -Blend ticket/sheet



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION CONTROL, SEEDS	4169.02	469.02	DME	Certification Document
				Approved Source
			RCE	
Comments:			CONTRACTOR	

Seed Ticket w Test Data (rural stabilizing). All other mixes; AS, seed mixture report, & cert

Line No	Item	Description	Unit	Quantity
0310	2601-2643412	TURF REINFORCEMENT MAT, TYPE 2	SQ	71.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION CONTROL, TURF REINFORCEMENT MAT TYPE 1	4169	469.10	DME	Approved Brand
			RCE	
Comments:			CONTRACTOR	

Line No	Item	Description	Unit	Quantity
0320	2602-0000020	SILT FENCE	LF	750.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
FENCE POSTS, STEEL	4154	454.10	DME	Visual Approval by RCE
		107		
			RCE	
Comments:			CONTRACTOR	

BUY AMERICA GROUP 2

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
SILT FENCE	4169	496.01	DME	Approved Brand
			RCE	
Comments:			CONTRACTOR	

Line No	Item	Description	Unit	Quantity
0330	2602-0000071	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	LF	750.000

Line No	Item	Description	Unit	Quantity
0340	2602-0000101	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	LF	75.000

Line No	Item	Description	Unit	Quantity
0350	2602-0000160	ROCK CHECK DAM	LF	40.000

Line No	Item	Description	Unit	Quantity
0360	2602-0000170	MAINT OF ROCK CHECK DAM	EACH	12.000



Material Acceptance Report
February 5, 2018

Project Number	Accounting ID	PCN	Contractor
NHSX-032-1(41)--3H-31	34755	31-0321-041	JIM SCHROEDER CONSTRUCTION, II

Line No	Item	Description	Unit	Quantity
0370	2602-0000180	RMVL OF ROCK CHECK DAM	EACH	4.000

Line No	Item	Description	Unit	Quantity
0380	2602-0000312	PERIMETER+SLOPE SEDIMENT CNTL DEVICE,12"	LF	1,080.000

Material Desc	Spec No	IM	Sample Freq	Basis of Acceptance
EROSION CONTROL, PERIMETER & SLOPE SEDIMENT CONTROL DEVICE	4169	469.10	DME	Approved Brand
			RCE	
			CONTRACTOR	

Comments:
AB for sediment logs. Cert Statement for wattles & filter socks.

Line No	Item	Description	Unit	Quantity
0390	2602-0000350	RMVL OF PERIMETER+SLOPE SEDIMNT CNTL DEV	LF	1,080.000

Line No	Item	Description	Unit	Quantity
0400	2602-0010010	MOBILIZATION, EROSION CONTROL	EACH	1.000

Line No	Item	Description	Unit	Quantity
0410	2602-0010020	MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	1.000

Line No	Item	Description	Unit	Quantity
0420	2612-0000520	ROADSIDE SPRAY - WEED CONTROL	ACRE	1.200

SUBCONTRACTS

Subcontracts

1

Background

- Only the contracting authority and contractor enter directly into a contract with each other
- Contractors are allowed to subcontract a portion of work on the contract
- No portion of the contract shall be sublet, assigned, or otherwise disposed of except with written authorization from the contracting authority
- Contractor must perform work amounting to not less than 30% of the total contract cost

2

Disclosure of Subcontractors

- Standard Specification 1103.08 and 1108.01
- Contractor awarded contract must submit a subcontractor request for subcontractors who will work on the project
- Submitted to
 - Contracts and Specifications Bureau prior to execution of the contract
 - Engineer after execution of the contract when changes occur
- Subcontractor requests are not required for
 - Trucking of materials unless trucking is provided by DBE
 - Work performed by a wholly owned subsidiary of the contractor
- Subcontracting request instructions
<https://iowadot.gov/contracts/lettings/subcontracting-instructions.pdf>

3

Initial Subcontract Request

- Prior to execution of contract
- Prepared by contractor by adding subcontractors and subcontracted items to the provided electronic .con file
- Submitted to Contracts and Specification Bureau
- Contractor must
 - Ensure subcontractors are registered with the Iowa Division of Labor
 - Inform subcontractors completing more than \$10,000 in work that they must have a current EEO policy on file with the Iowa DOT/ Civil Rights Bureau
 - Enter subcontracted amount for each DBE in column A

4

Initial Subcontract Request

- For all DOT and local agency projects, Contracts and Specification Bureau will
 - Process the electronic subcontractor request
 - Check
 - 30/70 work rule
 - Division of Labor question
 - EEO policy expiration dates
 - Create the tax certificates and AA/EEO poster and post in DocExpress contract signing drawer
<https://docexpress.com/drawers/22996>
- No subcontractor requests are to be uploaded to the contract signing drawer in Doc Express, prior to contract execution

5

Subcontract Request for Existing Item After Contract Execution

- Prepared by contractor by creating an electronic .con file with updated subcontractors and subcontracted items
- Submitted to engineer
- Engineer will
 - Check
 - 30/70 work rule
 - Division of Labor question
 - EEO policy expiration dates
 - Email electronic .con file to Contracts and Specifications Bureau identifying additional subcontractors and providing approval
 - Copy the DocExpress System Administrator so that appropriate action can be done in that program
- Contracts and Specifications Bureau will revise the tax certificates and AA/EEO poster and post in DocExpress contract signing drawer

6

Subcontractor Request for New Item After Contract Execution

- New items cannot be added to the electronic .con file
- Form 830231 must be used
- Prepared by contractor and emailed to engineer
- Engineer will
 - Check
 - 30/70 work rule
 - Division of Labor question
 - EEO policy expiration dates
 - Email form to Contracts and Specifications Bureau providing approval
 - Copy the DocExpress System Administrator so that appropriate action can be done in that program
- Contracts and Specifications Bureau will
 - Provide engineer with an updated electronic .con file
 - Revise the tax certificates and AA/EEO poster and post in DocExpress contract signing drawer

7

SiteXchange Software

- Available to all users at no costs
- Contractors will use to generate subcontract requests
- Engineer will use to read submitted .con files
- Downloading and using
<https://iowadot.gov/contracts/lettings/subcontracting-instructions.pdf>

8

Subcontractor List

- Generated from electronic.con file by engineer
- Placed in contract documents drawer
- Provides summary of total
 - Number of subcontractors
 - Subcontracted dollar amount
 - Percent of contract subcontracted
- Provides details for each subcontractor including
 - Contact information
 - Division of labor registration
 - Items subcontracted
 - Line number and description
 - Column A DBE dollar amount
 - Dollar amount
 - Partial item
 - Percent sublet

<https://docexpress.com/drawers/22994>

9

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	

<div>(\$269,639.608/\$1,388,040.68) X 100 = 19.425915%</div>	

10

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)				DBE dollar amount	% sublet with this subcontractor	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.

Subcontracts

1. What is the maximum amount of work the contractor may subcontract out?
2. What documents can be referenced to identify the current subcontractors on a project?
3. When will form 830231 be used?
4. Where can the DBE amount for each subcontractor be viewed?

SUBCONTRACT REQUEST AND APPROVAL INFORMATION

PROJECT	NHSX_0321(41)--3H-31	CONTRACT 31-0321-041
COUNTY	Dubuque	
PRIME CONTRACTOR	Jim Schroeder Construction, Inc.	

SUBCONTRACTOR	SUB \$ AMOUNT	% THIS APPROVAL	TOTAL % SUBLET
Safety Equipment Leasing Co.	\$1,400.00	0.10086	
Dormark Construction Co.	\$33,132.44	2.38699	
Great Plains Survey, Inc.	\$10,000.00	0.72044	
Tschiggfrie Excavating Co.	\$178,321.25	12.8469	
Thurn Seeding, LLC	\$10,935.30	0.78782	
Mid States Rebar & Supply	\$35,850.62	2.58282	
DBE GOAL =	%		
DBE CONTRACTOR/SUPPLIER	\$ AMOUNT	%	ACCUM. TOTAL

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
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\$1,388,040.68	2.38699
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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	REVTMENT	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

Signature (Prime Contractor) Totals: \$0.00 (a) \$178,321.25

\$1,388,040.68	12.8469
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4-15

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)

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.

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.
- B.** The list of proposed subcontractors shall be submitted to the Office of Contracts with the performance bond and signed contract.
- C.** Failure to present the subcontractor list will cause the Contractor to be re-evaluated for future bidder qualification as per [Article 1102.03](#).
- D.** These requirements are in addition to [Article 1108.01](#).

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.

2.25 SUBCONTRACTS

Subcontract Request

Contractor's Requirements

Instructions for completing Subcontract Requests are available on the Contracts and Specifications Bureau website "Letting Process" <https://iowadot.gov/contracts/General-letting-information/Lettings-process#20178505-award-of-contracts> under "Subcontracting".

Note the additional guidelines on the administration of DBE subcontracts that follow.

Except for trucking by DBE firms, "Subcontract Request" (Form 830231) are not required for trucking of materials. Trucking by DBE firms shall be documented on a "Subcontract Request and Approval" form, but the dollar value will not be used to determine the amount subcontracted. The contractor (or subcontractor) shall advise the project engineer in writing, on a daily basis, the names of independent companies that will be hauling materials on the "site of work". This will allow the project engineer to monitor trucking companies for compliance with Davis-Bacon requirements. Similarly subcontract requests also are not required for concrete pumpers, but employees of concrete pumping companies are subject to Davis-Bacon wages when employed on the site of work. The contractor (or subcontractor) should also advise the project engineer when concrete pumpers are on site to ensure compliance with Davis-Bacon requirements.

"Subcontract Requests" are not required for work performed by a "wholly owned" subsidiary of the prime contractor. A list of wholly owned subsidiaries is maintained by the Contracts and Specifications Bureau and available at: <w:\Highway\Contracts\Fieldinformation>.

The Contracts and Specifications Bureau will provide a Subcontractor Authorization and EEO Poster Notice to the contractor for placement on the project's bulletin board. This poster is considered the Department's written authorization of subcontractors for the contract.

Project Engineer's Responsibility

Refer to Chapter 2.5 of the FieldManager Users' Guide for instructions on importing the "SiteXchange" file into FieldManager. The "SiteXchange" file will import all subcontractor information, including associating items with the appropriate subcontractor.

While contractors submit subcontract requests to the Contracts and Specifications Bureau with the signed contract for DOT administered contracts, additional requests or modifications to existing requests are submitted to the project engineer.

Existing Items by Subcontractor

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 Contracts and Specifications Bureau as an email attachment. The email is sent to dot.contracts@iowadot.us with a subject line of "Revised Con File".

New Contract Items to be Completed by New Subcontractor

If new items, added to a contract, 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. The SiteXchange software is not able to generate a subcontract request form because the software does not support new items added by contract modification. A subcontract request is not required for new contract items to be completed by an existing contractor.

The project engineer is to check the Subcontract Request form for accuracy (% subcontracted and current EEO/AA policy) and forward the form to the Contracts and Specifications Bureau as an email attachment. The email is sent to dot.contracts@iowadot.us.

The additional/modified requests are submitted to the project engineer to minimize delays in providing the information to field staff.

The project engineer is responsible to make sure a subcontractor does not perform more work than described on the approved subcontract. Occasionally, contractors may have to rent additional equipment and hire extra employees to complete their work. However, when the entire crew and equipment of another contractor is used to complete work, the prime contractor is violating the intent of [Specification 1108.01](#) and is considered brokering a project. If the project engineer's staff observes work performed by anyone other than the approved subcontractors, the Construction and Materials Bureau should be notified. Assistance will be provided to investigate the circumstances.

At the preconstruction conference, it will be beneficial to discuss methods of keeping subcontractors informed of the work status. Although the prime contractor is responsible to make progress payments to a subcontractor, numerous incidents in the past have indicated a lack of timely progress payments from the prime contractor to the subcontractor. Subcontractors may request the project engineer to furnish them a copy of a progress voucher for informational purposes.

Leased Employees

Prime contractors and approved subcontractors may utilize "leased" employees as part of their "own" work crew. In either case, the prime contractor shall submit a Subcontract Request before leased employees can be on the job site. "Leased" employees shall be obtained from a firm that does not perform highway construction (i.e. a temporary employment agency).

When "leased" employees are used, they are considered part of the contractors "own organization" when the following requirements are followed:

- The Contractor maintains control over the supervision of the day-to day activities of the leased employees;
- The Contractor remains responsible for the quality of the work of the leased employees.
- The Contractor retains all power to accept or exclude individual employees from work on the project.
- The prime contractor remains ultimately responsible for the payment of predetermined minimum wages and submission of payrolls on contracts that required predetermined wages.

The employee leasing company will appear on the list of subcontractors and under the EEO/AA list. The leasing company is responsible for all customary employer responsibilities including EEO/AA in hiring, training and promotions, and the submittal of required employee information to the Department, state, and federal agencies. If prevailing wages are required, the employee leasing company shall submit certified payrolls. The certified payroll will need to designate the contractor that is using the leased employee(s).

A leased employee may be utilized for several contractors during a project; however, the individual employee may be used by only one contractor at a time during the day.

DBE contractors may not use leased employees because Federal DBE regulations prohibit the use of leased employees and will not meet the commercial useful function towards DBE commitments.

Prompt Payment to Subcontractors

Progress Payments to Subcontractors

Contractors are required to pay subcontractors for satisfactorily completed work within 7 calendar days after receiving payment (or should have received payment) from the contracting authority.

Certification of Subcontractor Payment

The Contractor shall provide to the Engineer a "Certification of Subcontractor Payment" form (Form 518002) with the signed final voucher. If the contract has a signature drawer in Doc Express, Form 518002 should be signed in Doc Express.

If the contract does not have a signature drawer, Form 518002 may be signed electronically and saved to the "Contract Documents" drawer in Doc Express. The form shall include the names of all approved subcontractors, date the subcontractor's work was completed, date of final payment to the subcontractor and the number of days between when the work was completed and paid. The contractor shall provide an explanation for instances that exceed 30 days.

The "Certification of Subcontractor Payment" form is not required to be submitted if there were no subcontractors on the contract.

PAYMENT

Payments

1

Background

- Each item has specific guidelines for the method of measurement (MOM) and basis of payment (BOP)
- MOM will be defined in the .04 part of each section of the 2000 series
- BOP will be defined in the .05 part of each section of the 2000 series
- MOM and BOP covers
 - Contract items
 - Associated incentive/disincentive (I/D)
 - Incidental items
- Types of items
 - Plan quantity
 - Measured quantity
 - Lump sum
 - Incidental

2

Plan Quantity

- Bid amount that is complete payment for that item's work and includes all necessary work to complete the item
- Designated by specification or contract quantity agreement
- Specific BOP but will not overrun or underrun unless there is a contract modification
- Specified MOM and BOP
- Adjustments due to discrepancies must be field-verified with measurements
- Examples
 - Standard slip form pavement, square yards
 - High performance structural concrete, cubic yards
 - Steel reinforcement epoxy coated, pounds
 - Concrete barrier railing, feet

3

Contract Quantity Agreement

- Standard Specification 1109.01 A. 2.
- Written agreement between contractor and engineer to use contract quantities for payment
- Made before work is started or after work is completed provided no deviation from plans
- Form 830230
- Located in DocExpress signature drawer

[illegible]

4

Measured Quantity

- Items that are physically measured in the field by inspector
- MOM and BOP provide specific requirements
- Overrun or underrun can occur without a contract modification if less than \$50,000
- Examples
 - Asphalt binder, ton
 - Prestressed beams, each
 - Longitudinal subdrain, feet
 - Seeding and fertilizing, acre

5

Lump Sum

- Bid amount that is complete payment for that item's work and includes all necessary work to complete the item
- No direct measurement will be made
- No specified MOM and a BOP of 1
- Cannot overrun in FieldBook
- Overruns are handled by creating an additional lump sum item with a contract modification
- Examples
 - Traffic control, lump sum
 - Mobilization, lump sum
 - Survey, lump sum

6

Incidental

- Items that are not bid and are part of the contract item
- No direct measurements or payment will be made
- Examples
 - Heating frozen ground prior to placement of structural concrete
 - Surface preparation and painting of structural steel
 - Saw cut and joint sealing for PCC pavement
 - Application of tack coat for HMA pavement
 - Certified plant inspection for HMA and PCC

7

Method of Measurement

- Standard Specification 1109.01 and CM 3.10
- Work will be measured according to the MOM in the contract documents
- Measurements taken in prescribed units
- Each entry must include
 - Date
 - Item of work
 - Location including station, left, right, pier number etc...
 - Proper measurements
 - Name of inspectors making measurement
 - Name of inspector entering measurement

8

Basis of Payment

- Standard Specification 1109.03 A. and CM 3.11
- Identifies how an item should be paid and what is included
- Based on the actual quantity of work performed
- For acceptable work, the contractor shall receive and accept compensation at the rate specified in the contract
- Extra work not covered by the contract will be paid for by agreed price or by force account
- Deficient work will be paid at a reduced rate determined by the engineer

9

Scope of Payment

- Standard Specification 1109.02
- Contractor accepts compensation provided as full payment for
 - Furnishing all material, labor, tools, and equipment for performing work
 - Costs arising from acts of nature, performance or non-performance of other contractors or parties, injections or lawsuits resulting from unforeseen events
- Contractor may contest payment under the provisions of Standard Specification 1109.10

10

Cancelled Work

- Standard Specification 1109.04
- Contracting authority has the right to cancel any or all contract items due to
 - Unforeseen circumstances
 - Unanticipated design changes
 - Unreasonable delay of completion beyond control of contractor
 - Determined to be in public interest by contracting authority
- Contractor may be delayed in starting work and may request cancellation of work
- Delays that occur prior to starting work cannot be used as a basis of claim by the contractor except to extend the contract period

11

Cancelled Work

- Paid at contract unit prices for work completed and may request additional compensation for major item of work
- Major item of work are items that are either
 - Greater than 10% of the award amount
 - Greater than \$50,000
- Materials ordered and delivered are paid at invoiced costs, not to exceed 80% of authorized amount of item plus 10% overhead charge
- Expenses sustained from cancellation or restocking are also paid excluding profit

12

Partial Payments

- Standard Specification 1109.05 A.
- Progress estimate payments will be made for work that is completed and is acceptable
 - Monthly
 - Bi-weekly if requested by contractor on primary or secondary projects
- Iowa DOT is typically bi-weekly and weekly for mega projects with high quantity dollar postings
- Work that is not acceptable or is not properly documented should not be included

13

Stockpiled Material

- Standard Specification 1109.05 A. and CM 2.51
- Applicable to contracts with an award amount of \$10,000 or more
- Allows for payment of materials specifically fabricated or processed for the project provided they are
 - Invoiced and received
 - Stored on project or offsite
 - Can be inspected and verified
 - Properly documented
 - Marked and designated for project
- Payment is based on
 - 100% of invoice cost of material properly documented and stored on project
 - 90% of invoice cost of material properly documented and stored offsite
- Payment cannot exceed 80% of the authorized amount for the item
- Can be extended to raw steel

14

Prompt Payment Complaints

- Standard Specification 1109.05 D.
- Steps - contractor
 1. Discuss with inspector
 2. Discuss with engineer
 3. Submit written complaint to engineer
 4. Submit written complaint to Civil Rights Bureau on form 650197
- Steps – subcontractor
 1. Discuss with contractor
 2. Discuss with engineer
 3. Submit written complaint to contractor
 4. Submit written complaint to Civil Rights Bureau on form 650197
- Department will investigate and provide written response within 15 business days of receipt of the complaint

Payment

1. What criteria must be met for stockpiled materials payment?
2. If work is cancelled by the contracting authority, describe potential material payment obligations.
3. True or false, incidental items need to be measured.
4. What should be the first step if the contractor has concerns regarding prompt payment?
5. How many calendar days does the contractor have to pay the subcontractor after they have received payment from the contracting authority for the subcontractor's work?
6. Where can an inspector look in the specification to find guidance on MOM and BOP for a contract item?
7. What are the two ways in which an item can be designated a plan quantity item?

8. What is the difference between a lump sum item and a plan quantity item?
9. A contractor constructing a bridge with a causeway experiences flooding from a rain event that washes away the causeway, is the contractor entitled to costs associated with rebuilding the causeway?
10. What should be included with each entry of a measured item?
11. What is the maximum length of time between progress payments and what is typical for Iowa DOT projects?
12. True or false, it is the inspector's responsibility to resolve all subcontractor prompt pay issues.

1109.01 MEASUREMENT OF QUANTITIES.

The work completed under the contract will be measured in accordance with the contract documents. The standards of the US DOT, FHWA, and ASTM SI-10 will be used.

A. Methods of Measurement.

1. Payment will be based on the actual quantity of work performed under the various classifications of work in the contract unless otherwise provided below or in the method of measurement for the various classes of work.
2. For items to be paid for by plan quantity by specification or plan quantity agreement, by written agreement between the Contractor and the Engineer, final settlement may be made on the basis of contract quantities without final field measurements. This agreement may be made before work is started or after work has been completed, if no material deviation from the original plans is involved. Except for those items for which quantities cannot be accurately predetermined, the contract quantities have been accurately and properly estimated, but adjustments will be made for obvious errors or authorized changes. The Engineer will exercise such controls and make such measurements as are necessary to assure that each item of work is done in substantial compliance with the contract documents. The use of this agreement for payment shall not be considered as a change in the contract.

1109.02 SCOPE OF PAYMENT.

- A.** The Contractor shall accept the compensation herein provided as full payment for furnishing all material, labor, tools, and equipment and for performing all work under the contract or any extension thereof allowed under [Article 1108.07](#); also, for all cost arising from the action of the elements or other natural causes, agreements, and performances, non-performances, or delays involving other contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in and of itself be construed to prejudice or deny any claim filed under provisions of [Article 1109.10](#).
- B.** The contract price for any item shall be full compensation for acceptable work and for materials, equipment, tools, and labor for performance of all work necessary to complete the item in accordance with the contract documents, except as specifically exempt in the clauses covering the basis of payment for the item.

1109.03 PAYMENT FOR WORK PERFORMED.

The Contractor shall receive and accept payment for work performed under the contract as follows:

A. Items of Work Performed Which Are Covered by Definite Prices Stipulated in the Contract.

1. For all items of acceptable work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract, except for items identified as that of significant change as provided in [Article 1109.14](#).
2. In making contract adjustments, consideration will be given to the portion of the cost of the work that can be classified as fixed costs, independent of the exact quantity of work performed, such as transportation and installation costs on equipment, overhead cost, etc. Any price adjustment will be arrived at from the standpoint that neither party to the contract shall be penalized by the increase or decrease in quantities which occasioned the price adjustment.

B. Extra Work.

Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for either at an agreed price or on a force account basis.

1. Agreed Price Basis.

For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement before the work is undertaken. This written agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

2. Force Account Basis.

- a. For extra work performed on a force account basis, the Contractor shall receive the rate of wage (or scale) agreed to in writing with the Engineer before beginning work for each and every hour that laborers, timekeepers, supervisors, and superintendents are actually engaged in work.
- b. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when the amounts are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.
- c. An amount equal to 35% of the sum of the above items will also be paid to the Contractor. The 35% shall cover compensation for furnishing the necessary small tools for work, together with all other overhead items of expense.
- d. For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work, the Contractor shall receive the actual cost, to which 10% will be added. The Contractor shall furnish evidence of the rate or rates paid for such bond, insurance, and tax.
- e. The wage of the superintendent, timekeeper, or supervisor who is employed partly on force account work and partly on other work shall be prorated between two classes of work according to the number of persons shown by the payrolls as employed on each class of work.
- f. For materials used on force account work, the Contractor shall receive the actual cost of materials delivered on the work, including the freight and handling charges as shown by original receipted bills, to which cost will be added a sum equal to 15% thereof.
- g. Rental rate for machinery, tools, or equipment (except small hand tools which may be used) and fuel and lubricants shall be based on the average monthly rental rate published in the Equipment Watch Cost Recovery. The Engineer and the Contractor shall agree on a rental rate in writing before extra work on force account basis is performed. Profit percentage shall not be added to the rental rate.
- h. Compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done on a force account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overhead, and profit.
- i. At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force account basis, using the Contracting Authority's standard force account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Engineer and one to the Contractor. Claims for extra work performed on a force account basis shall be submitted to the Engineer in triplicate. To the claims shall be attached such receipts or statements as the Engineer may require in support of such claims. Such claims shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges on machinery, tools, and equipment, and all material charges insofar as they are available.

3. Extra Work Performed by the Subcontractor.

The percentage markup to be allowed to the Contractor for extra work, including force account work, performed by a Subcontractor shall be in accordance with the following:

- 10% on the first \$50,000 with a \$100 minimum.
- 5% on the portion over \$50,000.

C. Deficient Work.

1. Payment for work judged by the Engineer to be deficient work will be made at the reduced rate specified in the contract documents or, if no such rate is specified, at a modification of the contract price, as determined by the Engineer.
2. All contract price adjustments will be subject to the concurrence of the Contracting Authority.

1109.04 CANCELLED WORK.

- A.** The Contracting Authority will have the right to cancel any or all items from the contract when unforeseen circumstances, unanticipated design changes, or other reasons beyond the control of the Contractor prevent or unreasonably delay completion of the contract or certain items of the contract, or when the Contracting Authority determines that cancellation is in the public or national interest.
- B.** The Contractor may be prevented from starting work on a contract or an identified phase of a contract as a result of a delay caused by the Contracting Authority or others.
- C.** When the contract period is defined by the Approximate Starting Date and the delay prevents the Contractor's starting work on the contract or an identified phase of the contract for 30 calendar days beyond such date, the Contractor may request cancellation by written notice to the Engineer, stating the reasons therefore.
- D.** When the contract period is defined by the Late Start Date and the delay prevents the Contractor's starting for more than 30 calendar days after the date of award of contract and at least 30 calendar days beyond the date which, by notice to the Engineer, the Contractor proposed to start work, the Contractor may request cancellation by written notice to the Engineer, stating the reasons therefore.
- E.** In either case, within 30 calendar days from the date of the request, the Engineer will eliminate or minimize, if possible, the cause for the delay and issue a notice to proceed, redefine the basis on which the work is to proceed, or cancel the contract or phase of the contract.
- F.** The Contractor shall not use delays that occur prior to starting work or an identified phase of the work as a basis of a claim against the Contracting Authority except for an extension of contract period.
- G.** Notices described in this article should be transmitted by certified mail.
- H.** For finished portions of non-major items canceled, the Contractor will be paid at the contract unit prices, in accordance with the provisions of [Article 1109.03](#). For finished portions of major items canceled, the Contractor will be paid as provided in [Article 1109.14](#). For all items, materials ordered and delivered for the unfinished portion of such canceled or omitted items, the Contracting Authority will pay invoiced cost, not to exceed 80% of the authorized amount of associated bid item, plus 10% as an overhead charge. The Contractor's expense for work of handling or transporting this material shall be included in computing the cost. The Contracting Authority will also pay any actual expenses sustained by the Contractor by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included. Material paid for shall become the property of the Contracting Authority and shall be disposed of as directed by the Engineer.

1109.05 PARTIAL PAYMENTS.

A. Progress Payments.

1. For work extending over a period of more than one month, the Contractor will receive monthly progress estimate payments based on the amount of work completed. For Primary and Secondary projects in which the Contracting Authority is the Department or a county Board of Supervisors, these progress payments will be bi-weekly if requested by the Contractor. For late payment, the Contracting Authority will pay a penalty of 1.0% per month (or part of a month), or a minimum of \$250, whichever is the greater amount, on any work completed but not processed for payment within 14 calendar days after completion of the work. Completion of the work includes physical completion of the work and submittal of all paperwork required by the contract.
2. On contracts for which the contract sum is \$10,000 or more, payments may be allowed based on value of processed or fabricated materials or rolled steel products which have been delivered on the work or 90% of the value of processed or fabricated material, or rolled steel products, reserved for the project and stored elsewhere conform to the requirements of the contract and the manner of storage is satisfactory to the Engineer. Payment of this materials allowance will not exceed 80% of the authorized amount of the associated bid item. Contractor is responsible for damages and material losses until the material is incorporated into the work and the work is accepted.
3. Should a reasonable doubt arise as to the integrity of any part of the completed work, the payment for that portion will not be allowed until the cause for such doubt has been removed. The Engineer's estimates of work completed will result in partial payments on the contract sum, and the allowance of a progress payment by the Contracting Authority does not constitute final acceptance of the work upon which the payments are based.
4. The Contractor shall sign the final voucher certifying the quantities are just and unpaid.

B. Prompt Payment to Subcontractors.

1. The Contractor shall promptly pay each subcontractor. Any delay or postponement of payment among the parties may take place only for good cause, with written notification to the subcontractor. A payment, excluding subcontractor retainage, to a subcontractor for satisfactory performance of the subcontractor's work shall be made by the Contractor no later than one of the following, as applicable:
 - a. 7 calendar days after the Contractor receives payment for the subcontractor's work.
 - b. 7 calendar days after the Contractor could have received payment for the subcontractor's work, if the reason for nonpayment is not the subcontractor's fault.
2. The Contractor may withhold up to 5% of each progress estimate on work performed by subcontractors as subcontractor retainage.
3. Subcontractor retainage shall be payable by the Contractor within 30 calendar days after satisfactory completion of the work by the subcontractor. Subcontractor's work is satisfactorily completed when all requirements called for in the subcontract have been accomplished and required documentation provided by subcontractor. Non-bonded subcontractors may be required to submit proof of payment for all material bills and wages to the Contractor before the Contractor is required to pay the subcontractor retainage.

D. Complaints.

1. Compliance with prompt payment is the responsibility of both the Contracting Authority and Contractor.
2. If the Contractor feels the Contracting Authority has not complied with the prompt payment provisions, the initial attempt to resolve the issue shall be with the Project Engineer, stating the project number, items of work, quantities, unit prices, dates work was performed, total amount owed, and signature of a representative of the Contractor.
3. If a subcontractor feels the Contractor has not complied with the prompt payment provisions, the initial attempt to resolve the issue shall occur with the Contractor. The attempt to resolve the issue shall include at least one written request to the Contractor, stating the project number, items of work, quantities, unit prices, dates work was performed, total amount owed, and signature of a representative of the subcontractor.
4. If the initial attempt to resolve the issue does not result in satisfactory payment for completed work, the Contractor or subcontractor shall submit a written complaint to ~~OES~~-Civil Rights Bureau on Form 650197. The written complaint shall include copies of the correspondence with the Project Engineer or Contractor that provides the details stated above. The Department will investigate and provide written response to the complainant within 15 business days of receipt of the complaint.

3.11 MEASUREMENT OF PAY QUANTITIES AND RETENTION OF RECORDS

Sometimes the documentation of measurements and computation of actual work completed have been careless and incomplete. Noting measurements and making computations of pay quantities on scratch paper and transferring totals to the field book are not permitted.

Measurement of Pay Quantities

Measurements in the units prescribed in the specifications shall be entered directly in the proper field book. Each entry must include the date, type of work covered, location, proper measurements, and extensions. Names of each inspector making measurements must be included. Each entry shall close with the signature of the individual who makes the entry. The location should be accurately identified by means of station numbers, right or left side, pier number, etc.

Computation of areas, volumes, or lengths should be checked by a different inspector using the figures entered in the field book. All checks are to be initialed by the inspector making this verification.

Specifications provide that some items, such as reinforcing steel and structural steel, are to be paid on the basis of design weights. Other items to be paid on a weight basis must be supported by scale tickets. Scale tickets are to be authenticated by an inspector or weighmaster at the point of weighing and again at the point of delivery at the job site by the project inspector. For small quantities 200 Mg or less/day (200 tons or less/day) of granular material delivered to the job site, minimum acceptable authentication may be initialing by the inspector of the scale ticket at the point of delivery.

Quantities for each contract item and all extra work must stand on their own merits in every case. Payment for legitimate work by means of increasing quantities on another item to equal the money is *not* permitted.

2.50 CONTRACTOR PAYMENTS AND PRICE ADJUSTMENTS

2.51 PAYMENT FOR MATERIAL ALLOWANCE

[Specification 1109.05](#) allows for payment of material stored at the project site or, under certain conditions, at other locations. NOTE: The phrase "material allowance" is also referred to as "stockpiled material."

Payment for stockpiled material may be allowed for materials that will be incorporated in the project. Payment will not be considered for contracts with an award amount less than \$10,000. When reimbursement is allowed, payment will be based on:

- 100% of invoice cost for material properly documented and properly stored at the project, or
- 90% of invoice cost for material properly documented and stored elsewhere.
Storage locations must facilitate routine inspection by Iowa DOT personnel.

Payment of materials allowance will not exceed 80% of the authorized amount of the associated bid item.

When material is stockpiled off-site and Iowa DOT inspection of the material is not possible, the material may be paid for at 90% provided the following information has been submitted by the contractor:

1. Invoice cost of the material
2. Description and quantity of the material
3. Inspection reports, test reports, mill certifications and approved shop drawings
4. Location of the material
5. Material clearly marked for the County, Project Number, and contractor as reserved for that project, including photo(s) of stockpiled materials and photo(s) of product identification tags.

Material allowances could be extended to "raw" structural steel provided:

- a. "Raw" as used in this context means steel products that have been processed by a steel mill into plates, sheets, or shapes of standard mill dimensions. "Fabrication" is then taking these mill run products, and fabricating them into usable structural shapes as specified in the contract documents.
- b. Mill Certifications and Heat Numbers have been submitted and approved by the Construction and Materials Bureau.
- c. All shop drawings have been submitted and approved, including development of a fabrication shop "cutting diagram."
- d. Iowa DOT shop fabrication inspector has verified and inspected all "raw" steel as being delivered, properly marked for the project, and properly stored at the fabrication shop.

Pre-conditions for Material Allowances

- Payment for material allowances is based on actual invoiced cost. This means the contractor has ownership and/or control of any stockpiled material. Checking or verification of a contractor's payment may be required in instances where a project engineer deems it necessary. In lieu of checking, certification that the contractor owns or controls the material may suffice.
- Off-site material should be clearly identifiable to the project.
- Material considered for material allowances shall be specifically fabricated or processed for that project. By definition, fabricated items will require shop

drawings or shall be fabricated from standard Iowa DOT detail sheets.

NOTE: Aggregate is obviously not "fabricated," but is "processed" and can be considered unique as long as the material meets other applicable requirements of this pre-condition section and has been certified by the producer.

- The project engineer shall confirm the following items before payment is made.
 - a. Inspection or certification reports, test reports, and invoices are included in the project file or in the Construction and Materials Bureau.
 - b. Processed or fabricated material is satisfactorily stored, correctly identified, reserved for the project, and available for inspection to verify existence and quantity.
 - c. Provisions should be made for inspection to verify that quality has not deteriorated and that material has not been utilized for other projects. This inspection can be arranged through Materials, resident, or county offices near location of stored material.

The preconstruction conference is a good place to identify items for, or begin the discussion of, potential stockpiled material. Potential items can be identified, but no action needs to be taken until the material is available at the project or at other agreed locations.

Stockpile Documentation Work Sheet

Payment for material allowances must be documented and monitored. It will be necessary to maintain a project level work sheet covering:

- value and quantity of material being stockpiled
- location of stockpile (not on the project)
- dates of Iowa DOT inspections
- basis for material approval

The work sheet must show a running total for materials delivered and those used in construction of the project, including the total quantity and value of the remaining stockpiled materials. As materials are placed into "the stockpile," payment may be made by properly including the new amount to Item 8999 on the progress voucher.

Voucher Entries

An 8999 item number will be preprinted on the Contract Construction Progress Voucher for Stockpiled Material. (If an 8999 item number is not provided, one can be added by writing a contract modification to the contract for Stockpiled Material.) Field entries (dollars) in this item number authorize contractor payment for stockpiled materials. Payment will be based on the actual cost as shown by an invoice.

Value of the 8999 item will be decreased as stockpiled material is incorporated in the project and included as an appropriate contract pay item. The value of 8999 may fluctuate up or down during the project because of:

- Increased value as more material is stockpiled, or
- A decreased value as material is used on the project, i.e., stockpile is being depleted.

The final entry made concerning stockpiled material must:

- a. Zero (0) Item 8999 on the final voucher **AND**
- b. Zero (0) all stockpile quantities documented on the project work sheet

Instructions for processing material allowances in the FieldBook / FieldManager systems are detailed in their respective user's guide.

Miscellaneous

The term "material allowance" is used to designate material which will later be incorporated in the project and ultimately paid at contract unit prices. The term "unincorporated material" is used for material ordered for use on the project, but not used. Payment for material ordered, but not used and taken over by the contracting authority must be paid by contract modification.

2.52 PAYMENT FOR UNEXPECTED CLASS 12 ROCK EXCAVATION

When Class 12 excavation is unexpectedly encountered and there is no contract item for Class 12, the quantity of Class 12 will be paid for as Extra Work. (Refer to [Construction Manual 2.36](#) for procedure used to process a contract modification.)

Approval for Work

- CASE I (Contract has an item for Class 10.)
[Specification 2102.05, A, 1](#) establishes a price of ten times the Class 10 contract unit price for unexpected Class 12 excavation.
- CASE II (Contract does not have an item for Class 10.)
In this case a new price will have to be negotiated.

NOTE: When the contract contains items for special categories of Class 12, such as Class 12 (channel) or Class 12 (boulders), these items are not considered as representing normal Class 12 roadway and borrow excavation work.

2.53 PRICE ADJUSTMENT GUIDE FOR REASONABLY CLOSE CONFORMING, REASONABLY ACCEPTABLE, AND DEFICIENT WORK

Every effort should be made to prevent substandard work and/or noncomplying material from being incorporated into the project. However, when work and/or materials are deemed to be noncomplying, [Specifications 1105 and 1101](#) give authority to the project engineer for determining if construction work or materials are acceptable and/or within reasonably close conformity to the plans and specifications. Therefore, the project engineer must decide whether deficient work is to be removed and replaced or left in place with a price adjustment. Unusual situations or circumstances may warrant consultation with the Construction and Materials Bureau.

NOTE: A price adjustment is no substitute for specification compliance and "unacceptable work" shall always be removed and replaced with acceptable work. Further, contractors need to be given an option of removing deficient work and replacing with acceptable work in lieu of a price adjustment.

Price adjustments of \$100 or less need not be formalized in a contract modification.

Guide Schedules for Price Adjustments

A. Gradation

Unless otherwise specified, variations in the gradation of aggregates shall be price adjusted as prescribed by "Price Adjustment for Aggregate Gradation Test Deviation-in [Appendix 2-34\(A\)](#). These adjustments apply to variations in gradations for:

- Portland Cement Concrete

B. PCC Slump, Air Content, Rain Damage, and Edge Damage

1. Concrete Slump Price Adjustments are prescribed in [Appendix 2-34\(B\)](#). Concrete Air Content, Water Cement Ratio, Vibrator Frequency, Certified Plant Inspection, and Late Curing Application Price Adjustments are prescribed in [Appendix 2-34\(C\)](#).

2. Rain Damaged Portland Cement Concrete

FORMS

Forms

1

Background

- Used to properly and consistently document work accomplished and associated checks and tests
- Required for payment
- Will be referenced and checked during audit
- Found at
 - https://iowadot.gov/construction_materials/Inspection-tool
 - https://iowadot.gov/local_systems/Post-Letting-Resources/Inspection-Worksheets-Excel

2

Form Types

- Progress
 - Used to document
 - Install dates
 - Locations
 - Field quantity measurements
 - E001 through E043
 - Provided directly in FieldBook and Appia
 - Appia will be required for counties as of April 2022 letting
- Support
 - Used to document
 - Construction inspection activities
 - Field test results
 - E100 through E145
 - Download and complete electronically or by hand for each item
 - Stored in
 - Construction file
 - DocExpress working or pay item drawer
 - IDR attachment

3

Index to Pay Items

- Excel spreadsheet that provides a current listing of all available item codes
- Provides information on
 - Units
 - Progress form
 - Support forms
 - Contract document related to measurement/pay
 - Plan quantity designation
- https://iowadot.gov/construction_materials/Inspection-tool
- [https://iowadot.gov/Construction_Materials/inspection_tools/englishforms/current e pay items.xlsx](https://iowadot.gov/Construction_Materials/inspection_tools/englishforms/current_e_pay_items.xlsx)

4

Index to Pay Items

Index to English Item Forms Current as of February 2022 Letting							2/14/2022	
Items which are Plan Quantity for pay by specifications are in blue text								
Excavation items which may be Plan Quantity for pay by specifications in some uses but not in all cases are in orange text.								
Item Code	Description	Units	Form	Support Forms		Meas/ Pay	Plan Quantity	
							N	Y
2101-0850001	CLEARING & GRUBBING	ACRE	E001	E103		STD		Y
2101-0850002	CLEARING & GRUBBING	UNIT	E001	E103		STD		Y
2101-1001000	REMOVAL OF FLOOD DEBRIS	LS	E005			PLAN	N	
2102-0425046	SELECTED BACKFILL	CY	E012	E108		STD		Y
2102-0425070	SPECIAL BACKFILL	TON	E007	E110		STD	N	
2102-0425071	SPECIAL BACKFILL	CY	E004	E110		STD		Y
2102-0425120	SPECIAL BACKFILL MATERIAL, PLACE ONLY	TON	E007	E110		STD	N	
2102-0425220	SPECIAL BACKFILL MATERIAL, PLACE ONLY	CY	E004	E110		STD	N	
2102-2200000	INTERCEPTING DITCHES AND FLUMES	LF	E001			STD	N	
2102-2624980	CONTRACTOR FURNISH SELECT TREATMENT	CY	E006	E110		STD		Y
2102-2625000	EMBANKMENT-IN-PLACE	CY	E006	E110		STD	N	
2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	E006	E110		STD		Y
2102-2625010	EMBANKMENT-IN-PLACE, STOCKPILE	CY	E006			STD6	N	
2102-2710070	EXCAVATION CL 10, RDWY & BORROW	CY	E006	E110		STD	N	
2102-2710080	EXCAVATION CL 10, UNSTABLE MATL	CY	E006			STD	N	
2102-2710090	EXCAVATION CL 10, WASTE	CY	E006			STD	N	

5

Index to Pay Items

Spec Code	Spec Source
STD	Standard Specifications - including General Supplemental Specifications
STD2	Standard Specifications - including applicable Supplemental Specifications
STD3	Standard Specifications - including applicable Supplemental Specifications or Standard Road Plans
STD4	Standard Specifications - including applicable Standard Bridge Plans
STD5	Standard Specifications - including applicable Standard Road Plans
STD6	Standard Specifications - including applicable Special Provisions or Project Plan
DS	Developmental Specifications
SS	Supplemental Specifications
SS2	Supplemental Specifications or Project Plan
SP	Special Provisions
SP2	Special Provisions or Project Plan
SBP	Standard Bridge Plans
SRP	Standard Road Plans
PLAN	Project Plan
PROP	Proposal Form

6

Excavation CL 20 Example

Index to English Item Forms Current as of February 2022 Letting							2/14/2022	
Items which are Plan Quantity for pay by specifications are in blue text								
Excavation items which may be Plan Quantity for pay by specifications in some uses but not in all cases are in orange text.								
Item Code	Description	Units	Form	Support Forms	Meas/ Pay	Plan Quantity N	Y	
2402-2720000	EXCAVATION CL 20	CY	E004		STD	N		
2402-2720100	EXCAVATION CL 20 RDWY PIPE CULV	CY	E004		STD		Y	

- Reference 2402.04 B. and C. for further clarification
- Plan quantity for culverts when built without change in location, dimension, or elevation
- Not plan quantity for other structures or when modifications to location, dimension, or elevation of culvert are made

7

Excavation CL 20 Example

B. Excavation for Structures.

1. The quantity of Class 21 excavation measured, unless modified in Article 2402.05, will be shown in the contract documents.
2. For other classes of excavation, the quantity measured for payment will be that actually removed except as provided in this article for culverts. Unless required by the contract documents or ordered by the Engineer, measurement will not be made of material removed outside areas bounded by vertical planes parallel to the boundaries of the structure or part of structure and located as follows:
 - a. For concrete structures and parts of structures without footings, 36 inches outside the horizontal projection of the structure.

C. Excavation for Culverts.

1. When a culvert is built without a change in location, dimensions, or elevation, the quantities of Class 24 and Class 20 or Class 23 excavation as shown in the contract documents will be the quantity for which payment is made.
2. When the location, width, length, or flow line elevation of a culvert has been changed from that specified in the contract documents, the quantities of excavation will be measured by the Engineer as indicated above.

8

Process of Using Forms

- Inspector prepares books with hardcopy progress and support forms prior to beginning project for each item
- Inspector observes, reviews, tests, and measures work completed for items
- Hardcopy progress forms are
 - Completed on grade
 - Transferred into FieldBook or Appia
 - Permanently saved in construction file
- Hardcopy support forms are
 - Completed on grade
 - Filed in one of following locations
 - Construction file
 - DocExpress working or pay item drawer
 - IDR attachment
- Payment processing occurs based on FieldBook or Appia entries

9

FieldBook and Appia

- Additional information can be found at
 - https://iowadot.gov/construction_materials/Inspection-tool#48711422-guides--references
 - https://iowadot.gov/local_systems/Post-Letting-Resources/Doc-Express-and-Appia
- Specific training on these programs can be requested

10

Item 0080 Plan Quantity - FieldBook

Items (Contract: 31-0321-041)

Project: 31-0321-041 Category: <All>

Contractor: <All>

Find Prop. Line:

Items Summary

Item Description	Units	Item Code	Prop. Line	Quantity Placed	Quantity Paid	Authorized Quantity	Initial Quantity	Pending Changes	Unit Price	Auth. Amount	% Cont. Amt. (awrd)	Item Cnt	Item Type
EXCAVATION, CL 10, CHANNEL	CY	2104-2710020 0010		3,893.000	3,893.000	3,893.000	3,893.000	0.000	\$7.850000	\$30,560.05	2.2% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 20	CY	2402-2720000 0020		407.000	407.000	407.000	407.000	0.000	\$35.000000	\$14,245.00	1.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 21	CY	2402-2721000 0030		284.000	284.000	284.000	284.000	0.000	\$100.000000	\$28,400.00	2.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 22	CY	2402-2722000 0040		140.000	140.000	140.000	140.000	0.000	\$100.000000	\$14,000.00	1.0% Yes		ORIGINAL ITEM / PIT
STRUCT CONC (BRIDGE)	CY	2403-0100010 0050		275.200	275.200	275.200	226.500	0.000	\$472.500000	\$130,032.00	9.4% Yes		ORIGINAL ITEM / PIT
HIGH PERFORMANCE STRUC CONC	CY	2403-7000210 0060		403.800	403.800	403.800	447.400	0.000	\$520.000000	\$209,976.00	15.1% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL	LB	2404-7775000 0070		34,025.000	34,025.000	34,025.000	34,025.000	0.000	\$0.760000	\$25,859.00	1.9% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL EPOXY COATED	LB	2404-7775005 0080		118,343.000	118,343.000	118,343.000	82,132.000	0.000	\$0.840000	\$99,408.12	7.2% Yes		ORIGINAL ITEM / PIT

Overrun/underrun of plan quantity item results in contract modification

Quantity placed - initial quantity = contract modification amount

$$118,343.000 - 82,132.000 = 36,211.000$$

11

Item Postings by Item in IDR Order (Does not include Material Usage)

Posting Summary Page 1

3/9/2022 7:40 PM
FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Item: 2404-7775005 REINFORC STEEL, EPOXY COATED
Prop. Line: 0080 Unit: LB
Type: ORIGINAL ITEM Unit Price: \$0.84000 Auth. Qty: 118,343.000
Auth. Amt: \$99,408.12 Qty. Placed: 118,343.000
Qty. Paid: 118,343.000

IDR Date	Insp.	Seq No	Project	Catg	Contractor	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	483.000	Sta 17+58		6/11/2018	No	8a2 Wing Footing, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	363.000	Sta 17+58		6/11/2018	No	8a3 Wing Footing, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	175.000	Sta 17+58		6/11/2018	No	5b2 Wing Footing hoops, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	31.000	Sta 17+58		6/11/2018	No	5h2 Wing to Footing Anchor BFH, West abutment, Paid plan
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	31.000	Sta 17+58		6/11/2018	No	5h4 Wing to Footing Anchor FFH, West abutment, Paid plan
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	151.000	Sta 17+58		6/11/2018	No	5m1 Beam Steps Trans, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	259.000	Sta 17+58		6/11/2018	No	5d1 Backwall Vertical F.F, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	2,276.000	Sta 17+58		6/11/2018	No	8a1 Footing longit, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	194.000	Sta 17+58		6/11/2018	No	5e1 Backwall vertical, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	742.000	Sta 17+58		6/11/2018	No	5b1 Footing hoops, West Abutment

Contract: 31-0321-041

Page 1 of 3

12

Item Postings by Item in IDR Order (Does not include Material Usage)

Posting Summary Page 2

3/9/2022 7:39 PM

FieldManager 5.3a

IDR Date	Insp.	Seq No	Project	Catg	Contractor	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	83.000	Sta 17+58		6/11/2018	No	5n1 Beam Steps longit, West Abutment
6/11/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	782.000	Sta 17+58		6/11/2018	No	6d1 Backwall Vertical B.F, West Abutment
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	151.000	Sta 20+18		6/15/2018	No	5m1 Beam steps trans, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	403.000	Sta 20+18		6/15/2018	No	8a2 wing footing, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	283.000	Sta 20+18		6/15/2018	No	8a3 wing footing, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	2,276.000	Sta 20+18		6/15/2018	No	8a1 Footing longit, East abutment, Paid Plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	31.000	Sta 20+18		6/15/2018	No	5h4 wing to footing anchor FFH, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	184.000	Sta 20+18		6/15/2018	No	5e1 Maskwall vertical, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	31.000	Sta 20+18		6/15/2018	No	5h2 wing to footing anchor BFH, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	83.000	Sta 20+18		6/15/2018	No	5n1 Beam steps longit, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	742.000	Sta 20+18		6/15/2018	No	5b1 Footing hoops, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	729.000	Sta 20+18		6/15/2018	No	6d1 Backwall vertical B.F, east abutment, Paid plan

Contract: 31-0321-041

Page 2 of 3

Item Postings by Item in IDR Order (Does not include Material Usage)

Posting Summary Page 3


3/9/2022 7:46 PM

FieldManager 5.3a

IDR Date	Insp.	Seq No	Project	Catg	Contractor	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	237.000	Sta 20+18		6/15/2018	No	5d2 Backwall vertical F.F, east abutment, Paid plan
6/15/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	88.000	Sta 20+18		6/15/2018	No	5b2 Wing Footing hoops, east abutment, Paid plan
7/19/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	55,789.000	Sta 17+58		7/19/2018	No	Paid plan for deck steel. Did not pay for the plan error of steel, will pay later.
7/30/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	292.000	Sta 17+58		7/30/2018	No	Maskwall, north and south, on both east and west abutment
3/1/2019	john	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	51,454.000	Sta 17+58		3/1/2019	No	Pay to Plan
7/17/2019	john	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	0.000	Sta 0+00		7/17/2019	No	Item Double Checked

Contract: 31-0321-041

Page 3 of 3



Inspector's Daily Report

IDR 6/11/2018 page 1

6/18/2018 8:04 AM
 FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

IDR Date 6/11/2018	Day of Week Monday	Seq. No. 1	Import Date 6/18/2018	RCE's Name Hugh Holak	Managing Office MANCHESTER RCE
Inspector's Initials-Name ab Adam Boeckenedt			Federal Project Number 171219 S1		Elec. Attachments None
Prime Contractor JIM SCHROEDER CONSTRUCTION, INC.					
Entered By ab Adam Boeckenedt		Revised By		Revision Date	Revision No.
Temperatures Low: 63° F High: 77° F			Weather Mostly Cloudy		

Comments

Schroeder on site working. Putting bearings on Pier 2's cap. Finishing the forms and steel reinforcement layout on the west abutment. Working on the east abutment. Sta. 20+18, earth work and reinforcement steel. Poured west abutment today, 06-11-2018, made two beams, 6-11 A and 6-11 B.

**Took off 0.2 CY of the structural concrete in Postings due to the plan being off with the total. Will add later when the other unknown quantities are added up. The unknown is because the forms on the west abutment and the steel could not fit and forms where extended 4.5' to make the steel fit within forms.

Contractors

Contractor's Name	Personnel	No.	Hrs.	Equipment	No.	Hrs.
JIM SCHROEDER CONSTRUCTION, INC.						

Site Information

Site Number	Site Description	Days Charged	Contractor(s) Working	Hours Available	Hours Worked	Controlling Operations	Reason for Delays	Comments
00		1.000	Yes			Sub-Structure		West and East Abutment

Item Postings

Project: 31-0321-041, 171219 031 TMC
 Category: 0001, P-DESIGN NO. 1917; 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER B DGE

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Bkown ID	Attn
STRUCT CONC (BRIDGE)	2403-010010	0050	NHSX-032-1(41)-31-31	-0.200	CY		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: Plan doesn't add up. Need to put 0.2 on another posting.							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	483.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&2 Wing Footing, West Abutment							

Contract: 31-0321-041 DR: 6/11/2018, ab, 1 Page 1 of 3

15



Inspector's Daily Report

IDR 6/11/2018 page 2

6/18/2018 8:04 AM
 FieldManager 5.3a


Item Postings

Project: 31-0321-041, 171219 031 TMC
 Category: 0001, P-DESIGN NO. 1917; 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER B DGE

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Bkown ID	Attn
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	363.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&3 Wing Footing, West Abutment							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	175.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&2 Wing Footing hoops, West Abutment							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	31.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&2 Wing to Footing Anchor BFH, West abutment, Paid plan							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	31.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&4 Wing to Footing Anchor FFH, West abutment, Paid plan							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	151.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&1 Beam Steps Trans, West Abutment							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	259.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&1 Backwall Vertical F.F., West Abutment							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	2,276.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&1 Footing longit, West Abutment							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	194.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&1 Backwall vertical, West Abutment							
REINFORC STEEL, EPOXY COATED	2404-7775005	0090	Sta 17+58	742.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: S&1 Footing hoops, West Abutment							

Contract: 31-0321-041 DR: 6/11/2018, ab, 1 Page 2 of 3

16



Inspector's Daily Report

IDR 6/11/2018 page 3

6/18/2018 8:04 AM
 FieldManager 5.33

Item Postings

Project: 31-0321-041, 171219 031 TMC

Category: 0001, P-DESIGN NO. 1917; 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER B DGE

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Bridges ID	Attn
REINFORC STEEL, EPOXY COATED	2404-7775005	0080	Sta 17+56	83.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: 5x1 Beam Steps long, West Abutment							
REINFORC STEEL, EPOXY COATED	2404-7775005	0080	Sta 17+56	782.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: 6d1 Backwall Vertical B.F., West Abutment							
DISC BEARING ASSEMBLIES	2434-0000100	0140	Sta 18+33	5.000	EACH		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: Pier 1s cap							
DISC BEARING ASSEMBLIES	2434-0000100	0140	Sta 19+43	5.000	EACH		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: Pier 2s cap							

Reviewed By: _____ (Signature) _____ (Date)

483+ 363 + 175 + 31 + 31 + 151 + 259 +
 2,276 + 194 + 742 + 83 + 782

Matches entries on postings summary for
 6/11/2018

Contract: 31-0321-041
DR: 6/11/2018, ab, 1
Page 3 of 3

17



Contract Modification

6/26/2018 9:18 AM
 FieldManager 5.33

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
1		6/26/2018	\$945.23	\$1,388,040.68

Route: IOWA 32 (C34755)

Contract Location: NHSX-032-1(41)--3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG

Short Description
 Increase/Decrease Items

Description of Changes
 Decrease Item 0050, Structural Concrete (Bridge)
 Decrease Item 0060, High Performance Structural Concrete
 Increase Item 0080, Reinforcing Steel, Epoxy Coated

Contract Modification shall have no impact on working days for this project.


Increases / Decreases

Project: 31-0321-041, 171219 031 TMC

Category: 0001, P-DESIGN NO. 1917; 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER B, DGE

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity	Chg.	Unit Price	Dollar Value
STRUCT CONC (BRIDGE)	2403-0100010	0050	ORIGINAL	CY	48.700		472.50000	\$23,010.75
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards is the plan quantity for the west abutment footing. 2.6 cubic yards is the quantity that was changed due to having to bump the face of the abutment out to maintain the clearance for the reinforcing steel. Justification of costs: Contract Unit Price.								
HIGH PERFORMANCE STRUC CONC	2403-7000210	0060	ORIGINAL	CY	-43.600		520.00000	\$-22,672.00
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards will be decreased. Item will be increased by 2.5 cubic yards for the face being bumped out to accommodate the reinforcing steel clearance. Justification of costs: Contract Unit Price.								
REINFORC STEEL, EPOXY COATED	2404-7775005	0080	ORIGINAL	LB	722.000		0.84000	\$606.48
Reason: When forming the abutment backwall, it was determined that the 5g1 rebar on each abutment was only long enough for half of the roadway and that the 5g2 bars included quantity for only one wing on each abutment. The contractor was given a revised bar listing and the quantity adjustment for each item is provided as shown above. Justification of costs: Contract Unit Price.								

18



Contract Modification

8/23/2018 11:01 AM
 FieldManager 5.3a

Iowa Department of Transportation

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
2		8/23/2018	\$37,980.01	\$1,388,040.68

Route
IOWA 32 (C34755)

Contract Location
NHSX-032-1(41)--3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG

Entered By
Charles Seeland

Short Description
Add Items/Increase Items for reinforcing steel

Description of Changes
 Add Item 0425, Extra Transverse Steel, Invoice # 10217
 Add Item 0430, Extra Longitudinal Steel, Invoice # 10206
 Add Item 0435, Extra Stainless Reinforcing Steel, Invoice # 10242
Increase Item 0080, Reinforcing Steel, Epoxy Coated
 Increase Item 0090, Reinforcing Steel, Stainless Steel

Contract Modification will have no impact on working days for this contract.

Increases / Decreases
 Project: 31-0321-041, 171219 031 TMC WAIT
 Category: 0001, P-DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER B, DGE

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
REINFORC STEEL, EPOXY COATED	2404-7775005	0080	ORIGINAL LB		35,489.000	0.84000	\$29,810.76

Reason: There were 552 pieces of # 6 epoxy coated rebar, 40' 7" in length, totaling 33468 lbs., left out of the bar list in the project plans. This is shown on invoice #10206, dated 7-12-2018. There was 2021 lbs. of transverse steel on the skewed bridge ends that were left out of the bar list also. These are shown on Invoice # 10217, dated 7-18-2018. These were both Design errors.

Justification of costs: Contract Unit Price.

722.000 + 35,489.00 = 36,211.000 which matches items summary amount

19

Supporting Documentation

- Materials certifications in DocExpress pay items drawer
- <https://docexpress.com/drawers/22997>

Item 0320 Measured - FieldBook

Items (Contract 31-0321-041)

Project: 31-0321-041

Category: <All>

Contractor: <All>

Find Prop. Line:

Items Summary

Item Description	Units	Item Code	Prop. Line	Quantity Placed	Quantity Paid	Authorized Quantity	Initial Quantity	Pending Changes	Unit Price	Auth. Amount	% Cont. Amt. (awrd)	Item Cpt	Item Type
EXCAVATION, CL 10, CHANNEL	CY	2104-2710020	0010	3,893.000	3,893.000	3,893.000	3,893.000	0.000	\$7.85000	\$30,560.05	2.2% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 20	CY	2402-2720000	0020	407.000	407.000	407.000	407.000	0.000	\$35.00000	\$14,245.00	1.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 21	CY	2402-2721000	0030	284.000	284.000	284.000	284.000	0.000	\$100.00000	\$28,400.00	2.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 22	CY	2402-2722000	0040	140.000	140.000	140.000	140.000	0.000	\$100.00000	\$14,000.00	1.0% Yes		ORIGINAL ITEM / PIT
STRUCT CONC (BRIDGE)	CY	2403-0100010	0050	275.200	275.200	275.200	226.500	0.000	\$472.50000	\$130,032.00	9.4% Yes		ORIGINAL ITEM / PIT
HIGH PERFORMANCE STRUC CONC	CY	2403-7000210	0060	403.800	403.800	403.800	447.400	0.000	\$520.00000	\$209,976.00	15.1% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL	LB	2404-7775000	0070	34,025.000	34,025.000	34,025.000	34,025.000	0.000	\$0.76000	\$25,859.00	1.9% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL EPOXY COATED	LB	2404-7775005	0080	118,343.000	118,343.000	118,343.000	82,132.000	0.000	\$0.84000	\$99,408.12	7.2% Yes		ORIGINAL ITEM / PIT
REINF STEEL, STAINLESS STEEL	LB	2404-7775009	0090	4,438.000	4,438.000	4,438.000	3,695.000	0.000	\$3.15000	\$13,979.70	1.0% Yes		ORIGINAL ITEM / PIT
STRUCTURAL STEEL	LB	2408-7800000	0100	310,230.000	310,230.000	310,230.000	310,230.000	0.000	\$1.59700	\$495,437.31	35.7% Yes		ORIGINAL ITEM / PIT
STEEL EXTRUSION JOINT WINEOPRENE	LF	2413-1200000	0110	83.000	83.000	83.000	83.000	0.000	\$140.00000	\$11,620.00	0.8% Yes		ORIGINAL ITEM / PIT
NEOPRENE GLAND INSTALLATION + TEST	LF	2413-1200100	0120	83.000	83.000	83.000	83.000	0.000	\$25.00000	\$2,075.00	0.1% Yes		ORIGINAL ITEM / PIT
CONC BARRIER RAIL	LF	2414-6424110	0130	586.000	586.000	586.000	586.000	0.000	\$62.54000	\$36,648.44	2.6% Yes		ORIGINAL ITEM / PIT
DISC BEARING ASSEMBLIES	EACH	2434-0000100	0140	20.000	20.000	20.000	20.000	0.000	\$2,000.00000	\$40,000.00	2.9% Yes		ORIGINAL ITEM / PIT
PILE, STEEL, HP 10X57	LF	2501-0201057	0150	800.000	800.000	800.000	800.000	0.000	\$36.00000	\$28,800.00	2.1% Yes		ORIGINAL ITEM / PIT
BRIDGE WING ARMORING - EROSION STOPS	SY	2507-2638650	0160	48.310	48.310	32.000	32.000	0.000	\$75.00000	\$2,400.00	0.2% Yes		ORIGINAL ITEM / PIT
ENGINEER FABRIC	SY	2507-3250005	0170	2,017.000	2,017.000	1,900.000	1,900.000	0.000	\$3.00000	\$5,700.00	0.4% Yes		ORIGINAL ITEM / PIT
REVELMENT, CLASS E	TON	2507-6800061	0180	1,490.534	1,490.534	1,315.000	1,315.000	0.000	\$28.00000	\$36,820.00	2.7% Yes		ORIGINAL ITEM / PIT
EROSION STONE	TON	2507-8029000	0190	194.220	194.220	71.000	71.000	0.000	\$24.50000	\$1,739.50	0.1% Yes		ORIGINAL ITEM / PIT
CONSTRUCTION SURVEY	LS	2526-8285000	0200	1.000	1.000	1.000	1.000	0.000	\$10,000.00000	\$10,000.00	0.7% Yes		ORIGINAL ITEM / PIT
MOBILIZATION	LS	2533-4980005	0210	0.000	1.000	1.000	1.000	0.000	\$70,000.00000	\$70,000.00	5.0% Yes		ORIGINAL ITEM / PIT
(LUMP SUM ITEM) GIRDER ERECTION PLIS	LS	2599-9999010	0220	1.000	1.000	1.000	1.000	0.000	\$5,000.00000	\$5,000.00	0.4% Yes		ORIGINAL ITEM / PIT
PAVED SHLD, PCC (PANEL-BRIDGE END C	SY	2122-5190501	0230	25.000	25.000	25.000	25.000	0.000	\$87.80000	\$2,195.00	0.2% Yes		ORIGINAL ITEM / PIT
SHLD CONSTRUCTION, EARTH	STA	2123-7450000	0240	2.300	2.300	2.300	2.300	0.000	\$129.00000	\$296.70	0.0% Yes		ORIGINAL ITEM / PIT
BRIDGE APPROACH, BR-203	SY	2301-0600203	0250	477.200	477.200	477.200	477.200	0.000	\$176.00000	\$83,610.00	6.0% Yes		ORIGINAL ITEM / PIT
BRIDGE END DRAIN, DR-402	EACH	2503-0500402	0260	1.000	1.000	1.000	1.000	0.000	\$3,900.00000	\$3,900.00	0.3% Yes		ORIGINAL ITEM / PIT
TRAFFIC CONTROL	LS	2528-8445110	0270	0.000	0.000	1.000	1.000	0.000	\$1,400.00000	\$1,400.00	0.1% Yes		ORIGINAL ITEM / PIT
MULCH	ACRE	2601-2634100	0280	5.270	5.270	1.200	1.200	0.000	\$1,800.00000	\$2,160.00	0.2% Yes		ORIGINAL ITEM / PIT
SEED+FERTILIZE (RURAL)	ACRE	2601-2636043	0290	5.270	5.270	1.200	1.200	0.000	\$300.00000	\$360.00	0.0% Yes		ORIGINAL ITEM / PIT
STABILIZE CROP - SEED+FERTILIZE	ACRE	2601-2642100	0300	5.270	5.270	1.200	1.200	0.000	\$300.00000	\$360.00	0.0% Yes		ORIGINAL ITEM / PIT
TURF REINFORCEMENT MAT, TYPE 2	SD	2601-2643412	0310	0.000	0.000	71.000	71.000	0.000	\$60.00000	\$4,260.00	0.3% Yes		ORIGINAL ITEM / PIT
SILT FENCE	LF	2602-0000020	0320	2,147.000	2,147.000	750.000	750.000	0.000	\$2.00000	\$1,500.00	0.1% Yes		ORIGINAL ITEM / PR
RMVL OF SILT FENCE/SILT FENCE-DITCH C	LF	2602-0000071	0330	450.000	450.000	750.000	750.000	0.000	\$0.01000	\$7.50	0.0% Yes		ORIGINAL ITEM / PIT

Overrun of existing item less than \$50,000 therefore no contract modification

21

Iowa Department of Transportation

Item Postings by Item in IDR Order (Does not include Material Usage)

Posting Summary Page 1

3/9/2022 7:54 PM

FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Item: 2602-0000020 SILT FENCE

Prop. Line: 0320

Unit: LF

Auth. Qty: 750.000

Qty. Placed: 2,147.000

Type: ORIGINAL ITEM

Unit Price: \$2.00000

Auth. Amt: \$1,500.00

Qty. Paid: 2,147.000


IDR Date	Insp.	Seq No	Project	Catg	Contractor	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
6/19/2018	ab	1	31-0321-041	0002	THURN SEEDING, LLC	360.000	Sta 17+00 to Sta 19+00		6/20/2018	No	
10/16/2018	john	1	31-0321-041	0002	THURN SEEDING, LLC	344.000	Sta 17+75 to Sta 20+00		10/16/2018	No	Replaced quantity removed and added to as Project Progresses
11/27/2018	john	1	31-0321-041	0002	THURN SEEDING, LLC	1,443.000	Sta 16+00 to Sta 21+00		11/28/2018	No	Protection along Granger Creek
7/17/2019	john	1	31-0321-041	0002	THURN SEEDING, LLC	0.000	Sta 0+00		7/17/2019	No	Item Double Checked

Contract: 31-0321-041

Page 1 of 1

Page 1 of 1

22



Inspector's Daily Report

IDR 10/16/2018 page 1

FieldManager 5.3a

10/22/2018 6:32 AM
 FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

IDR Date 10/16/2018	Day of Week Tuesday	Seq. No. 1	Import Date 10/22/2018	RCE's Name Hugh Holak	Managing Office MANCHESTER RCE
Inspector's Initials-Name John Willenbring			Federal Project Number 171219 S1		Elec. Attachments None

Prime Contractor
JIM SCHROEDER CONSTRUCTION, INC.

Entered By John, John Willenbring	Revised By	Revision Date	Revision No.
---	-------------------	----------------------	---------------------

Temperatures Low: 30° F High: 55° F	Weather mostly sunny
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Comments
Dormark on Project today, continues PCC Barrier Rail, Formed and Poured PCC Concrete End Sections. Tschiggfrie Excavating on Project to begin Excavation Class 10 Channel Operations. Thurn Seeding on Project, update Erosion Control

Contractors

Contractor's Name	Personnel	No.	Hrs.	Equipment	No.	Hrs.
DORMARK CONSTRUCTION CO.						
THURN SEEDING, LLC						
TSCHIGGFRIE EXCAV. CO.						

Site Information

Site Number	Site Description	Days Charged	Contractor(s) Working	Hours Available	Hours Worked	Controlling Operations	Reason for Delays	Comments
00		1,000	Yes			Excavation Class 10 Channel		

Item Postings

Project: 31-0321-041, 171219 031 TMC


Category: 0001, P:DESIGN NO. 1917; 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER B DGE

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Bridg ID	Attn
CONC BARRIER RAIL	2414-6424110	0130	Sta 17+47 to Sta 20+26	586.000	LF		

Contractor: DORMARK CONSTRUCTION CO.
Item Remarks: PCC Barrier Rail

Contract: 31-0321-041
DR: 10/16/2018, John, 1
Page 1 of 2

23



Inspector's Daily Report

IDR 10/16/2018 page 2

FieldManager 5.3a

10/22/2018 6:32 AM
 FieldManager 5.3a

Item Postings

Project: 31-0321-041, 171219 031 TMC

Category: 0002, P:ROADWAY ITEMS

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Bridg ID	Attn
SILT FENCE	2602-0000020	0320	Sta 17+75 to Sta 20+00	344.000	LF		
Contractor: THURN SEEDING, LLC Item Remarks: Replaced quantity removed and added to as Project Progresses							
RMV. OF SILT FENCE/SILT FENCE DITCH CHECK	2602-0000071	0330	Sta 19+00 to Sta 20+00	450.000	LF		
Contractor: THURN SEEDING, LLC Item Remarks: Removed for Project Progress							
MAINT OF SILT FENCE/SILT FENCE DITCH CHECK	2602-0000101	0340	Sta 17+00	75.000	LF		
Contractor: THURN SEEDING, LLC Item Remarks: Maint to existing Silt Fence							
MOBILIZATION, EROSION CONTROL	2602-0010010	0400	Sta 17+00	1.000	EACH		
Contractor: THURN SEEDING, LLC Item Remarks: Mobilization for Erosion Control							

Reviewed By: _____ (Signature) _____ (Date)

344

Matches entries on postings summary for 10/16/2018

Contract: 31-0321-041
DR: 10/16/2018, John, 1
Page 2 of 2

24

Supporting Documentation

- Materials certifications in DocExpress pay items drawer
- <https://docexpress.com/drawers/22997>

25

Item 0170 Measured - FieldBook

Items (Contract: 31-0321-041)

Project: 31-0321-041

Category: <All>

Contractor: <All>


Find Prop. Line:

Items Summary

Item Description	Units	Item Code	Prop. Line	Quantity Placed	Quantity Paid	Authorized Quantity	Initial Quantity	Pending Changes	Unit Price	Auth. Amount	% Cont. Amt. (awrd)	Item Cpt	Item Type
EXCAVATION, CL 10, CHANNEL	CY	2104-2710020 0010		3,893.000	3,893.000	3,893.000	3,893.000	0.000	\$7.85000	\$30,560.05	2.2% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 20	CY	2402-2720000 0020		407.000	407.000	407.000	407.000	0.000	\$35.00000	\$14,245.00	1.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 21	CY	2402-2721000 0030		284.000	284.000	284.000	284.000	0.000	\$100.00000	\$28,400.00	2.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 22	CY	2402-2722000 0040		140.000	140.000	140.000	140.000	0.000	\$100.00000	\$14,000.00	1.0% Yes		ORIGINAL ITEM / PIT
STRUCT CONC (BRIDGE)	CY	2403-0100010 0050		275.200	275.200	275.200	226.500	0.000	\$472.50000	\$130,032.00	9.4% Yes		ORIGINAL ITEM / PIT
HIGH PERFORMANCE STRUC CONC	CY	2403-7000210 0060		403.800	403.800	403.800	447.400	0.000	\$520.00000	\$209,976.00	15.1% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL	LB	2404-7775000 0070		34,025.000	34,025.000	34,025.000	34,025.000	0.000	\$0.76000	\$25,859.00	1.9% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL, EPOXY COATED	LB	2404-7775005 0080		118,343.000	118,343.000	118,343.000	82,132.000	0.000	\$0.84000	\$99,408.12	7.2% Yes		ORIGINAL ITEM / PIT
REINF STEEL, STAINLESS STEEL	LB	2404-7775009 0090		4,438.000	4,438.000	4,438.000	3,695.000	0.000	\$3.15000	\$13,979.70	1.0% Yes		ORIGINAL ITEM / PIT
STRUCTURAL STEEL	LB	2408-7800000 0100		310,230.000	310,230.000	310,230.000	310,230.000	0.000	\$1.59700	\$495,437.31	35.7% Yes		ORIGINAL ITEM / PIT
STEEL EXTRUSION JOINT W/NEOPRENE	LF	2413-1200000 0110		83.000	83.000	83.000	83.000	0.000	\$140.00000	\$11,620.00	0.8% Yes		ORIGINAL ITEM / PIT
NEOPRENE GLAND INSTALLATION + TEST LF	LF	2413-1200100 0120		83.000	83.000	83.000	83.000	0.000	\$25.00000	\$2,075.00	0.1% Yes		ORIGINAL ITEM / PIT
CONC BARRIER RAIL	LF	2414-6424110 0130		586.000	586.000	586.000	586.000	0.000	\$62.54000	\$36,648.44	2.6% Yes		ORIGINAL ITEM / PIT
DISC BEARING ASSEMBLIES	EACH	2434-0000100 0140		20.000	20.000	20.000	20.000	0.000	\$2,000.00000	\$40,000.00	2.9% Yes		ORIGINAL ITEM / PIT
PILE, STEEL, HP 10x57	LF	2601-0201067 0160		900.000	900.000	900.000	900.000	0.000	\$36.00000	\$28,800.00	2.1% Yes		ORIGINAL ITEM / PIT
BRIDGE WING ARMORING - EROSION STOSY	SY	2507-2638650 0160		48.310	48.310	32.000	32.000	0.000	\$75.00000	\$2,400.00	0.2% Yes		ORIGINAL ITEM / PIT
ENGINEER FABRIC	ISY	2507-3250005 0170		2,017.000	2,017.000	1,900.000	1,900.000	0.000	\$3.00000	\$5,700.00	0.4% Yes		ORIGINAL ITEM / PIT
REVTMENT, CLASS E	TON	2507-6800061 0180		1,490.534	1,490.534	1,315.000	1,315.000	0.000	\$28.00000	\$36,820.00	2.7% Yes		ORIGINAL ITEM / PIT

Overrun of existing item less than \$50,000 therefore no contract modification

26



Iowa Department of Transportation

Item Postings by Item in IDR Order (Does not include Material Usage)

Posting Summary Page 1

3/13/2022 10:57 AM

FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Item: 2507-3250005 ENGINEER FABRIC

Prop. Line: 0170 **Unit:** SY

Type: ORIGINAL ITEM **Unit Price:** \$3.00000

Auth. Qty: 1,900.000 **Qty. Placed:** 2,017.000


Auth. Amt: \$5,700.00 **Qty. Paid:** 2,017.000

IDR Date	Insp.	Seq No	Project	Catg	Contractor	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
7/30/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	160.333	Sta 17+58		7/30/2018	No	West abutment embedded revetment berm
7/30/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	99.667	Sta 20+18		7/30/2018	No	East abutment embedded revetment berm
11/13/2018	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	1,640.000	Sta 100+12 to Sta 104+97		11/13/2018	No	Paid to Plan
4/8/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	-1,640.000	Sta 100+12 to Sta 104+97		4/8/2019	No	Adjust Quantity
4/8/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	150.000	Sta 16+00 to Sta 18+10		4/8/2019	No	West Berm Rt Channel Slope
4/8/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	539.378	Sta 17+75 to Sta 18+05		4/8/2019	No	West Berm
4/8/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	150.000	Sta 18+25 to Sta 19+00		4/8/2019	No	East Berm Rt Channel Slope
4/8/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	250.000	Sta 18+75 to Sta 19+50		4/8/2019	No	West Berm Lt Channel Slope
4/8/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	151.111	Sta 19+00 to Sta 19+25		4/8/2019	No	East Berm Lt Channel Slope
4/8/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	399.558	Sta 19+75 to Sta 20+04		4/8/2019	No	East Abutment Berm
6/13/2019	john	1	31-0321-041	0001	TSHIGGFRIE EXCAV. CO.	116.955	Sta 16+00 to Sta 21+50		6/13/2019	No	Added Quantity reflects Total Measured areas.
7/17/2019	john	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	0.000	Sta 0+00		7/17/2019	No	Item Double Checked

Contract: 31-0321-041

Page 1 of 1

27



Iowa Department of Transportation

Inspector's Daily Report

IDR 7/30/2018 page 1

8/6/2018 7:04 AM

FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER


IDR Date 7/30/2018	Day of Week Monday	Seq. No. 1	Import Date 8/6/2018	RCE's Name Hugh Holak	Managing Office MANCHESTER RCE
Inspector's Initials-Name ab Adam Boeckenstedt			Federal Project Number 171219 S1		Elec. Attachments None
Prime Contractor JIM SCHROEDER CONSTRUCTION, INC.					
Entered By ab, Adam Boeckenstedt		Revised By		Revision Date	Revision No.
Temperatures Low: 60° F High: 79° F			Weather Mostly Sunny		
Comments Schroeder on site working. Tying reinforcement bars for the north and south rails. Beam broke at 721.8 psi, 7 days for deck pour, they are good to remove forms. Paid: deck pour, maskwall, rail bottom steel (north and south)					
Contractors					
Contractor's Name	Personnel	No.	Hrs.	Equipment	No. Hrs.
JIM SCHROEDER CONSTRUCTION, INC.					
Site Information					
Site Number	Site Description	Days Charged	Contractor(s) Working	Hours Available	Hours Worked
00		1,000	Yes		
				Controlling Operations	Reason for Delays
				Superstructure	Deck rails
Item Postings					
Project: 31-0321-041, 171219 031 TMC					
Category: 0001, P-DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER B DGE					
Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit Bkdn ID Attn
HIGH PERFORMANCE STRUC CONC	2403-7000210	0060	Deck	290.300	CY
Contractor: JIM SCHROEDER CONSTRUCTION, INC.					
HIGH PERFORMANCE STRUC CONC	2403-7000210	0060	Maskwall east and west abutment	3.200	CY
Contractor: JIM SCHROEDER CONSTRUCTION, INC.					
Item Remarks: Maskwall quantity plan could be off.					

Contract: 31-0321-041

IDR: 7/30/2018, ab, 1

Page 1 of 2

28



Inspector's Daily Report

8/6/2018 7:04 AM

FieldManager 5.3a

IDR 7/30/2018 page 2

Item Postings

Project: 31-0321-041, 171219 031 TMC

Category: 0001, P-DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER B DGE

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Broken ID	Attn
REINFORC STEEL EPOXY COATED	2404-7775005	0090	Sls 17+56	292.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: Maskwall, north and south, on both east and west abutment							
REINF STEEL STAINLESS STEEL	2404-7775009	0090	Sls 17+56	3,563.000	LB		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: Deck rails north and south bottom bars							
STEEL EXTRUSION JOINT W/NEOPRENE	2413-1200000	0110	Sls 17+56	83.000	LF		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: Expansion joint east and west abutment							
ENGINEER FABRIC	2507-3250005	0170	Sls 17+56	160.333	SY		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: West abutment embedded revetment berm							
ENGINEER FABRIC	2507-3250005	0170	Sls 20+18	99.667	SY		
Contractor: JIM SCHROEDER CONSTRUCTION, INC. Item Remarks: East abutment embedded revetment berm							

160.333 + 99.667

Matches entries on postings summary for 7/30/2018

Reviewed By: _____ (Signature)

_____, _____ (Date)

Contract: 31-0321-041

DR: 7/30/2018, ab, 1

Page 2 of 2

29

Supporting Documentation

- Materials certifications in DocExpress pay items drawer
- <https://docexpress.com/drawers/22997>

30

Item 0180 Measured - FieldBook

Items (Contract: 31-0321-041)

Project: 31-0321-041 Category: <All>

Contractor: <All>

Find Prop. Line:

Items Summary

Item Description	Units	Item Code	Prop. Line	Quantity Placed	Quantity Paid	Authorized Quantity	Initial Quantity	Pending Changes	Unit Price	Auth. Amount	% Cont. Amt. (awrd)	Item Cpt	Item Type
EXCAVATION, CL 10, CHANNEL	CY	2104-2710020	0010	3,893.000	3,893.000	3,893.000	3,893.000	0.000	\$7.85000	\$30,560.05	2.2% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 20	CY	2402-2720000	0020	407.000	407.000	407.000	407.000	0.000	\$35.00000	\$14,245.00	1.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 21	CY	2402-2721000	0030	284.000	284.000	284.000	284.000	0.000	\$100.00000	\$28,400.00	2.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 22	CY	2402-2722000	0040	140.000	140.000	140.000	140.000	0.000	\$100.00000	\$14,000.00	1.0% Yes		ORIGINAL ITEM / PIT
STRUCT CONC (BRIDGE)	CY	2403-0100010	0050	275.200	275.200	275.200	226.500	0.000	\$472.50000	\$130,032.00	9.4% Yes		ORIGINAL ITEM / PIT
HIGH PERFORMANCE STRUC CONC	CY	2403-7000210	0060	403.800	403.800	403.800	447.400	0.000	\$520.00000	\$209,976.00	15.1% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL	LB	2404-7775000	0070	34,025.000	34,025.000	34,025.000	34,025.000	0.000	\$0.76000	\$25,859.00	1.9% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL, EPOXY COATED	LB	2404-7775005	0080	118,343.000	118,343.000	118,343.000	82,132.000	0.000	\$0.84000	\$99,408.12	7.2% Yes		ORIGINAL ITEM / PIT
REINF STEEL, STAINLESS STEEL	LB	2404-7775009	0090	4,438.000	4,438.000	4,438.000	3,695.000	0.000	\$3.15000	\$13,979.70	1.0% Yes		ORIGINAL ITEM / PIT
STRUCTURAL STEEL	LB	2408-7800000	0100	310,230.000	310,230.000	310,230.000	310,230.000	0.000	\$1.59700	\$495,437.31	35.7% Yes		ORIGINAL ITEM / PIT
STEEL EXTRUSION JOINT W/NEOPRENE	LF	2413-1200000	0110	83.000	83.000	83.000	83.000	0.000	\$140.00000	\$11,620.00	0.8% Yes		ORIGINAL ITEM / PIT
NEOPRENE GLAND INSTALLATION - TEST LF	LF	2413-1200100	0120	83.000	83.000	83.000	83.000	0.000	\$25.00000	\$2,075.00	0.1% Yes		ORIGINAL ITEM / PIT
CONC BARRIER RAIL	LF	2414-6424110	0130	596.000	596.000	596.000	596.000	0.000	\$62.54000	\$36,648.44	2.6% Yes		ORIGINAL ITEM / PIT
DISC BEARING ASSEMBLIES	EACH	2434-0000100	0140	20.000	20.000	20.000	20.000	0.000	\$2,000.00000	\$40,000.00	2.0% Yes		ORIGINAL ITEM / PIT
PILE, STEEL, HP 10x57	LF	2501-0201057	0150	800.000	800.000	800.000	800.000	0.000	\$36.00000	\$28,800.00	2.1% Yes		ORIGINAL ITEM / PIT
BRIDGE WING ARMORING - EROSION STOSY	SY	2507-2638950	0160	48.310	48.310	32.000	32.000	0.000	\$75.00000	\$2,400.00	0.2% Yes		ORIGINAL ITEM / PIT
ENGINEER FABRIC	SY	2507-3250005	0170	2,017.000	2,017.000	1,900.000	1,900.000	0.000	\$3.00000	\$5,700.00	0.4% Yes		ORIGINAL ITEM / PIT
REVETMENT, CLASS E	TON	2507-6800061	0180	1,490.534	1,490.534	1,315.000	1,315.000	0.000	\$28.00000	\$36,820.00	2.7% Yes		ORIGINAL ITEM / PIT
EROSION STONE	TON	2507-8029000	0190	194.220	194.220	71.000	71.000	0.000	\$24.50000	\$1,739.50	0.1% Yes		ORIGINAL ITEM / PIT

Overrun of existing item less than \$50,000 therefore no contract modification

31

Iowa Department of Transportation

Item Postings by Item in IDR Order (Does not include Material Usage)

Posting Summary Page 1

3/13/2022 11:26 AM

FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Item: 2507-6800061 REVETMENT, CLASS E

Prop. Line: 0180

Unit: TON

Auth. Qty: 1,315.000

Qty. Placed: 1,490.534

Type: ORIGINAL ITEM

Unit Price: \$28.00000

Auth. Amt: \$36,820.00

Qty. Paid: 1,490.534

IDR Date	Insp.	Seq No	Project	Catg	Contractor	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
7/20/2018	ab	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	217.884	Sta 17+58 to Sta 20+18		7/20/2018	No	East and west abutment embedded revetment berm
11/6/2018	john	1	31-0321-041	0001	TSCHIGGFRIE EXCAV. CO.	1,272.650	Sta 100+12 to Sta 104+71		11/6/2018	No	East and West Abutment Berm Lining / East and West Abutment Channel Lining
7/17/2019	john	1	31-0321-041	0001	JIM SCHROEDER CONSTRUCTION, INC.	0.000	Sta 0+00		7/17/2019	No	Item Double Checked

Contract: 31-0321-041

Page 1 of 1

32

Inspector's Daily Report									
Iowa Department of Transportation		IDR 7/20/2018 page 1				7/23/2018 2:34 PM FieldManager 5.3a			
Contract: 31-0321-041: BRIDGE NEW - STEEL GIRDER									
IDR Date	Day of Week	Seq. No.	Import Date	RCE's Name		Managing Office			
7/20/2018	Friday	1	7/24/2018	Hugh Holak		MANCHESTER RCE			
Inspector's Initials-Name			Federal Project Number			Elec. Attachments			
ab Adam Boeckenstedt			171219 S1			None			
Prime Contractor JIM SCHROEDER CONSTRUCTION, INC.									
Entered By		Revised By		Revision Date		Revision No.			
ab, Adam Boeckenstedt									
Temperatures		Weather							
Low: 65° F High: 72° F		Rain and mostly cloudy							
Comments Schroeder not on site working. Paid class E and erosion stone.									
Contractors									
Contractor's Name		Personnel		No. Hrs.		Equipment		No. Hrs.	
JIM SCHROEDER CONSTRUCTION, INC.									
Site Information									
Site Number	Site Description	Days Charged	Contractor(s) Working	Hours Available	Hours Worked	Controlling Operations	Reason for Delays	Comments	
00		0.000	No			Deck		Weather did not allow for the deck pour today, postponed until Monday.	
Item Postings									
Project: 31-0321-041, 171219 031 TMC									
Category: 0001, P:DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER B DGE									
Item/Material Description	Item Code	Prop.Ln.	Location		Quantity	Unit	Bridam ID	Attn	
REVTMENT, CLASS E	2507-6800061	0180	Sta 17+58 to Sta 20+18		217.884	TON			
Contractor: JIM SCHROEDER CONSTRUCTION, INC.									
Item Remarks: East and west abutment embedded revetment berm									
217.884 Matches entries on postings summary for 7/20/2018									
Contract: 31-0321-041 DR: 7/20/2018, ab, 1									

33

Supporting Documentation

- Weigh tickets in DocExpress pay items drawer
- <https://docexpress.com/drawers/22997>

34

Item 0280 Measured - FieldBook

Items (Contract: 31-0321-041)

Project: 31-0321-041 Category: <All>

Contractor: <All>

Find Prop. Line:

Items Summary

Item Description	Units	Item Code	Prop. Line	Quantity Placed	Quantity Paid	Authorized Quantity	Initial Quantity	Pending Changes	Unit Price	Auth. Amount	% Cont. Amt. (awrd)	Item Cpt	Item Type
EXCAVATION, CL 10, CHANNEL	CY	2104-2710020 0010		3,893.000	3,893.000	3,893.000	3,893.000	0.000	\$7.85000	\$30,560.05	2.2% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 20	CY	2402-2720000 0020		407.000	407.000	407.000	407.000	0.000	\$35.00000	\$14,245.00	1.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 21	CY	2402-2721000 0030		284.000	284.000	284.000	284.000	0.000	\$100.00000	\$28,400.00	2.0% Yes		ORIGINAL ITEM / PIT
EXCAVATION, CL 22	CY	2402-2722000 0040		140.000	140.000	140.000	140.000	0.000	\$100.00000	\$14,000.00	1.0% Yes		ORIGINAL ITEM / PIT
STRUCT CONC (BRIDGE)	CY	2403-0100010 0050		275.200	275.200	275.200	226.500	0.000	\$472.50000	\$130,032.00	9.4% Yes		ORIGINAL ITEM / PIT
HIGH PERFORMANCE STRUC CONC	CY	2403-7000210 0060		403.800	403.800	403.800	447.400	0.000	\$520.00000	\$209,976.00	15.1% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL	LB	2404-7775000 0070		34,025.000	34,025.000	34,025.000	34,025.000	0.000	\$6.76000	\$229,850.00	1.9% Yes		ORIGINAL ITEM / PIT
REINFORC STEEL, EPOXY COATED	LB	2404-7775005 0080		118,343.000	118,343.000	118,343.000	82,132.000	0.000	\$0.84000	\$99,408.12	7.2% Yes		ORIGINAL ITEM / PIT
REINF STEEL, STAINLESS STEEL	LB	2404-7775009 0090		4,438.000	4,438.000	4,438.000	3,695.000	0.000	\$3.15000	\$13,979.70	1.0% Yes		ORIGINAL ITEM / PIT
STRUCTURAL STEEL	LB	2408-7800000 0100		310,230.000	310,230.000	310,230.000	310,230.000	0.000	\$1,597.000	\$495,437.31	35.7% Yes		ORIGINAL ITEM / PIT
STEEL EXTRUSION JOINT W/NEOPRENE	LF	2413-1200000 0110		83.000	83.000	83.000	83.000	0.000	\$140.00000	\$11,620.00	0.8% Yes		ORIGINAL ITEM / PIT
NEOPRENE GLAND INSTALLATION - TIGHT	LF	2413-1200100 0120		83.000	83.000	83.000	83.000	0.000	\$25.00000	\$2,075.00	0.1% Yes		ORIGINAL ITEM / PIT
CONC BARRIER RAIL	LF	2414-6424110 0130		586.000	586.000	586.000	586.000	0.000	\$62.54000	\$36,648.44	2.6% Yes		ORIGINAL ITEM / PIT
DISC BEARING ASSEMBLIES	EACH	2434-0000100 0140		20.000	20.000	20.000	20.000	0.000	\$2,000.00000	\$40,000.00	2.0% Yes		ORIGINAL ITEM / PIT
PILE, STEEL, HP 10X57	LF	2501-0201057 0150		800.000	800.000	800.000	800.000	0.000	\$36.00000	\$28,800.00	0.2% Yes		ORIGINAL ITEM / PIT
BRIDGE WING ARMORING - EROSION STOP	SY	2507-2638500 0160		48.310	48.310	32.000	32.000	0.000	\$75.00000	\$2,400.00	0.2% Yes		ORIGINAL ITEM / PIT
ENGINEER FABRIC	SY	2507-3250005 0170		2,017.000	2,017.000	1,900.000	1,900.000	0.000	\$3.00000	\$5,700.00	0.4% Yes		ORIGINAL ITEM / PIT
REINFORCEMENT, CLASS F	TON	2507-6800061 0180		1,490.534	1,490.534	1,315.000	1,315.000	0.000	\$28.00000	\$36,820.00	2.7% Yes		ORIGINAL ITEM / PIT
EROSION STONE	TON	2507-8029000 0190		194.220	194.220	71.000	71.000	0.000	\$24.50000	\$1,739.50	0.1% Yes		ORIGINAL ITEM / PIT
CONSTRUCTION SURVEY	LS	2526-8285000 0200		1.000	1.000	1.000	1.000	0.000	\$10,000.00000	\$10,000.00	0.7% Yes		ORIGINAL ITEM / PIT
MOBILIZATION	LS	2533-4980005 0210		0.000	1.000	1.000	1.000	0.000	\$70,000.00000	\$70,000.00	5.0% Yes		ORIGINAL ITEM / PIT
(LUMP SUM ITEM) GIRDER ERECTION PLTS		2599-9999010 0220		1.000	1.000	1.000	1.000	0.000	\$5,000.00000	\$5,000.00	0.4% Yes		ORIGINAL ITEM / PIT
PAVED SHLD, PCC (PANEL-BRIDGE END C/S)		2122-5100501 0230		25.000	25.000	25.000	25.000	0.000	\$87.80000	\$2,195.00	0.2% Yes		ORIGINAL ITEM / PIT
SHLD CONSTRUCTION, EARTH	STA	2123-7450000 0240		2.300	2.300	2.300	2.300	0.000	\$129.00000	\$296.70	0.0% Yes		ORIGINAL ITEM / PIT
BRIDGE APPROACH, BR-203	SY	2301-0690203 0250		477.200	477.200	477.200	477.200	0.000	\$175.00000	\$83,510.00	6.0% Yes		ORIGINAL ITEM / PIT
BRIDGE END DRAIN, DR-402	EACH	2503-0500402 0260		1.000	1.000	1.000	1.000	0.000	\$3,900.00000	\$3,900.00	0.3% Yes		ORIGINAL ITEM / PIT
TRAFFIC CONTROL	LS	2528-8445110 0270		0.000	0.000	1.000	1.000	0.000	\$1,400.00000	\$1,400.00	0.1% Yes		ORIGINAL ITEM / PIT
MULCH	ACRE	2601-2634100 0280		5.270	5.270	1.200	1.200	0.000	\$1,800.00000	\$2,160.00	0.2% Yes		ORIGINAL ITEM / PIT
SEED-FERTILIZE (RURAL)	ACRE	2601-2636043 0290		5.270	5.270	1.200	1.200	0.000	\$300.00000	\$360.00	0.0% Yes		ORIGINAL ITEM / PIT

Overrun of existing item less than \$50,000 therefore no contract modification

35

Item Postings by Item in IDR Order (Does not include Material Usage)

Iowa Department of Transportation

Posting Summary Page 1

3/13/2022 11:44 AM
FieldManager 5.3a


Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Item: 2601-2634100 MULCH
Prop. Line: 0280 Unit: ACRE Auth. Qty: 1.200 Qty. Placed: 5.270
Type: ORIGINAL ITEM Unit Price: \$1,800.00000 Auth. Amt: \$2,160.00 Qty. Paid: 5.270

IDR Date	Insp	Seq No	Project	Catg	Contractor	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
11/27/2018	john	1	31-0321-041	0002	THURN SEEDING, LLC	5.270	Sta 15+00 to Sta 21+00		11/28/2018	No	Mulch Project Area
7/17/2019	john	1	31-0321-041	0002	THURN SEEDING, LLC	0.000	Sta 0+00		7/17/2019	No	Item Double Checked

Contract: 31-0321-041 Page 1 of 1

36


Inspector's Daily Report

Iowa Department of Transportation

IDR 11/27/2018 page 1

11/28/2018 9:35 AM
FieldManager 9.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

IDR Date	Day of Week	Seq. No.	Import Date	RCE's Name	Managing Office
11/27/2018	Tuesday	1	11/28/2018	Hugh Holak	MANCHESTER RCE
Inspector's Initials-Name			Federal Project Number		Elec. Attachments
john John Willenbring			171219 S1		None

Prime Contractor
JIM SCHROEDER CONSTRUCTION, INC.

Entered By	Revised By	Revision Date	Revision No.
john John Willenbring			

Temperatures		Weather
Low: 17° F	High: 23° F	partly cloudy

Comments
Add Quantities

Item Postings
Project: 31-0321-041, 171219 031 TMC
Category: 0002, P:ROADWAY ITEMS

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Bridgid	Attn
MULCH	2601-2634100	0290	Sta 15+00 to Sta 21+00	5.270	ACRE		
Contractor: THURN SEEDING, LLC Item Remarks: Mulch Protect Area							
SEED+FERTILIZE (RURAL)	2601-2630043	0290	Sta 15+00 to Sta 21+00	5.270	ACRE		
Contractor: THURN SEEDING, LLC Item Remarks: Seed Protect area							
STABILIZE CROP - SEED+FERTILIZE	2601-2642100	0300	Sta 15+00 to Sta 21+00	5.270	ACRE		
Contractor: THURN SEEDING, LLC Item Remarks: Stabilize Seed Protect area							
SILT FENCE	2602-0000020	0320	Sta 16+00 to Sta 21+00	1,443.000	LF		
Contractor: THURN SEEDING, LLC Item Remarks: Protection along Granger Creek							
MOBILIZATION, EROSION CONTROL	2602-0010010	0400	Sta 15+00	1.000	EACH		

5.270

Matches entries on postings summary for 11/27/2018

Contract: 31-0321-041
DR: 11/27/2018, john, 1
Page 1 of 2

37

Supporting Documentation

- Drawing in DocExpress pay items drawer
- <https://docexpress.com/drawers/22997>

38

Hardcopy Example #1

Rev 1/97 Form E008

Line No.: 1

Item Code: 2102-2710070

Description: EXCAVATION CL 10, RDWY & BORROW

Project No.: STP-S-CO44(77)-5E-44

Page No.: Extra Work

Category No.: _____

Contract ID: 44-CO44-077

Date	Hauled From			Hauled To			CY		Today (CY)	To Date (CY)	By
	Sta	Sta	(Side)	Length	width	depth	Excavation	Borrow			
05/19/16	279+75.00	282+75.00	B	300.00	20.00	1	222	222	444	444	lm
05/23/16	259+75.00	262+80.00		305.00	20.00	1	226	226	452	896	lm
05/24/16	240+37.00	248+60.00		823.00	20.00	1.5	914	914	1,828	2,724	lm
05/24/16	249+50.00	253+38.00		388.00	20.00	1.5	431	431	862	3,586	lm
05/24/16	256+70.00	259+75.00		305.00	5.00	1	56	56	112	3,698	lm
05/25/16	253+38.00	259+75.00		637.00	20.00	1.5	708	708	1,416	5,114	lm
05/25/16	249+25.00	250+56.00		131.00	5.00	1.5	36	36	72	5,186	lm
05/26/16	240+20.00	244+50.00		430.00	5.00	1.5	119	119	238	5,424	lm
05/31/16	240+20.00	260+00.00		1980.00	5.50	1.5	605	605	1,210	6,634	lm
				0.00			0		0	0	
				0.00			0		0	0	
				0.00			0		0	0	
				0.00			0		0	0	
				0.00			0		0	0	
				0.00			0		0	0	
									6,634		

Qty. Awarded: 14,763.0 CY

CO Adjust.: 6634.0 SO # 3

Authorized: 9.000 21397.0

Quantity Paid: 21397

% Authorized: 0.0 100%

Method Of Measurement: 2102.04

Basis of Payment: 2102.05

Checked By: _____

Audited By: _____

Ct = Load Count Sz = Size of Load

39

Hardcopy Example #2

Rev 1/97 Form E039

Line No.: 7

Item Code: 2213-7100400

Description: RELOCATION OF MAIL BOX

Project No.: STP-S-CO44(77)-5E-44

Page No.: _____

Category No.: _____

Contract ID: 44-CO44-077

Date	Location Sta	Today (EACH)	To Date (EACH)	Remarks	By
07/27/16	215+05	1.000	1.000		LM
07/27/16	216+60	1.000	2.000		LM
07/27/16	239+40	2.000	4.000		LM
07/27/16	259+90	1.000	5.000		LM
07/27/16	261+50	1.000	6.000		LM
07/27/16	266+20	1.000	7.000		LM
07/27/16	291+50	1.000	8.000		LM
07/27/16	317+40	1.000	9.000		LM
07/27/16	329+40	1.000	10.000		LM
07/27/16	339+40	1.000	11.000		LM
07/27/16	348+20	1.000	12.000		LM
07/27/16	377+90	1.000	13.000		LM
07/27/16	418+10	1.000	14.000		LM
07/27/16	429+50	1.000	15.000		LM
07/27/16	472+50	1.000	16.000		LM
07/27/16	536+00	1.000	17.000		LM
			0.000		
			0.000		
			0.000		
			0.000		
			0.000		
			0.000		
			0.000		
			17.000		

Qty. Awarded: 20 EACH

CO Adjust.: _____

Authorized: 20

Quantity Paid: 17

% Authorized: 85%

Method Of Measurement: 2213.04

Basis of Payment: 2213.05

Checked By: _____

Audited By: _____

40

Hardcopy Example #3

Rev 1/07 Form E001

Line No.: 41

Item Code: 2602-0000020 Page No.: _____

Description: SILT FENCE Category No.: _____

Project No.: STP-S-CO44(77)-5E-44 Contract ID: 44-CO44-077

Date	Location		Today (LF)	To Date (LF)	By
	Sta	Sta (Side)			
4-4-16	217+80	- 530+10 Lt	38	38	LM
	238+85	- 231+05 Lt	53	91	LM
	262+65	- 263+15 Lt	50	141	LM
	268+50	- 268+50 Lt	50	191	LM
	35+35	- 350+65 Rt	30	201	LM
	413+30	- 413+60 Lt	30	231	LM
	418+78	- 418+25 Rt	47	280	LM
	478+30	- 478+60 Rt	28	308	LM
	533+60	- 533+90 Rt	28	336	LM
4-18-16	219+95	added Lt	30	366	LM
	235+75	added Lt	42	408	LM
	262+57	added Lt	40	448	LM
	269+66	added Lt	50	498	LM
	289+75	new Sq	100	598	LM
	335+08	new Rt	120	718	LM
	350+72	new Rt	80	808	LM
	382+78	new Rt	130	938	LM
	403+50	new Lt	105	1043	LM
	413+60	added Lt	80	1123	LM
	477+10	added Rt	74	1197	LM
	533+73	added Rt	25	1222	LM

Qty. Awarded: 270.0 LF Method of Measurement: 2602.04

CO Adjust.: 0 Basis of Payment: 2602.05

Authorized: 270 Checked By: _____

Quantity Paid: 1222 Audited By: _____

% Authorized: 453% 41

Forms

1. What are the 2 types of forms?
2. What is the purpose of each type of form?
3. What resource can be used to identify specific forms to be used and an items plan quantity designation?
4. Using the provided sheets from the index to pay items Excel spreadsheet, what are the progress and support forms for the following items?

Line No	Item Number Item Description	Unit	Form	Support Forms
0030	2402-2721000 EXCAVATION, CLASS 21	CY		
0060	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	CY		
0190	2507-8029000 EROSION STONE	TON		

5. Of the three items, which item is a not a plan quantity item?
6. Where would you look to get additional information for excavation items which may be plan quantity in some cases but not others?

7. What program are Iowa DOT inspectors using to complete postings and process payments?
8. As of April 2022 letting, what program are county inspectors using to complete postings and process payments?
9. True or false, hardcopy forms are never acceptable to use in any case.

Index to English Item Forms Current as of February 2022 Letting

2/14/2022

Items which are Plan Quantity for pay by specifications are in blue text

Excavation items which may be Plan Quantity for pay by specifications in some uses but not in all cases are in orange text.

Item Code	Description	Units	Form	Support Forms						Meas/ Pay	Plan Quantity	
										N	Y	
2101-0850001	CLEARING & GRUBBING	ACRE	E001	E103						STD		Y
2101-0850002	CLEARING & GRUBBING	UNIT	E001	E103						STD		Y
2101-1001000	REMOVAL OF FLOOD DEBRIS	LS	E005							PLAN	N	
2102-0425046	SELECTED BACKFILL	CY	E012	E108						STD		Y
2102-0425070	SPECIAL BACKFILL	TON	E007	E110						STD	N	
2102-0425071	SPECIAL BACKFILL	CY	E004	E110						STD		Y
2102-0425120	SPECIAL BACKFILL MATERIAL, PLACE ONLY	TON	E007	E110						STD	N	
2102-0425220	SPECIAL BACKFILL MATERIAL, PLACE ONLY	CY	E004	E110						STD	N	
2102-2200000	INTERCEPTING DITCHES AND FLUMES	LF	E001							STD	N	
2102-2624980	CONTRACTOR FURNISH SELECT TREATMENT	CY	E006	E110						STD		Y
2102-2625000	EMBANKMENT-IN-PLACE	CY	E006	E110						STD	N	
2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	E006	E110						STD		Y
2102-2625010	EMBANKMENT-IN-PLACE, STOCKPILE	CY	E006							STD6	N	
2102-2710070	EXCAVATION CL 10, RDWY & BORROW	CY	E006	E110						STD	N	
2102-2710080	EXCAVATION CL 10, UNSTABLE MATL	CY	E006							STD	N	
2102-2710090	EXCAVATION CL 10, WASTE	CY	E006							STD	N	
2102-2712015	EXCAVATION CL 12, BOULDERS OR ROCK FRAG.	CY	E009							STD	N	
2102-2712070	EXCAVATION CL 12, RDWY & BORROW	CY	E006	E110						STD	N	
2102-2713070	EXCAVATION CL 13, RDWY & BORROW	CY	E006	E110						STD	N	
2102-2713090	EXCAVATION CL 13, WASTE	CY	E006							STD6	N	
2102-3240000	WATER FOR EMBANKMENT CONSTRUCTION	MGAL	E001							STD	N	
2102-4560000	LOCATING TILE LINES	STA	E001	E113						STD	N	
2102-4600000	CRUSHING OF CLASS 12 EXCAVATION	CY	E004							STD	N	
2102-5020010	OBLITERATE OLD ROADBED	STA	E001							PLAN	N	
2103-0000100	PRESPLITTING OF ROCK CUT	SY	E003							STD	N	
2104-2710020	EXCAVATION CL 10, CHANNEL	CY	E004							STD	N	
2104-2712020	EXCAVATION CL 12, CHANNEL	CY	E004							STD	N	
2104-2713020	EXCAVATION CL 13, CHANNEL	CY	E004							STD	N	
2122-5190105	PAVED SHLD, PCC, 10.5	SY	E023	E109	E110	E115	E140	E141		STD		Y
2122-5190110	PAVED SHLD, PCC, 11	SY	E023	E109	E110	E115	E140	E141		STD		Y
2122-5190115	PAVED SHLD, PCC, 11.5	SY	E023	E109	E110	E115	E140	E141		STD		Y
2122-5190125	PAVED SHLD, PCC, 12.5	SY	E023	E109	E110	E115	E140	E141		STD		Y
2122-5190501	PAVED SHLD, PCC. SHOULDER PANEL FOR BRIDGE END DRAINS	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2122-5191005	REINF PAVED SHLD - CONC BARRIER	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2122-5500060	PAVED SHOULDER, HMA MIXTURE, 6 IN.	SY	E042	E020	E110	E131				STD		Y
2122-5500080	PAVED SHOULDER, HMA MIXTURE, 8 IN.	SY	E042	E020	E110	E131				STD		Y
2122-5500085	PAVED SHOULDER, HMA MIXTURE, 8.5 IN.	SY	E042	E020	E110	E131				STD		Y
2122-5500090	PAVED SHOULDER, HMA MIXTURE, 9 IN.	SY	E042	E020	E110	E131				STD		Y
2122-5500095	PAVED SHOULDER, HMA MIXTURE, 9.5 IN.	SY	E042	E020	E110	E131				STD		Y
2122-5500100	PAVED SHOULDER, HMA MIXTURE, 10 IN.	SY	E042	E020	E110	E121				STD		Y
2122-5500105	PAVED SHOULDER, HMA MIXTURE, 10.5 IN.	SY	E042	E020	E110	E121				STD		Y
2122-5500110	PAVED SHOULDER, HMA MIXTURE, 11 IN.	SY	E042	E020	E110	E121				STD		Y
2122-5500115	PAVED SHOULDER, HMA MIXTURE, 11.5 IN.	SY	E042	E020	E110	E121				STD		Y
2122-5500120	PAVED SHOULDER, HMA MIXTURE, 12 IN.	SY	E042	E020	E110	E121				STD		Y
2122-5500125	PAVED SHOULDER, HMA MIXTURE, 12.5 IN.	SY	E042	E020	E110	E121				STD		Y
2122-7450080	SHOULDER STRENGTHENING, OPTIONAL HMA OR PCC 8 IN.	SY	E042	E020	E110	E115	E121	E140	E141	STD		Y
2123-7450000	SHLD CONSTRUCTION EARTH	STA	E001							STD		Y
2123-7450020	SHLD FINISH EARTH	STA	E001							STD		Y
2125-2225050	RESHAPING DITCHES	STA	E001							STD		Y
2126-8275058	RECLAIM PRESENT SURFACE MATERIAL	CY	E006							STD	N	
2127-6725020	RECONSTRUCTION OF ROADBED	STA	E001							STD	N	
2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	E023	E109	E110	E115	E140	E141		PLAN		Y
2301-0690201	BRIDGE APPROACH, BR-201	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2301-0690202	BRIDGE APPROACH, BR-202	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2301-0690203	BRIDGE APPROACH, BR-203	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2301-0690204	BRIDGE APPROACH, BR-204	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2301-0690205	BRIDGE APPROACH, BR-205	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2301-0690210	BRIDGE APPROACH, TWO LANE	SY	E023	E109	E110	E115	E140	E141		STD5		Y
2401-6750001	REMOVALS AS PER PLAN	LS	E005							STD		Y
2401-7207010	REMOVAL OF CONCRETE	SY	E003	E100						PLAN	N	
2401-7207020	REMOVAL OF CONCRETE	CY	E004	E100						PLAN	N	
2401-7207030	REMOVAL OF CONCRETE	LS	E005							STD		Y
2402-0425030	GRANULAR BACKFILL	CY	E004							STD		Y

Item Code	Description	Units	Form	Support Forms			Meas/	Plan Quantity	
							Pay	N	Y
2402-0425031	GRANULAR BACKFILL	TON	E001				STD		Y
2402-0425032	GRANULAR BACKFILL, PLACE ONLY	TON	E001				PLAN		Y
2402-0425033	BACKFILL GRANULAR PLACE ONLY	CY	E004				PLAN		Y
2402-0425040	FLOODED BACKFILL	CY	E004				DS		Y
2402-0875150	COMPACTION W/MOISTURE COTROL(STRUCTURE)	CY	E008	E107	E108		STD		Y
2402-2720000	EXCAVATION CL 20	CY	E004				STD	N	
2402-2720100	EXCAVATION CL 20 RDWY PIPE CULV	CY	E004				STD		Y
2402-2721000	EXCAVATION CL 21	CY	E004				STD		Y
2402-2722000	EXCAVATION CL 22	CY	E004				STD	N	
2402-2722100	EXCAVATION CL 22 RDWY PIPE CULV	CY	E004				STD		Y
2402-2723000	EXCAVATION CL 23	CY	E004				STD	N	
2402-2723100	EXCAVATION CL 23 RDWY PIPE CULV	CY	E004				STD		Y
2402-2724000	EXCAVATION CL 24	CY	E004				STD	N	
2402-2724100	EXCAVATION CL 24 RDWY PIPE CULV	CY	E004				STD		Y
2402-2725005	FOUNDATION TREATMENT MATERIAL	TON	E039				STD	N	
2402-3825025	GRANULAR MATERIAL FOR BLANKET	CY	E004				STD	N	
2403-0100000	STRUCTURAL CONCRETE (MISCELLANEAOUS)	CY	E043	E145			STD		Y
2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	E043	E110	E119	E145	STD		Y
2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	E043	E145			STD		Y
2403-0100030	STRUCTURAL CONCRETE 4500 PSI OR GREATER	CY	E043	E110	E119	E145	DS		Y
2403-0900001	STRUCTURAL CONCRETE CL X	CY	E043	E145			STD		Y
2403-7000210	HIGH PERFORMANCE STRUCTURAL CONCRETE	CY	E001	E110	E119	E145	DS		Y
	TRIAL BATCH HIGH PERFORMANCE STRUCTURAL								
2403-7000220	CONCRETE	LS	E005				DS		Y
2403-7000310	IMPROVED DURABILITY CONCRETE	CY	E004				DS		Y
2403-7303000	STRUCTURAL CONCRETE COATING	SY	E003				DS		Y
2403-7304000	COLORED SEALER REPAINTING	SY	E003				SP	N	
2404-7775000	STEEL REINFORC	LB	E039				STD		Y
2404-7775005	STEEL REINFORC EPOXY COATED	LB	E039				STD		Y
2404-7775007	STEEL REINFORC GALVANIZED	LB	E039				STD		Y
2404-7775009	REINFORCING STEEL, STAINLESS STEEL	LB	E039				PLAN		Y
2405-2705000	EXCAVATE AND DEWATER	LS	E005				STD		Y
2407-0550000	BEAM, PPC	EACH	E016				STD	N	
2407-0550001	BEAM PPC ERECTED AS PER PLAN	EACH	E016				PLAN	N	
2407-0551130	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, A30	EACH	E016				STD	N	
2408-7695221	STRUCTURAL STEEL HAUL+ERECT	LS	E005				PLAN		Y
2408-7700000	STRUCTURAL STEEL HAUL+STORING	LS	E005				PLAN		Y
2408-7700010	STRUCTURAL STEEL - FABRICATE, STORE, AND DELIVER	LB	E001	E118			PLAN		Y
2408-7700020	STRUCTURAL STEEL - ERECT	LB	E001	E118			PLAN		Y
2408-7800000	STEEL STRUCTURAL	LB	E001	E118			STD		Y
2408-7900020	SLOTTED DECK DRAIN	LS	E005				PLAN		Y
2408-8000000	GIRDER ERECTION PLAN	LS	E005				DS		Y
2408-8500100	REINFORCED NEOPRENE	SF	E001				PLAN	N	
2409-4200001	MISCELLANEOUS HARDWARE	LB	E039				STD	N	
2409-4575001	TREATED TIMBER AND LUMBER	MFBM	E017				STD	N	
2409-4600001	UNTREATED TIMBER AND LUMBER	MFBM	E017				STD	N	
2410-4570001	PLANK DECK LUMBER	MFBM	E017				STD	N	
2411-4570501	LAMINATED WOOD DECK	MFBM	E017				STD	N	
2412-0000100	LONGITUDINAL GROOVING IN CONC	SY	E003				STD		Y
2413-0698041	DECK OVER-DEPTH OVERLAY (CLASS O PCC)	SY	E003	E111	E112	E120	DS	N	
2413-0698051	DECK OVER-DEPTH OVERLAY (CLASS HPC-O PCC)	SY	E003	E111	E112	E120	DS	N	
2413-0698066	DECK OVERLAY (CLASS O PCC)	SY	E003	E111	E112	E120	STD	N	
2413-0698067	DECK OVERLAY (CLASS HPC-O PCC)	SY	E003	E111	E112	E120	STD	N	
2413-0698074	DECK REPAIR, CLASS A	SY	E003				STD	N	
2413-0698075	DECK REPAIR, CLASS B	SY	E003				STD	N	
2413-0698081	DECK REPAIR, CLASS A, SPECIAL	SY	E003				DS	N	
2413-0698121	DECK SURFACING (CLASS O PCC)	SY	E003	E111	E112	E120	STD	N	
2413-0698131	DECK SURFACING (CLASS HPC-O PCC)	SY	E003	E111	E112	E120	STD	N	
2413-1100000	PREFORMED ELASTIC NEOPRENE JOINT	LF	E039				PLAN	N	
2413-1200000	STEEL EXTRUSION JOINT WITH NEOPRENE	LF	E039				PLAN		Y
2413-1200100	NEOPRENE GLAND INSTALLATION AND TESTING	LF	E039				PLAN		Y
	PREFORMED, PRE-COMPRESSED, SELF-EXPANDING,								
	SEALANT SYSTEM WITH SILICONE PRE-COATED								
2413-1300000	SURFACE	LF	E039				PLAN		Y
2414-6424038	CONCRETE BARRIER RAIL, 3'-8"	LF	E001	E115			STD		Y
2414-6424110	CONCRETE BARRIER RAILING	LF	E001	E115			STD		Y
2414-6424111	CONCRETE BARRIER RAILING, MEDIAN	LF	E001	E115			STD		Y
2414-6424119	CONCRETE BARRIER RAILING, AESTHETIC	LF	E001	E115			STD6		Y

Item Code	Description	Units	Form	Support Forms	Meas/	Plan Quantity	
					Pay	N	Y
2417-1060084	CULV CMP RDWY 84 IN	LF	E018		STD	N	
2433-0002000	LOAD CELL TEST	EACH	E039		STD	N	
2433-0003000	DEMONSTRATION SHAFT	LF	E039	E145	STD	N	
2434-0000100	DISC BEARING ASSEMBLIES	EACH	E039		STD		Y
2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	E039	E132 E145	STD	N	
2501-0201042	PILES, STEEL, HP 10 X 42	LF	E039		STD		Y
2501-0201057	PILES, STEEL, HP 10 X 57	LF	E039		STD		Y
2501-0201253	PILES, STEEL, HP 12 X 53	LF	E039		STD		Y
2503-0500381	BRIDGE END DRAIN, AS PER PLAN	EACH	E039		PLAN	N	
2503-0500401	BRIDGE END DRAIN, DR-401	EACH	E039		SRP	N	
2503-0500402	BRIDGE END DRAIN, DR-402	EACH	E039		SRP	N	
2503-3775012	GATE OUTLET CONTROL FLAP 12 IN	EACH	E039		PLAN	N	
	SANITARY SEWER GRAVITY MAIN, TRENCHED, RCP,						
2504-0112448	3000D (CLASS IV), 48 IN.	LF	E024		STD	N	
2507-0050005	EARTH SCREW ANCHOR	EACH	E039		PLAN	N	
2507-2638610	CONCRETE SLOPE PROTECTION	SY	E003		STD	N	
2507-2638620	MACADAM STONE SLOPE PROTECTION	SY	E003		STD	N	
2507-2638650	BRIDGE WING ARMORING - EROSION STONE	SY	E003		STD	N	
2507-2638660	BRIDGE WING ARMORING - MACADAM STONE	SY	E003		STD	N	
2507-3250005	ENGINEERING FABRIC	SY	E003		STD	N	
2507-4011100	CONCRETE GROUT FOR REVETMENT OR GABIONS	CY	E001		STD	N	
2507-6799000	BANK SHAPING	LS	E005		STD		Y
2507-6800000	MAT'L FOR FILTER BLANKET	TON	E001		STD	N	
2507-6800011	REVTMENT, CLASS A	SY	E003		STD	N	
2507-6800021	REVTMENT, CLASS B	TON	E001		STD	N	
2507-6800032	REVTMENT, CLASS C	TON	E001		STD	N	
2507-6800042	REVTMENT, CLASS D	TON	E001		STD	N	
2507-6800061	REVTMENT, CLASS E	TON	E001		STD	N	
2507-6825001	REVTMENT CONC HAUL AND PLACE	CY	E004		PLAN	N	
2507-6825005	REVTMENT CONC HAUL AND PLACE	TON	E001		PLAN	N	
2507-6850053	REVTMENT SPECIAL	TON	E001		PLAN	N	
2507-6875002	REVTMENT, REMOVE AND REPLACE	CY	E025		PLAN	N	
2507-8029000	EROSION STONE	TON	E001		STD	N	
2507-8100000	CONCRETE BLOCKS, AS PER PLAN	EACH	E039		PLAN	N	
2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	LS	E005		STD		Y
	LOOP DETECTORS (ADD OR RPLC TO AN EXISTING SNL						
2525-0000200	SYSTEM)	EACH	E039		PLAN	N	
2526-8285000	SURVEY CONSTRUCTION	LS	E005		STD		Y
2527-8400065	TEMP DELINEATORS	EACH	E001		STD	N	
2527-9263005	PAVT MARKERS RAISED	EACH	E001		STD	N	
2528-8400055	TEMPORARY TO PERMANENT BARRIER CONNECTION	EACH	E039		PLAN	N	
2528-8400157	TEMP FLOODLIGHTING LUMINAIRE	EACH	E039	E126	STD	N	
2528-8400256	TEMP TRAFFIC SIGNALS	EACH	E039	E126	STD	N	
2528-8445110	TRAFFIC CONTROL	LS	E005	E126	STD		Y
2528-8445113	FLAGGERS	EACH	E029		STD	N	
2530-5070250	OVERDEPTH PATCHES	SF	E002	E110 E115	DS	N	
2531-5200010	PAV'T SURF REPAIR (MILL LIMESTONE)	SY	E003		STD	N	
2531-5200020	PAV'T SURF REPAIR (MILL GRAVEL)	SY	E003		STD	N	
2532-5200001	PAV'T SURF REPAIR (GRIND LIMESTONE)	SY	E003	E112	STD		Y
2532-5200002	PAV'T SURF REPAIR (GRIND GRAVEL)	SY	E003	E112	STD		Y
2533-4980005	MOBILIZATION	LS	E030		STD		Y
2533-4980020	MOBILIZATION, ON-CALL	EACH	E039		SP	N	
2535-8700001	WALL TYPE 4 CLOSED FACE CRIB	SY	E003		STD	N	
2535-8700002	WALL TYPE 6 CLOSED FACE CRIB	SY	E003		STD	N	
2599-9999008	('POUNDS' ITEM)	LB	E039		PLAN	N	
2599-9999009	('LINEAR FEET' ITEM)	LF	E001		PLAN	N	
2599-9999010	('LUMP SUM' ITEM)	LS	E005		PLAN		Y
2599-9999011	('THOUSANDS OF BOARD FEET' ITEM)	MFBM	E017		PLAN	N	
2599-9999012	('THOUSANDS OF GALLONS' ITEM)	MGAL	E037		PLAN	N	
2599-9999013	('MILES' ITEM)	MILE	E001		PLAN	N	
2599-9999014	('SQUARE FEET' ITEM)	SF	E002		PLAN	N	
2599-9999015	('SQUARES' ITEM)	SQ	E040		PLAN	N	
2599-9999016	('STATION YARDS' ITEM)	ST-Y	E001		PLAN	N	
2599-9999017	('STATIONS' ITEM)	STA	E001		PLAN	N	
2599-9999018	('SQUARE YARDS' ITEM)	SY	E003		PLAN	N	
2599-9999019	('TRACK LINEAR FEET' ITEM)	TLF	E001		PLAN	N	
2599-9999020	('TONS' ITEM)	TON	E001		PLAN	N	
2599-9999021	('UNITS' ITEM)	UNIT	E001		PLAN	N	
2601-2632110	FERTILIZING	ACRE	E033	E123	STD	N	

Item Code	Description	Units	Form	Support Forms	Meas/	Plan Quantity	
					Pay	N	Y
2601-2633100	MOWING	ACRE	E001	E123	STD	N	
2601-2634100	MULCHING	ACRE	E033	E123	STD	N	
2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	E033	E123	PLAN	N	
2601-2634110	MULCH, MECHANICALLY-BONDED FIBER MATRIX	ACRE	E033	E123	STD	N	
2601-2634115	MULCHING, ORGANIC FIBER MATRIX	ACRE	E033	E123	STD	N	
2601-2634150	MULCHING WOOD CELLULOSE FIBER	ACRE	E033	E123	PLAN	N	
2601-2634450	COMPOST	ACRE	E033	E123	STD	N	
2601-2634500	OVERSEED & FERTILIZING	ACRE	E034	E123	STD	N	
2601-2635800	SEEDBED AERATION	ACRE	E001	E123	PLAN	N	
2601-2636015	NATIVE GRASS SEEDING	ACRE	E035	E124	STD	N	
2601-2636017	NATIVE GRASS SEEDING (INSTALL ONLY)	ACRE	E035	E124	STD	N	
2601-2636018	WETLAND GRASS SEEDING	ACRE	E035	E124	STD	N	
2601-2636041	SEEDING & FERTILIZE	ACRE	E034	E123	STD	N	
2601-2636043	SEEDING & FERTILIZING (RURAL)	ACRE	E034	E123	STD	N	
2601-2636044	SEEDING & FERTILIZING (URBAN)	ACRE	E034	E123	STD	N	
2601-2636045	SEEDING SPECIAL AREAS	ACRE	E034	E123	STD	N	
2601-2636046	SEEDING AND FERTILIZING (RURAL) (INSTALL ONLY)	ACRE	E034	E123	STD	N	
2601-2636054	WILDFLOWER SEEDING	ACRE	E035	E124	STD	N	
2601-2636060	SALT TOLERANT SEEDING	ACRE	E035	E124	STD	N	
2601-2636070	HYDRAULIC SEEDING	ACRE	E035	E124	STD	N	
2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	SQ	E036		STD5	N	
2601-2638900	SLOPE RESHAPING	SQ	E039		PLAN	N	
2601-2639010	SODDING	SQ	E040		STD	N	
2601-2640330	SPECIAL DITCH CONTROL PLASTIC NETTING	SQ	E036		STD	N	
2601-2640350	SPECIAL DITCH CONTROL WOOD EXCELSIOR MAT	SQ	E036		STD	N	
2601-2642100	STABILIZE CROP - SEED & FERTILIZE	ACRE	E034	E123	STD	N	
2601-2642120	STABILIZE CROP - SEED & FERTILIZE (URBAN)	ACRE	E034	E123	STD	N	
	WATERING FOR SOD, SPECIAL DITCH CONTROL OR						
2601-2643110	SLOPE PROTECTION	MGAL	E037		STD	N	
2601-2643300	MOBILIZATION FOR WATERING	EACH	E005		STD	N	
2601-2643411	TURF REINFORCEMENT MAT, TYPE 1	SQ	E036		STD	N	
2601-2643412	TURF REINFORCEMENT MAT, TYPE 2	SQ	E036		STD	N	
2601-2643413	TURF REINFORCEMENT MAT, TYPE 3	SQ	E036		STD	N	
2601-2643414	TURF REINFORCEMENT MAT, TYPE 4	SQ	E036		STD	N	
2601-2700020	TRANSITION MAT	SF	E039		STD	N	
2601-3000000	STOP LOG STRUCTURE	EACH	E039		PLAN	N	
2601-3000110	MONITORING WELL	EACH	E039		SP2	N	
2601-3000112	MONITORING WELL ABANDONMENT	EACH	E039		SP2	N	
2601-3000120	STAFF GAGE	EACH	E039		SP2	N	
2601-3000201	HERBICIDE APPLICATION, CUT STUMP	EACH	E001		PLAN	N	
2601-3000206	HERBICIDE APPLICATION, CUT STUMP	LS	E005		PLAN	Y	
2602-0000010	SILT DITCHES	LF	E001		STD	N	
2602-0000020	SILT FENCE	LF	E001		STD	N	
2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	E001		STD	N	
2602-0000040	SILT DIKES	LF	E001		STD	N	
2602-0000050	SILT BASINS	EACH	E001		STD	N	
	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH						
2602-0000071	CHECKS	LF	E001		STD	N	
2602-0000080	RMVL OF SILT BASIN	EACH	E001		STD	N	
	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR						
2602-0000101	DITCH CHECK	LF	E001		STD	N	
2602-0000110	BALES FOR DITCH CHECKS	EACH	E039		PLAN	N	
2602-0000120	DITCH CHECK (SYNTHETIC - HDPE)	LF	E001		PLAN	N	
2602-0000130	TEMPORARY SEDIMENT CONTROL BASIN	EACH	E039		PLAN	N	
	REMOVAL OF TEMPORARY SEDIMENT CONTROL BASIN						
2602-0000135	MAINTENANCE OF TEMPORARY SEDIMENT CONTROL	EACH	E039		PLAN	N	
	BASIN						
2602-0000140	BASIN	EACH	E039		PLAN	N	
2602-0000150	STABILIZED CONSTRUCTION ENTRANCE	LF	E001		PLAN	N	
2602-0000160	ROCK CHECK DAM	LF	E001		PLAN	N	
2602-0000170	MAINTENANCE OF ROCK CHECK DAM	EACH	E039		PLAN	N	
2602-0000180	REMOVAL OF ROCK CHECK DAM	EACH	E039		PLAN	N	
2602-0000212	FLOATING SILT CURTAIN, HANGING	LF	E001		DS	N	
2602-0000222	FLOATING SILT CURTAIN, TOTAL CONTAINMENT	LF	E001		DS	N	
	CLEAN-OUT OF FLOATING SILT CURTAIN (CONTAINMENT)						
2602-0000230	CLEAN-OUT OF FLOATING SILT CURTAIN (CONTAINMENT)	LF	E001		DS	N	
2602-0000240	MAINTENANCE OF FLOATING SILT CURTAIN	LF	E001		DS	N	
	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9						
2602-0000309	IN. DIA.	LF	E001		PLAN	N	

Item Code	Description	Units	Form	Support Forms	Meas/ Pay	Plan N	Quantity Y
2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	E001		PLAN	N	
2602-0000320	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 20 IN. DIA.	LF	E001		PLAN	N	
2602-0000350	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	E001		STD	N	
2602-0000362	DITCH CHECK SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	E001		STD	N	
2602-0000370	DITCH CHECK SEDIMENT CONTROL DEVICE, 20 IN. DIA.	LF	E001		STD	N	
2602-0000400	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	E039		PLAN	N	
2602-0000410	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	E039		EACH	N	
2602-0000420	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	E039		EACH	N	
2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	E001		LF	N	
2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	E039		EACH	N	
2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	E039		EACH	N	
2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	E039		EACH	N	
2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	E039		EACH	N	
2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	E039		EACH	N	
2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	E039		SS	N	
2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	E039		SS	N	
2610-0000110	SHRUB,	EACH	E038		STD	N	
2610-0000120	TREE,	EACH	E038		STD	N	
2610-0000130	VINE,	EACH	E038		STD	N	
2610-0000140	SHRUB, TRANSPLANTING	EACH	E031		PLAN	N	
2610-0000150	TREE, TRANSPLANTING	EACH	E038		PLAN	N	
2610-0000180	FLOWERS, AS PER PLAN	LS	E005		PLAN		Y
2610-0000200	MULCH	CY	E004	E123	STD	N	
2610-0000212	MULCH, SHREDDED BARK	CY	E004	E123	STD	N	
2610-0000214	MULCH, WOOD CHIPS	CY	E004	E123	STD	N	
2610-0000300	FERTILIZER	LB	E001		STD	N	
2610-0000400	WATERING FOR PLANTS	MGAL	E037		STD	N	
2610-0000600	TILLAGE	LS	E005		PLAN		Y
2610-0000700	TREE SHELTERS	EACH	E039		PLAN	N	
2611-0000100	SHRUBS, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	E041		STD	N	
2611-0000200	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	E041		STD	N	
2612-0000100	ROADSIDE MOWING	ACRE	E001	E123	STD		Y
2612-0000500	ROADSIDE SPRAYING	ACRE	E001	E123	PLAN	N	
2612-0000520	ROADSIDE SPRAYING FOR WEED CONTROL	ACRE	E001	E123	PLAN	N	
6000-0000100	ENGINEERING BY CONSULTANT	LS	E005				Y

BULLETIN BOARDS

Bulletin Boards

1

Background

- Bulletin board is an exhibit containing numerous posters
- Required by state and federal law
- Provides employees and potential employees with information about EEO/AA and labor rights

2

Requirements

- Standard Specification 1102.19 E. 5. and CM 2.22
- Erected and maintained by the contractor
- At a location that is easily accessible to all employees
- More than one bulletin board may be needed if employees report to multiple work locations
- Location identified at preconstruction conference

3

Requirements

- Bulletin board/postings may be freestanding or fastened to a tool shed, or job office/trailer
- Protected from weather by glass or clear plastic
- Postings that become illegible should be replaced
- In place before work starts
- Remain on the project until the project is completed and accepted (435 signed)
- Including English and Spanish is common practice

4

Inspection

- Review initially and then every 6 months thereafter
- Review for
 - Accessibility
 - Required posters
 - Condition
- Communicate issues to contractor for correction
- Document with
 - Form 650170
 - Pictures
- Issues not resolved satisfactorily may result in
 - Non-compliance
 - Suspend progress payments
 - Suspend work

5

Locating Required Posters

- Civil Rights Documents, Forms, and Reports Webpage
<https://iowadot.gov/civilrights/Documents-forms-and-reports>
- Scroll down for heading called contractor posters



6

Required Posters

- Subcontractor Authorization and EEO Poster Notice
- “Equal Employment Opportunity is the Law”
 - Form EEOC P/E-1 with supplement poster
- Notice of False Statement
 - FHWA Form 1022
- Job Safety and Health
 - Form 70-8025
- Your Rights Under the Family Medical Leave Act of 1993
 - Form WHD1420
- Employee Polygraph Protection Act
 - Form WHD1462
- If predetermined wage requirements apply on contract
 - Predetermined Wage Rate
 - Employee Rights Under the Davis-Bacon Act
 - Form WH1321

7

Subcontractor Authorization and EEO Poster Notice

- Project specific
- Provided and updated by Contracts Bureau
- Lists all authorized subcontractors
- Contact information
- Located in DocExpress contract signing drawer

SUBCONTRACTOR AUTHORIZATION AND EEO POSTER NOTICE

County: DUBUQUE
Contract ID: 31-0321-041
Date of Letting: 17/12/19
Wage Decision: 1A17-97.0

To: Employees and Applicants

Equal Employment Opportunity (EEO) and Affirmative Action (AA) requirements apply to this contract. It is the policy of the contractors working on this contract to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

You should contact the Iowa Department of Transportation, Office of Employee Services, Civil Rights Section at 515-239-1321 to register your complaint if you feel that you are being discriminated against because of your race, religion, sex, color, national origin, age, or disability.

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

Contractor	City	State	Telephone
DORMARK CONSTRUCTION CO.	GRIMES	IA	(515) 986-4270
GREAT PLAINS SURVEY, INC.	LA PORTE CITY	IA	(319) 342-4774
MID STATES REBAR AND SUPPLY LLC	ATKINS	IA	(319) 364-6674
JIM SCHROEDER CONSTRUCTION, INC.	BELLEVUE	IA	(563) 872-5591
SAFETY EQUIPMENT LEASING CO. D/B/A	DUBUQUE	IA	(563) 556-2434
THURN SEEDING, LLC	DUBUQUE	IA	(563) 584-0346
TSCHIGGFRIE EXCAVATING CO.	DUBUQUE	IA	(563) 557-7450

8

Equal Employment Opportunity is the Law

- Form EEOC-P/E-1
- Provides guidance on
 - EEO law
 - What to do if you believe discrimination has occurred
- Contacts
- Revised 11/09

Equal Employment Opportunity is the Law

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation in the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, having undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits the use of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected.
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-4020 (toll-free TTY number for individuals with hearing impairments). EEOC toll-free office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex, or national origin and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, having undue hardship. Section 504 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

ARMED, RECENTLY SEPARATED, OTHER PROTECTED, AND DISABLED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Individuals are prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.
Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:
The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20503, 1-800-367-6251 (toll-free) or (202) 693-1327 (TTY). OFCCP may also be contacted by e-mail at OFCCP-PD@do.gov, or by calling an OFCCP regional district office, listed in most telephone directories under U.S. Government or Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the provisions of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination covered by Title VI is the primary objective of the financial assistance in provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title VI of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.
If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EEOC-P/E-1 (Revised 11/09)

Equal Employment Opportunity is the Law

- Spanish

La igualdad de oportunidades de empleo es la Ley

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, las acciones, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por raza, color, religión, sexo o procedencia incluye no hacer ajustes razonables a las limitaciones físicas o mentales de una persona discapacitada que no impone una carga indebida sobre el empleador.

DISCAPACIDAD
Las Secciones 504 de la Ley de Rehabilitación (Rehabilitation Act) de 1973, con sus modificaciones, protegen a las personas con discapacidades contra la discriminación por discapacidad en lo que respecta a la contratación, las acciones, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de ajustes razonables por las limitaciones físicas o mentales de una persona discapacitada que no impone una carga indebida sobre el empleador.

EDAD
La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por discriminación por edad en lo que respecta a la contratación, las acciones, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)
Además de la prohibición en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en los Salarios (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación a través de los salarios a las mujeres y los hombres que realizan trabajos de igual o similar naturaleza que requieren las mismas habilidades, esfuerzos y responsabilidades, en condiciones laborales similares, en el mismo establecimiento.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que los empleadores tomen acciones positivas para promover la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación (Rehabilitation Act) de 1973, con sus modificaciones, protege a las personas discapacitadas contra la discriminación por discapacidad en lo que respecta a la contratación, las acciones, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de ajustes razonables por las limitaciones físicas o mentales de una persona discapacitada que no impone una carga indebida sobre el empleador.

VETERANOS DISCAPACITADOS, RECIENTES RETIRADOS, BAJA PROTECCIÓN Y CON MEDALLA POR SERVICIOS A LAS FUERZAS ARMADAS (Vietnam Era Veterans' Readjustment Assistance Act)
La Ley de Asistencia a la Rehabilitación de Veteranos de Vietnam (Vietnam Era Veterans' Readjustment Assistance Act) de 1974, con sus modificaciones, prohíbe la discriminación laboral y exige que los empleadores tomen acciones positivas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados, y con medalla por servicios a las Fuerzas Armadas.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO
Además de las disposiciones de la Sección 504 de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas y las actividades que reciben asistencia financiera federal. La discriminación laboral está cubierta por el Título VI y el objetivo principal de la asistencia financiera federal es proporcionar los servicios de dichos programas. El Título VI de la Ley de Derechos Civiles de 1964 prohíbe la discriminación laboral y exige que los empleadores tomen acciones positivas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados, y con medalla por servicios a las Fuerzas Armadas.

PERSONAS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin ajustes razonables, pueden desempeñar las funciones esenciales del trabajo.
Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EEOC-P/E-1 (Revised 11/09)

Supplement to Form EEOC P/E-1

- Mandatory
- Provides updated and additional requirements

“EEO is the Law” Poster Supplement
Employers Holding Federal Contracts or Subcontracts Section Revisions

The Executive Order 11246 section is revised as follows:

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

PAY SECRECY

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

The Individuals with Disabilities section is revised as follows:

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows:

PROTECTED VETERANS

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Mandatory Supplement to EEOC P/E-1 (Revised 11/09) “EEO is the Law” Poster.

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.

11

Supplement to Form EEOC P/E-1

- Spanish

“IOE es la Ley” Cartel Suplementario
Sección revisada de empleadores que mantienen contratos o subcontratos federales

La sección del Decreto Ejecutivo 11246 está revisada de la siguiente manera:

RAZA, COLOR, RELIGIÓN, SEXO, ORIENTACIÓN SEXUAL, IDENTIDAD DE GÉNERO, NACIONALIDAD

El Decreto Ejecutivo 11246, en su forma enmendada, prohíbe la discriminación en el empleo por motivo de raza, color, religión, sexo, orientación sexual, identidad de género o nacionalidad y requiere programas de acción afirmativa para asegurar la igualdad de oportunidades en todos los aspectos de empleo.

SECRETO DE PAGO

El Decreto Ejecutivo 11246, en su forma enmendada, protege a los solicitantes y empleados de la discriminación por motivo de investigar, revelar o discutir su compensación o la compensación de otros solicitantes y empleados.

La sección de Personas con Discapacidades está revisada de la siguiente manera:

PERSONAS CON DISCAPACIDADES

La sección 503 de la Ley de Rehabilitación de 1973, en su forma enmendada, protege a personas calificadas con discapacidades de la discriminación en la contratación, promoción, despido, pago, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

La discriminación por discapacidad incluye, el no realizar una adaptación razonable a las limitaciones físicas o mentales conocidas de un individuo calificado con discapacidad, ya sea un solicitante o empleado, salvo una carga excesiva para el empleador.

La sección 503 también requiere que los contratistas federales tomen acción afirmativa para contratar y ayudar a progresar a individuos calificados con discapacidades en todos los niveles de empleo, incluido el nivel ejecutivo.

La sección Veteranos con Discapacidades Especiales, de la Era de Vietnam está revisada de la siguiente manera:

VETERANOS PROTEGIDOS

La Ley de Asistencia de Reajuste de los Veteranos de la Era de Vietnam de 1974, en su forma enmendada, 38 USC 4212, prohíbe la discriminación laboral y requiere la acción afirmativa para reclutar, contratar, y progresar en el empleo, a favor de los veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años de la descarga o liberación del servicio activo), veteranos en servicio activo en tiempos de guerra, veteranos insignia de campaña y veteranos de las fuerzas armadas con medalla de servicio.


Suplemento Obligatorio para la CIOE P/E-1 (Revisado el 11/09) “IOE es la Ley” Cartel.

Si usted cree que ha experimentado discriminación, contáctese con la OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.

12


Notice of False Statement

- FHWA Form 1022
- Potential fines and imprisonment
- Contacts
- Revised May 2015

		
<h2>NOTICE</h2>		
<p>The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:</p>		
<p>"Whoever, being an officer, agent, or employee of the United States, or 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 costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or</p>		
<p>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</p>		
<p>Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,</p>		
<p>Shall be fined under this title or imprisoned not more than five years, or both."</p>		
<p>Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.</p>		
<p>State Transportation Agency Mark Dunn, P.E. 515-239-1414 Ames, IA 50010</p>	<p>U.S. Department of Transportation Hotline for Fraud, Waste, & Abuse 1-800-424-9071</p>	<p>Federal Highway Administration Division Administrator Timothy C. Marshall 105 6th Street Ames, IA 50010 Phone: (515) 233-7300</p>
<p>5-37 FHWA Form-1022 (Revised May 2015)</p>		


Notice of False Statement

- Spanish
- New version in 2021

		
<h2>AVISO</h2>		
<p>La construcción de carreteras en este lugar es un proyecto Federal o construido con asistencia Federal y está sujeto a las leyes federales y estatales, incluyendo el Título 18, Código de Estados Unidos, Sección 1020, que dice lo siguiente:</p>		
<p>"El que, siendo un funcionario, agente o empleado de los Estados Unidos, o de cualquier estado o territorio, o cualquier otra persona, asociación, empresa o corporación, que a sabiendas hace cualquier declaración falsa, falsa representación, o informe falso en cuanto al carácter, calidad, cantidad, o el costo de los materiales utilizados o por utilizar, o la cantidad o la calidad del trabajo realizado o por realizar, o de los costos relacionados a la presentación de planos, mapas, especificaciones, contratos, o costos de construcción de una carretera o un proyecto relacionado y presentado para la aprobación del Secretario de Transporte; o</p>		
<p>El que a sabiendas hace una declaración falsa, falsa representación, informe falso, o reclamación falsa en cuanto al carácter, calidad, cantidad o costo de cualquier trabajo realizado o por realizar, o sobre los materiales suministrados o por suministrar, en relación con la construcción de una carretera o un proyecto relacionado aprobado por el Secretario de Transporte; o</p>		
<p>El que a sabiendas hace cualquier declaración falsa o falsa representación sobre un hecho material en cualquier declaración, certificado o informe presentado de conformidad con las disposiciones de la Ley de Asistencia Federal de Carreteras aprobada el 11 de julio de 1916 (39 Stat. 355), según enmendada y suplementada, Será multado bajo este título o encarcelado por un término mínimo de cinco años, o ambos."</p>		
<p>Cualquier persona que tenga razones para creer que esta ley ha sido incumplida, deberá informarlo al representante de la(s) Agencia(s) que se enumeran a continuación.</p>		
<p>Departamento Estatal de Transporte Mark Dunn, P.E. 515-239-1414 Ames, IA 50010</p>	<p>Departamento Federal de Transporte Oficina del Inspector General Línea libre de costo 1-800-424-9071</p>	<p>Administración Federal de Carreteras Administrador de la División Timothy C. Marshall 105 6th Street Ames, IA 50010 Phone: (515) 233-7300</p>
<p>5-39 FHWA Form-1022 SPA (Revised May 2015)</p>		

Job Safety and Health

- Iowa OSHA program
- Provides safety and health rights and responsibilities
- Contacts
- Revised 2019
- New version in 2021



Job Safety and Health

IT'S THE LAW!


All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



This poster is available free from OSHA.

Contact OSHA. We can help.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

Your Rights Under the Family Medical Leave Act of 1993

- Provides eligibility and rights related to leave
- Contacts
- Form WH1420
- Revised April 2016

EMPLOYEE RIGHTS

UNDER THE FAMILY MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-day* advance notice of the need for FMLA leave. If it is not possible to give 30-day* notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.


Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.






For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WH1420 REV 0418

Your Rights Under the Family Medical Leave Act of 1993

- Spanish

DERECHOS DEL EMPLEADO SEGÚN LA LEY DE AUSENCIA FAMILIAR Y MÉDICA

DIVISIÓN DE HORAS Y SALARIOS DEL DEPARTAMENTO DE EE. UU.

DE LOS DERECHOS DE LA LICENCIA

Los empleados elegibles que trabajan para un empleador sujeto a esta ley pueden tomarse hasta 12 semanas de licencia sin sueldo sin perder su empleo por las siguientes razones:

- El nacimiento de un hijo o la colocación de un hijo en adopción o en hogar de crianza;
- Para establecer lazos efectivos con un niño (la licencia debe ser tomada dentro del primer año del nacimiento o la colocación del niño);
- Para cuidar al cónyuge del empleado, al hijo, o al padre que tenga un problema de salud serio que califique;
- Debido a un problema de salud serio del mismo empleado que califique y que resulte en que el empleado no pueda realizar su trabajo;
- Por exigencias que califiquen relacionadas con el desempeño de un miembro de las fuerzas armadas que sea cónyuge del empleado, hijo o padre.

Un empleado elegible que es cónyuge, hijo, padre o familiar más cercano del miembro de las fuerzas armadas que está cubierto, puede tomarse hasta 26 semanas de licencia bajo la Ley de Ausencia Familiar y Médica (FMLA), por sus hijos en la guerra, en un período de 12 meses para cuidar al miembro de las fuerzas armadas que tenga una lesión o enfermedad seria.

Un empleado no tiene que tomarse la licencia de una sola vez. Cuando es médicamente necesario o de otra manera permitido, los empleados pueden tomarse la licencia de forma intermitente o en una jornada reducida.

Los empleados pueden elegir, o un empleador puede exigir, el uso de licencias pagadas acumuladas mientras se toman la licencia bajo la FMLA. Si un empleado sustituye la licencia pagada acumulada por la licencia bajo la FMLA, el empleado tiene que respetar las políticas de pago de licencias normales del empleador.

BENEFICIOS Y PROTECCIONES

Mientras los empleados estén de licencia bajo la FMLA, los empleadores tienen que continuar con la cobertura del seguro de salud como si los empleados no estuvieran de licencia.

Después de regresar de la licencia bajo la FMLA, o la mayoría de los empleados se tiene que restablecer el mismo trabajo o uno casi idéntico, con el pago, los beneficios y otras condiciones de empleo equivalentes.

Un empleador no puede interferir con los derechos de la FMLA de un individuo o tomar represalias contra alguien por usar o tratar de usar la licencia bajo la FMLA, oponente a cualquier proceso legal hecha por la FMLA, o estar involucrado en un procedimiento según o relacionado con la FMLA.

REQUISITOS DE ELEGIBILIDAD

Un empleado que trabaja para un empleador cubierto tiene que cumplir con tres criterios para poder ser elegible para una licencia bajo la FMLA. El empleado tiene que:

- Haber trabajado para el empleador por lo menos 12 meses;
- Tener por lo menos 1,250 horas de servicio en los 12 meses previos a tomar la licencia; y
- Trabajar en el lugar donde el empleador tiene al menos 50 empleados dentro de 75 millas del lugar de trabajo del empleado.

*Requisitos especiales de "horas de servicio" se aplican a empleados de una tripulación de una aerolínea.

PEDIDO DE LA LICENCIA

En general, los empleados tienen que pedir la licencia necesaria bajo la FMLA con 30 días de anticipación. Si no es posible notar con 30 días de anticipación, un empleado tiene que notificar al empleador lo más pronto posible y, generalmente, seguir los procedimientos usuales del empleador.

Los empleados no tienen que informar un diagnóstico médico, pero tienen que proporcionar información suficiente para que el empleador pueda determinar si la ausencia califica bajo la protección de la FMLA. La información suficiente podría incluir información al empleador que el empleado está o estará incapacitado para realizar sus funciones laborales, que un miembro de la familia no puede realizar las actividades diarias, o que una hospitalización o un tratamiento médico es necesario. Los empleados tienen que informar al empleador si la necesidad de la ausencia es por una razón por la cual la licencia bajo la FMLA fue previamente tomada o certificada.

Los empleadores pueden exigir un certificado o una recertificación periódica que respalde la necesidad de la licencia. Si el empleado determina que la certificación está incompleta, tiene que proporcionar un aviso por escrito indicando qué información adicional se requiere.

RESPONSABILIDADES DEL EMPLEADOR

Una vez que el empleador tome conocimiento que la necesidad de la ausencia del empleado es por una razón que puede calificar bajo la FMLA, el empleador que que notificar al empleado si él o ella es elegible para una licencia bajo la FMLA y si es elegible, también tiene que proporcionar un aviso de los derechos y las responsabilidades según la FMLA. Si el empleado no es elegible, el empleador tiene que brindar una razón por la cual no es elegible.

Los empleadores tienen que notificar a sus empleados si la ausencia será designada como licencia bajo la FMLA, y de ser así, cuánta ausencia será designada como licencia bajo la FMLA.

CUMPLIMIENTO

Los empleados pueden presentar un reclamo ante el Departamento de Los Empleados Los Los empleados pueden presentar un reclamo ante el Departamento de Trabajo de EE. UU., la División de Horas y Salarios, o pueden presentar una demanda privada contra un empleador.

La FMLA no afecta a ninguna ley federal o estatal que prohíba la discriminación ni sustituye a ninguna ley estatal o local o convenio colectivo de negociación que proporcione mayores derechos de ausencias familiares o médicas.

Para información adicional o para presentar un reclamo:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

Departamento de Trabajo de los EE.UU. | División de Horas y Salarios

5-43

Employee Polygraph Protection Act

- Provides rights related to taking lie detector tests
- Form WH1462
- Revised July 2016
- New version in 2021

EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH-1462-REV 2016

Employee Polygraph Protection Act

- Spanish

DERECHOS DEL EMPLEADO LEY PARA LA PROTECCIÓN DEL EMPLEADO CONTRA LA PRUEBA DEL POLÍGRAFO

La Ley Para La Protección del Empleado contra la Prueba de Polígrafo le prohíbe a la mayoría de los empleadores del sector privado que utilice pruebas con detectores de mentiras durante el periodo de pre-empleo o durante el servicio de empleo.

PROHIBICIONES Generalmente se le prohíbe al empleador que le exija o requiera a un empleado o a un solicitante a un trabajo que se cometa a una prueba con detector de mentiras, y que decida, discipline, o discrimine de ninguna forma contra un empleado o contra un aspirante a un trabajo por haberse negado a cometerse a la prueba o por haberse acogido a otros derechos establecidos por la Ley.

EXENCIONES Esta Ley no afecta a los empleados de los gobiernos federal, estatal y locales. Tampoco se aplica a las pruebas que el Gobierno Federal les administra a ciertos individuos del sector privado que trabajan en actividades relacionadas con la seguridad nacional.

La Ley permite la administración de pruebas de polígrafo (un tipo de detector de mentiras) en el sector privado, sujeta a ciertas restricciones, a ciertos aspirantes para empleos en compañías de seguridad (vehículos blindados, sistemas de alarma y guardias). También se les permite el uso de éstas a compañías que fabrican, distribuyen y dispensan productos farmacéuticos.

La Ley también permite la administración de estas pruebas de polígrafo, sujeta a ciertas restricciones, a empleados de empresas privadas que estén bajo sospecha razonable de estar involucrados en un incidente en el sitio de empleo (tal como un robo, desfalco, etc.) que le haya ocasionado daños económicos al empleador.

La Ley no sustituye ninguna provisión de cualquier otra ley estatal o local ni tampoco a tratados colectivos que sean más rigurosos con respecto a las pruebas de polígrafo.

DERECHOS DE LOS EXAMINADOS En casos en que se permitan las pruebas de polígrafo, éstas deben ser administradas bajo una cantidad de normas estrictas en cuanto a su administración y duración. Los examinados tienen un número de derechos específicos, incluyendo el derecho de advertencia por escrito antes de cometerse a la prueba, el derecho a negarse a cometerse a la prueba o a discontinuarla, al igual que el derecho a negarse a que los resultados de la prueba estén al alcance de personas no autorizadas.

CUMPLIMIENTO El/La Secretario(a) de Trabajo puede entablar pleitos para impedir violaciones y puede imponer penas pecuniarias civiles contra los violadores. Los empleados o solicitantes a empleo también tienen derecho a entablar sus propios pleitos en los tribunales.

LA LEY EXIGE QUE LOS EMPLEADORES EXHIBAN ESTE AVISO DONDE LOS EMPLEADOS Y LOS SOLICITANTES DE EMPLEO LO PUEDAN VER FÁCILMENTE.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-5843
TTY: 1-877-889-5627
www.dol.gov/wahd



Predetermined Wage Rate

- Most federal aid projects
- Provides required wages and fringe
- Project specific
- Only post when identified in contract
- When posted, post entire document

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/wahd/govcontracts.

Modification Number: 0
Publication Date: 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

20

Employee Rights Under the Davis-Bacon Act

- Required when using predetermined wage rates
- Provides rights related to wages
- Contacts
- Form WH1321
- Revised October 2017

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Mark Dunn, P.E.
515-239-1414
Ames, IA 50010

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-800-467-6243
TTY: 1-877-889-5627
www.dol.gov/whd

MAY 2017

Employee Rights Under the Davis-Bacon Act

- Spanish

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECENTES No se le puede pagar menos de la tasa de pago indicada en la División de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEDO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratos para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Mark Dunn, P.E.
515-239-1414
Ames, IA 50010

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-800-467-6243
TTY: 1-877-889-5627
www.dol.gov/whd

MAYO 2017

Bulletin Boards

1. The project is complete except for some erosion control items. Is it acceptable for the contractor to remove the bulletin board?
2. A new bypass is being constructed and consists of independent structures, grading and paving projects. After 1 construction season grading is completed and accepted, structures are still being built, and paving has not begun. At that time, which projects require bulletin boards?
3. You review your contract and there is no indication that predetermined wages are in effect. Is the contractor required to display the predetermined wage rate and form WH1321?
4. Your project lasts 9 months, at a minimum how many times should the board be checked?
5. The contractor erects a board that has all of the required posters but is in an area of the project that is gated and locked and is not accessible all of the time. What actions do you take?
6. After discussion regarding the inaccessibility of the board, the contractor refuses to move the board. What actions do you take?

1102.19 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS.

E. Dissemination of Policy.

5. Placement of EEO/AA Notices and Posters.

- a. The Contractor shall place the following notices and posters on a bulletin board at the project site in areas readily accessible to employees and potential employees.
 - 1) Notice provided by the Iowa DOT listing the names, addresses, and phone numbers of the Contractor and all approved subcontractors.
 - 2) ~~Publication OFCCP-1420 EEOC-P/E-1~~, stating "Equal Employment Opportunity is THE LAW".
 - 3) **Mandatory Supplement to EEOC P/E-1, "EEO is the Law" Mandatory Poster Supplement.**
 - 3 4) Form FHWA-1022, regarding any false statement, false representation, false report, or false claim made in connection with any Federal or Federal-aid highway or related project.
 - 4 5) Form WH-1321, Employee Rights Under the Davis-Bacon Act, required only if Davis/Bacon predetermined wage rates apply to the project.
 - 5 6) All wage rate decisions required by the contract. The wage rate decision shall be arranged on a bulletin board so that all wage rate and classification information is visible.
 - 6 7) Form 70-8025 Job Safety and Health.
 - 7 8) WH-1420 Your Rights Under the FMLA Act of 1993.
 - 8 9) WH-1462 Notice: Employee Polygraph Protection Act.
 - 10) Pay Transparency Nondiscrimination Provision.
 - 11) USERRA Poster, "Your Rights Under USERRA".
 - 9 12) WH-1321 SPA (Spanish version of Form WH-1321) stating "DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON" recommended only if Davis/Bacon predetermined wage rates apply to the project.*
 - 10 13) Form EEOC-P/S-1 (Spanish version of form EEOC-P/E-1), stating "La Igualdad de Oportunidades De Empleo Es LA LEY".*
- * These forms are not required, but it is strongly recommended that these two Spanish notices be posted whenever the company employs and/or anticipates receiving applications from those who speak Spanish.
- b. All required postings shall be in place when work commences on a project and shall remain in place through completion of the project.
- c. Progress payments to the Contractor will not be made until these notices and posters are displayed at the required site.

2.22 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. Contractor's Responsibility

2. Postings

The following are required to be posted on the project bulletin board:

- Subcontractor Authorization and EEO Poster Notice provided by the Iowa DOT Contracts and Specifications Bureau that lists the name, address and phone number of the Contractor's and all subcontractors' EEO/AA officer. This form is considered the Department's written authorization of subcontractors for the contract
- "Equal Employment Opportunity is the Law" Form EEOC P/E-1 with Supplement Poster*
- Form FHWA 1022 – Notice of False Statement
- If predetermined wage requirements apply:
 - Current Pre-Determined Wage Rate Decision
 - Form WH-1321 Employee Rights Under the Davis-Bacon Act *
- Form 70-8025 – Job Safety and Health
- WHD-1420 – Your Rights Under the Family Medical Leave Act of 1993
- WHD-1462 – Employee Polygraph Protection Act

* The Spanish version of these posters are recommended where Spanish speaking employees or applicants are likely to occur.

Examples of the posters are included in [Appendix 2-4 through 2-8](#). Electronic files of the posters are available for printing by the contractor on the Civil Rights website <https://iowadot.gov/civilrights/Documents-forms-and-reports>

All required site postings shall be in a location that is easily accessible to all employees. Postings may be fastened to a bulletin board, tool shed, or job office/trailer and protected from weather by glass or clear plastic. Postings that become soiled, faded, or otherwise illegible should be replaced. More than one posting may be necessary if there are multiple locations where workers report for work. Such cases typically occur on complex or long projects involving several different crews and/or subcontractors.

DAVIS BACON WAGES

Davis Bacon Wage Requirements

1

Davis Bacon Wage Requirements

- CM 2.24
- May be required on federal aid projects
- Identified in 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.

- Typically applied to employees conducting physical or manual duties

2

Davis Bacon Prevailing Wage

- Includes two interchangeable components
 - Hourly rate
 - Fringe benefits
- Minimum amount contractor must pay an employee
- Must be paid on all hours worked on the site of work
- Fringe benefits can be paid as
 - Cash
 - Payment to an approved plan, fund, or program
 - Combination of two
- Required hourly rates and fringe benefits are provided on predetermined wage rate document

3

Davis Bacon Prevailing Wage Example

Example:

The wage decision requires:

Basic hourly rate	\$10.00
Fringe benefits	<u>\$ 1.00</u>
Total prevailing rate	\$11.00

The contractor can comply by paying:

1. \$11.00 in cash wages
2. \$10.00 plus \$1.00 in pension contributions or other "bona fide" fringe benefits
3. \$ 9.00 plus \$2.00 in pension contributions or any combination of "bona fide" fringe benefits. In this example, overtime must be paid at the basic hourly rate of \$10.00

4

Davis Bacon Wage Overtime

- Davis Bacon covered contracts also require overtime
- Overtime is paid
 - For hours worked in excess of 40 hours per week
 - At 1 ½ times the hourly rate
- Regardless of the method of paying Fringe, it is not included when calculating overtime

5

Davis Bacon Overtime Wage Example

Davis-Bacon rate	\$10.00
Fringe benefit	\$ 2.00

The overtime rate of pay may be calculated by 3 methods:

1. \$10.00 (base)+ \$2 (fringe) + ½ \$10.00 (D-B rate) = \$17.00
2. \$12.00 (cash) + ½ \$10.00 (D-B rate) = \$17.00
3. \$ 8.00 (base)+ \$4 (fringe) + ½ \$10.00 (D-B rate) = \$17.00

6

Davis Bacon Wage Requirements

- Applies to
 - Laborers and mechanics
 - Employed by the contractor and subcontractors
 - Adjacent or virtually adjacent to the site of work
- Site of work
 - Location of work in contract documents
 - Tool yards, batch plants, borrow pits etc...
 - Dedicated exclusively to the performance of the contract
 - Adjacent, meaning sharing a common boundary with the project
 - Virtually adjacent, meaning a small separation between the project and a temporary plant site (1 mile or less)

7

Davis Bacon Wages for Truckers

- Applies to all employees of contractor and subcontractor hauling on the project or from the site of work
- Applies to independent truckers when
 - Hauling in an operation, plant, or pit virtually adjacent to the project exclusively producing materials for the project
 - Hauling materials from said locations to the project
- Truckers hauling from a commercial source are not covered except for time spent on the project
- Truckers hauling from a material supplier are not covered if the facility is off the project site and 10 % of sales are to the general public
- Owner-operator truckers are not covered

8

Trucker Davis Bacon Wage Examples

- A trucker is delivering steel from the High Strength Rebar Company supply yard located 20 miles from the project to the project. Are they covered by Davis Bacon Wages? **No, hauling is occurring from a material supplier that is off project.**
- A commercial ready mix supplies concrete to the project. Are the ready mix drivers covered by Davis Bacon Wages? **No, the ready mix is a commercial source.**
- An independent trucker delivers crushed recycled granular subbase from a regional recycling plant that is located 5 miles from the project. Are they covered by Davis Bacon Wages? **No, the operation is not within the project or virtually adjacent to the project.**

9

Trucker Davis Bacon Wage Examples

- The contractor's employees are delivering asphalt from the asphalt plant located just adjacent to the project. Are they covered by Davis Bacon Wages? **Yes, the operation is exclusive to the project and is located virtually adjacent to the project.**
- A subcontractor's employees are hauling dirt within the project limits. Are they covered by Davis Bacon Wages? **Yes, the operation is exclusive to the project and is located within the project.**

10

Davis Bacon Wage Exemptions

- Supervisors, unless spending more than 20 percent of their time regularly performing physical or manual duties
- Ticket-tackers
- Certified plant inspector
- Quality control technician
- Survey crew, unless performing non-survey physical or manual duties

11

Davis Bacon Wages Apprentices

- Permitted to work at less than the predetermined wage rate when all apply:
 - Individually registered in an approved apprenticeship program
 - Paid the program specified wage rate
 - Paid the program specified fringe benefits
 - Employed within the allowable program ratio of apprentices to journeymen
- Apprentice requirements may be applied to trainees

12

Wage Rate Interviews

13

Background

- Required for projects with Davis Bacon wages
- Conducted by field inspector
- Overview
 - Inspecting board and observing EEO compliance
 - Interviewing Davis Bacon wage covered employees
 - Documenting findings

14

Requirements

- CM 2.24 “Project Engineer’s Involvement” A. and B.
- Early and complete labor compliance
- At least one inspection shall be made on:
 - Prime contractors and each subcontractor performing more than \$10,000 of work (on any contract)
 - Contracts of short duration (six months or less)
- Multiple inspections at 6-month intervals should be made on long duration projects
- Complete Form 650170

15

Locating Predetermined Wage Rate

- Applied predetermined wage rate is identified in the contract

12/22/2017 08:03:28
AASHTOWare Project v3.01.164.01

IOWA DOT
IOWA DEPARTMENT OF TRANSPORTATION

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)

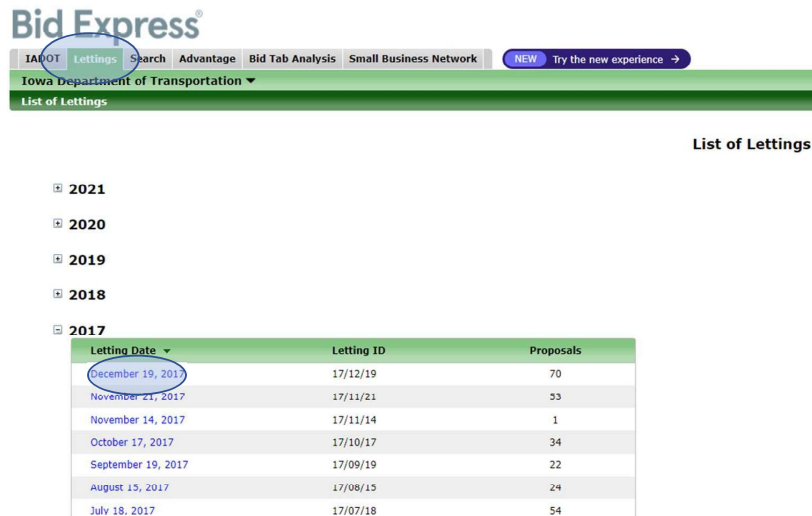
Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.

*** 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.

16

Locating Predetermined Wage Rate

- Bid Express <https://www.bidx.com/ia/lettings>
- Select the desired monthly letting



Bid Express®

IA DOT Lettings Search Advantage Bid Tab Analysis Small Business Network **NEW** Try the new experience →

Iowa Department of Transportation ▼

List of Lettings

List of Lettings

2021

2020

2019

2018

2017

Letting Date ▼	Letting ID	Proposals
December 19, 2017	17/12/19	70
November 21, 2017	17/11/21	53
November 14, 2017	17/11/14	1
October 17, 2017	17/10/17	34
September 19, 2017	17/09/19	22
August 15, 2017	17/08/15	24
July 18, 2017	17/07/18	54

17

Locating Predetermined Wage Rate

- Download Iowa State or Scott County Wage Rates

◀ Letting of December 19, 2017 ▶

Export (csv) | Export (tab)

Items	Amendments	Plan Sheets	Counties
70	2	0	ADAIR
73	3	0	ADAIR
36	0	0	BREMER
54	0	0	BUENA VISTA
60	2	0	BUENA VISTA
36	0	0	CALHOUN
48	2	0	CASS
35	1	0	CEDAR
42	1	0	DUBUQUE
204	2	0	DUBUQUE
63	1	0	HUMBOLDT
57	0	0	IDA

The letting has ended.

Also Available

- Apparent 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.

- Export Bid Tabs (csv / tab)
- All EBS Files
- Annual Bid Bonds
- Annual Bid Bonds.pdf
- Awarded Contract Unit Prices - ENGLISH
- 201701-201712_SumAward.txt
- Award Summary
- 19dec2017end.pdf
- Corrected Bids As Read
- Corrected As Read.pdf
- DBE.BIN
- 19decdb.bin
- DBE Commitments
- 171219_GDE_Commitments.pdf
- Iowa State Wage Rates
- Prescription - E 1417-97.0.pdf
- Notice to Bidders
- 171219noticeoforders.pdf
- Predetermined Unit Prices
- Predetermined - Eng - 102017.pdf
- Scott County Wage Rates
- Wage Rate Soc. rty 1417-9.5.pdf

18

Predetermined Wage Rate Page 1

- Version
- Location
- Labor classification
 - Zone
 - Rate
 - Fringes

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.

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(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)

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Modification Number 0 Publication Date 01/06/2017

SULA2016-001 06/07/2016

CARPENTER AND PILEDRIVERMEN:

	Rates	Fringes
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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

19

Predetermined Wage Rate Page 3

- Zone definitions
- Labor classifications

PREDETERMINED WAGE RATE

IA17 - 97.0

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 nozzle man; joint sealer kettleman; laser operator; pipelayer (sewer, water, and conduits) Zone 4 & 5; powderman tender; powderman/blaster; saw operator; tunnel laborer (zones 4 and 5).

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

IA170097 - 3

Wage Rate Interviews

- Identify exempt employees
 - Contractor and subcontractors performing less than \$10,000 of work
 - Participating in prevailing wage notification program (PWNP)
 - Exempt classifications
- Randomly select employees
- Minimize impacts to production and downtime
- Ask the following questions:
 - Is the employee receiving at least the specified wage rate for type and class of work performed?
 - Is proper allowance being made for fringe benefits and have the fringe benefit plans been explained to the employees?
 - Is work performed within the proper classification?
 - Are additional classifications necessary?
 - Does the employee have complaints about hours, wages, and/or fringe benefits?

21

EEO Project Site Inspection/Wage Rate Report

- Form 650170
<https://iowadot.gov/forms/650170-EEO-Project-Site-Inspection.pdf>
- Parts
 - Posters board
 - Non-segregated facilities
 - Wage rate interview
- Upload to DocExpress contract documents drawer

Form 650170 (11-20)

IOWADOT

**PROJECT ENGINEER'S
EEO PROJECT SITE INSPECTION/WAGE RATE REPORT**

An inspection was made on _____ in order to determine compliance with the posters/non-segregated facilities/labor standards provisions on the referenced contract

Contractor/Subcontractor _____

Contract ID _____ County _____

Project Engineer _____

1. Which posters are properly displayed? (Please check)

☐ Contractor's EEO/AA and Training Notice – (furnished by Office of Contracts)

☐ Form EEOC-P/E-1 EEO is the Law with Supplement

☐ Form EEOC-P/E-1 EEO is the Law (Spanish version)* with Supplement

☐ FHWA 1022 – Notice Concerning False Statements and Records**

☐ WH-1321 – Employee Rights Under the Davis-Bacon Act**

☐ WH-1321SPA – Employee Rights Under the Davis-Bacon Act (Spanish Version)**

☐ Predetermined Wage Rate Decision(s) Required by Contract**

☐ 70-8025 – Job Safety and Health

☐ WHD-1420 – Family and Medical Leave Act

☐ WHD-1462 – Employee Polygraph Protection Act

* Although not required, it is strongly recommended that these two posters be posted whenever the companies involved with this project either employ or anticipate employing persons who speak Spanish.

** Required only for Federal Aid contracts

If bulletin board does not comply with Article 1102.19.E.5, the following actions will be taken:
Project Inspector will issue a notice to contractor for non-compliance and
Progress payments will be suspended until all postings are properly displayed on bulletin board.

2. Are employee facilities provided on a non-segregated basis? ☐ Yes ☐ No

3. Are prevailing wages required? ☐ Yes ☐ No

Payroll Transcript No. _____ used for review, for week ending _____

4. Is contractor or subcontractor participating in AGC of Iowa's Prevailing Wage Notification Program (agc.org/pwnp.asp)? ☐ Yes ☐ No

5. Employees Interviewed:

Employee Name	Davis-Bacon Classification	Proper classification for duties performed?	Is employee aware of location of poster board?	Is employee receiving at least specified wage rate & fringe benefit?	Comments

6. General Comments: _____

Name of Interviewer _____ Date _____

22

EEO Project Site Inspection Report

- Check poster board
 - Is present
 - In good condition
 - Has all posters
 - Correct poster version
 - Current (02-22)
- Check facilities are non-segregated

Form 650170 (02-22)

IOWADOT

**PROJECT ENGINEER'S
EEO PROJECT SITE INSPECTION/WAGE RATE REPORT**

An inspection was made on _____, in order to determine compliance with the posters/non-segregated facilities/labor standards provisions on the referenced contract.

Contractor/Subcontractor _____

Contract ID _____ County _____

Project Engineer _____

1. Which posters are properly displayed? (Please check)

☐ Contractor's EEO/AA and Training Notice – (furnished by Office of Contracts)

☐ Form EEOC-P/E-1 EEO is the Law with Supplement ¹

☐ FHWA 1022 – Notice Concerning False Statements and Records ²

☐ WH-1089 – Employee Rights Under the Fair Labor Standards Act ^{1, 3}

☐ WH-1321 – Employee Rights Under the Davis-Bacon Act ^{1, 2}

☐ Predetermined Wage Rate Decision(s) Required by Contract ²

☐ 70-8025 – Job Safety and Health

☐ WHD-1420 – Family and Medical Leave Act

☐ WHD-1462 – Employee Polygraph Protection Act

☐ 41 CFR 60-1.35(c) – Pay Transparency Nondiscrimination Provision ¹

☐ Your Rights Under USERRA (Uniformed Services Employment & Reemployment Rights Act)

¹ Although not required, it is strongly recommended that the foreign language versions of these posters be posted whenever the companies involved with this project either employ or anticipate employing persons who speak another language.

² Required only for Federal Aid contracts

³ Needed only when Davis-Bacon does not apply

If bulletin board does not comply with Article 1102.19.E.5, the following actions will be taken:
Project Inspector will issue a notice to contractor for non-compliance and
Progress payments will be suspended until all postings are properly displayed on bulletin board.

2. Are employee facilities provided on a non-segregated basis? ☐ Yes ☐ No

3. Are prevailing wages required? ☐ Yes ☐ No
Payroll Transcript No. _____ used for review, for week ending _____

4. Is contractor or subcontractor participating in AGC of Iowa's Prevailing Wage Notification Program (agcia.org/pwmp.asp)? ☐ Yes ☐ No

5. Employees Interviewed:

Employee Name	Davis-Bacon Classification	Proper classification for duties performed?	Is employee aware of location of poster board?	Is employee receiving at least specified wage rate & fringe benefit?	Comments

6. General Comments: _____

Name of Interviewer _____ Date _____

23

EEO Project Site Inspection Report

Form 650170 (05-16)



PROJECT ENGINEER'S EEO PROJECT SITE INSPECTION/WAGE RATE REPORT

An inspection was made on May 17, 2018, in order to determine compliance with the posters/non-segregated facilities/labor standards provisions on the referenced contract

Contractor/Subcontractor Jim Schroeder Const

Contract ID 31-0321-041 County Dubuque

Project Engineer Hugh Holak

1. Which posters are properly displayed? (Please check)

- ☒ Contractor's EEO/AA and Training Notice – (furnished by Office of Contracts)
- ☒ Form EEOC-P/E-1 EEO is the Law with Supplement
- ☒ Form EEOC-P/E-1 EEO is the Law (Spanish version)* with Supplement
- ☒ FHWA 1022 – Notice Concerning False Statements and Records**
- ☒ WH-1321 – Employee Rights Under the Davis-Bacon Act**
- ☒ WH-1321SPA – Employee Rights Under the Davis-Bacon Act (Spanish Version)**
- ☒ Predetermined Wage Rate Decision(s) Required by Contract
- ☒ 70-8025 – Job Safety and Health
- ☒ WHD-1420 – Family and Medical Leave Act
- ☒ WHD-1462 – Employee Polygraph Protection Act

* Although not required, it is strongly recommended that these two posters be posted whenever the companies involved with this project either employ or anticipate employing persons who speak Spanish.

** Required only for Federal Aid contracts

If bulletin board does not comply with Article 1102.19.E.5, the following actions will be taken:

Project Inspector will issue a notice to contractor for non-compliance and
Progress payments will be suspended until all postings are properly displayed on bulletin board.

2. Are employee facilities provided on a non-segregated basis? ☒ Yes ☐ No

24

Wage Rate Report

- Identify payroll period
- Determine if interview needs to be conducted
 - PWNP
 - Exempt
- Interview a sample of employees
- Add comments and sign form

3. Are prevailing wages required? ☐ Yes ☐ No
 Payroll Transcript No. _____ used for review, for week ending _____

4. Is contractor or subcontractor participating in AGC of Iowa's Prevailing Wage Notification Program (agcia.org/pwnp.asp)? ☐ Yes ☐ No

5. Employees Interviewed:

Employee Name	Davis-Bacon Classification	Proper classification for duties performed?	Is employee aware of location of poster board?	Is employee receiving at least specified wage rate & fringe benefit?	Comments

6. General Comments: _____

Name of Interviewer _____ Date _____

25

Wage Rate Report

3. Are prevailing wages required? ☒ Yes ☐ No
 Payroll Transcript No. 1 used for review, for week ending May 19, 2018

4. Is contractor or subcontractor participating in AGC of Iowa's Prevailing Wage Notification Program (agcia.org/pwnp.asp)? ☐ Yes ☒ No

5. Employees Interviewed:

Employee Name	Davis-Bacon Classification	Proper classification for duties performed?	Is employee aware of location of poster board?	Is employee receiving at least specified wage rate & fringe benefit?	Comments
Nick Schroeder	Lab - Grp B	Yes	Yes	Yes	
Tyler Goedken	Lab - Carp - Grp A	Yes	Yes	Yes	
Jacob Oster	Oper Grp A	Yes	Yes	Yes	

6. General Comments: _____

John Willenbring _____ May 17, 2018
 Name of Interviewer _____ Date _____

26

Exempt Classification

Form 650170 (05-16)



PROJECT ENGINEER'S EEO PROJECT SITE INSPECTION/WAGE RATE REPORT

An inspection was made on May 17, 2018, in order to determine compliance with the posters/non-segregated facilities/labor standards provisions on the referenced contract

Contractor/Subcontractor Mid States Rebar
Contract ID 31-0321-041 County Dubuque
Project Engineer Hugh Holak

1. Which posters are properly displayed? (Please check)

- ☒ Contractor's EEO/AA and Training Notice – (furnished by Office of Contracts)
- ☒ Form EEOC-P/E-1 EEO is the Law with Supplement
- ☒ Form EEOC-P/E-1 EEO is the Law (Spanish version)* with Supplement
- ☒ FHWA 1022 – Notice Concerning False Statements and Records**
- ☒ WH-1321 – Employee Rights Under the Davis-Bacon Act**
- ☒ WH-1321SPA – Employee Rights Under the Davis-Bacon Act (Spanish Version)**
- ☒ Predetermined Wage Rate Decision(s) Required by Contract
- ☒ 70-8025 – Job Safety and Health
- ☒ WHD-1420 – Family and Medical Leave Act
- ☒ WHD-1462 – Employee Polygraph Protection Act

* Although not required, it is strongly recommended that these two posters be posted whenever the companies involved with this project either employ or anticipate employing persons who speak Spanish.

** Required only for Federal Aid contracts

If bulletin board does not comply with Article 1102.19.E.5, the following actions will be taken:

Project Inspector will issue a notice to contractor for non-compliance and
Progress payments will be suspended until all postings are properly displayed on bulletin board.

2. Are employee facilities provided on a non-segregated basis? ☒ Yes ☐ No

3. Are prevailing wages required? ☐ Yes ☒ No

Payroll Transcript No. _____ used for review, for week ending _____

4. Is contractor or subcontractor participating in AGC of Iowa's Prevailing Wage Notification Program (agcia.org/pwnp.asp)? ☐ Yes ☒ No

5. Employees Interviewed:

Employee Name	Davis-Bacon Classification	Proper classification for duties performed?	Is employee aware of location of poster board?	Is employee receiving at least specified wage rate & fringe benefit?	Comments

6. General Comments: Mid States Rebar is Sub Contractor / Supplier. No EEO Review Required

John Willenbring 5-17-2018 27
Name of Interviewer Date

Form 650170 (05-16)



PROJECT ENGINEER'S EEO PROJECT SITE INSPECTION/WAGE RATE REPORT

An inspection was made on June 8, 2018, in order to determine compliance with the posters/non-segregated facilities/labor standards provisions on the referenced contract

Contractor/Subcontractor Great Plains Survey
Contract ID 31-0321-041 County Dubuque
Project Engineer Hugh Holak

1. Which posters are properly displayed? (Please check)

- ☒ Contractor's EEO/AA and Training Notice – (furnished by Office of Contracts)
- ☒ Form EEOC-P/E-1 EEO is the Law with Supplement
- ☒ Form EEOC-P/E-1 EEO is the Law (Spanish version)* with Supplement
- ☒ FHWA 1022 – Notice Concerning False Statements and Records**
- ☒ WH-1321 – Employee Rights Under the Davis-Bacon Act**
- ☒ WH-1321SPA – Employee Rights Under the Davis-Bacon Act (Spanish Version)**
- ☒ Predetermined Wage Rate Decision(s) Required by Contract
- ☒ 70-8025 – Job Safety and Health
- ☒ WHD-1420 – Family and Medical Leave Act
- ☒ WHD-1462 – Employee Polygraph Protection Act

* Although not required, it is strongly recommended that these two posters be posted whenever the companies involved with this project either employ or anticipate employing persons who speak Spanish.

** Required only for Federal Aid contracts

If bulletin board does not comply with Article 1102.19.E.5, the following actions will be taken:

Project Inspector will issue a notice to contractor for non-compliance and
Progress payments will be suspended until all postings are properly displayed on bulletin board.

2. Are employee facilities provided on a non-segregated basis? ☒ Yes ☐ No

3. Are prevailing wages required? ☐ Yes ☒ No

Payroll Transcript No. _____ used for review, for week ending _____

4. Is contractor or subcontractor participating in AGC of Iowa's Prevailing Wage Notification Program (agcia.org/pwnp.asp)? ☐ Yes ☒ No

5. Employees Interviewed:

Employee Name	Davis-Bacon Classification	Proper classification for duties performed?	Is employee aware of location of poster board?	Is employee receiving at least specified wage rate & fringe benefit?	Comments

6. General Comments: Great Plains (Survey) not required for EEO Review

John Willenbring June 8, 2018 28
Name of Interviewer Date

AGC Prevailing Wage Notification Program

- Voluntary program run by AGC of Iowa
- Participating contractors proactively inform employees of wage rates and fringe benefits
- Wage rate interviews do not need to be conducted with participating contractors
- Participating contractors <http://agcia.org/pwnp.asp>

Prevailing Wage Notification Program

The following list of contractors are participating in the PWNP for 2020. IDOT Letting Effective Date 07/21/20

Company	Contact	Title	City	pwnp date
C.J. Moyna & Sons, Inc.	Megan Thompson	EEO Officer	Elkader	6/22/20
Candeco Construction	Dave Price	Safety Director	Washington	6/21/21
Cedar Falls Construction Co	Rachel Pilcher	Office Manager	Cedar Falls	6/22/20
Cedar Valley Corp LLC	Destiny Dietrick	HR Manager	Waterloo	6/25/20
Cohrs Construction Inc.	Richard Reimers	President	Spirit Lake	6/22/20
Curtis Contracting Corp	Paula Herold	President	Cedar Rapids	6/29/20
Dakota Traffic Services	Kevin Sampson	Branch Manager	Lawton	7/16/20
DeLong Construction	Dana DeLong-Patterson	President	Washington	1/29/21
Dormark Construction Co.	James Bayse	President	Grimes	1/11/21
Godbersen-Smith Const Co	Karman Reitz	Payroll Mgr	Ida Grove	6/22/20
Graves Construction Co Inc	Matt Graves	VP	Spencer	7/14/20
Gus Construction Co., Inc.	Jeff Ocheltree	President	Casey	6/22/20
Heartland Asphalt, Inc.	Chris Nitzschke	HR & Safety Dir	Mason City	6/26/20
Iowa Bridge & Culvert, LC	Dave Price	Safety Director	Washington	6/21/21
Iowa Civil Contracting	Gary Rhinehart	Human Resources	Victor	6/22/20
Iowa Plains Signing	Robin Peci	Office Mgr	Slater	6/22/20
JB Holland Construction	Diane Krentz	Controller	Decorah	4/9/21
Jones Contracting Corp	Alesha Barber	Office Mgr	West Point	6/22/20
K. Cunningham Construction	Joe Owen	President	Cedar Falls	6/22/20
K&W Electric, Inc.	Jeremy Brandt	VP	Cedar Falls	6/22/20
King Construction	April Roeder	Office Manager	Wall Lake	6/20/20
LL Pelling	Carmen Parker	Payroll Admin	North Liberty	6/24/20

29

Certified Payrolls

30

Background

- Required for projects with Davis Bacon wages
- Conducted by field inspector or inspection office staff
- Overview
 - Submitting certified payrolls by contractor and subcontractor
 - Communicating who is working and when
 - Reviewing submissions to verify prevailing wage requirements have been met

31

Certified Payroll Submittals

- Required for contractor and subcontractors
- Subcontractor submits through contractor
- Contractor must sign subcontractor submittals
- Start as soon as work begins on the project
- Completed weekly
- Contracting authority must receive
 - Contractor within 2 weeks of payroll period
 - Subcontractor within 3 weeks payroll period

32

Certified Payroll Submittals

- One copy of form 830176 or alternative containing all information on form 830176
- Sequentially numbered
- Indicate suspending or resuming work
- Include a statement of compliance
- Failure to provide may result in written notice and suspension of payment to those in violation
- Uploaded to DocExpress payroll drawer

33

Certified Payroll Reviews

- Ensure proper worker classifications and rates are being used
- Review the first 3-4 payrolls completely for contractor and each subcontractor
- When confident that correctness and consistency exists then spot check
- Resume full checks if problems are found
- Identify checked payrolls in DocExpress by adding “checked by name” in the comment field

34

Certified Payroll Items to Review

- Information in the heading is correct and complete
- Titles designating crafts correspond correctly with those in the wage schedule
- Crafts not listed in the wage decision are only used if a supplemental wage determination was secured
- Rate per hour is not less than that shown for each craft in the wage schedule
- Overtime rates are at least 1 ½ times the regular base rate, plus any fringe benefits
- Fringe benefits have been provided and appropriately checked on the Statement of Compliance
- Statement of Compliance is complete and properly signed (last sheet of packet for multiple-sheet payrolls)
- Contractor signature appears on all payrolls submitted from subcontractors
- Submitted within the required time period

35

Example 1 Contractor

36

Alternative

Certified Payroll Report

Contractor: Jim Schroeder Construction, Inc.
500 South Second Street
Bellevue, IA 52031

Project: 4210-17 Dubuque Colhwy 61

Project/Contract #
Payroll Number
For Week Ending: 1
5/19/2018

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other Deduct	Total Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat													
#140		carpenter tender	RT			3.50	3.50	9.50			16.50	21.33	351.95	0.17	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
#140		Fringe Laborer Gr A Zone 2	RT			3.50	3.50	9.50			16.50	1.78	29.37	0.01	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
#195		Operator Gr A Zone 2	RT			8.50	1.50	9.50			8.50	30.00	750.00	1.81	DD3043	1,695.00	105.09	24.57	151.00	92.00	150.00	522.66	1,172.34
#371		Carpenter Zone 2	RT			5.50	1.50	9.50			7.00	25.00	793.75	1.02	DD3050	1,618.75	100.37	23.47	229.00	79.00	150.00	581.84	1,036.91
#390		Laborer Gr B Zone 2	RT			5.00	5.00	9.00			5.00	19.48	506.48	0.41	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10
#390		carpenter tender	RT			5.00	5.00	9.00			5.00	19.48	506.48	0.41	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10
#390		Fringe Laborer Gr B Zone 2	RT			10.00	9.00				19.00	5.77	109.63	0.12	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10

Employee name/# no SS

Work classification with referenced grade and zone

Summation of hours

Regular or overtime

Pay rate

Fringe per hour

Sum of all pay

Other deductions

37

Cover Page and Heading

Form 830178 (12-14)
Contractor: Jim Schroeder Construction, Inc.
Address: 500 S. 2nd St, Bellevue, IA 52031
Subcontractor:
Address:
Type of Work: bridge contractor



Payroll No. 1
For Week Ending: 5-19-18
County: Dubuque, Iowa
Contract ID No. 31-0321-041
Date of Letting: 12/19/2017
Wage Decision No. IA17-97.0

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN see attached sheets)	WORK CLASSIFICATION (See Wage Decision for Title & Minimum Wage)	ST or OT	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amount Earned on All Work This Week	Deductions				Net Amount Earned	
				S	M	T	W	T	F	S					Soc. Sec. Tax	Fed. W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)		
1.																				
				Fringe Benefits (If any) If Paid in Cash																
2.																				
</																				

Certified Payroll Report

Contractor Jim Schroeder Construction, Inc. 500 South Second Street Bellevue, IA 52031				Project 4210-17 Dubuque Colhwy 61				Project/Contract # Payroll Number For Week Ending 1 5/19/2018																
		Hours Worked by Day									Timesheet	Paid	Pay	Job	Fringe	Check	Total	Social	Medi-	Federal	State	Total		
Employee Name	SSN	Work Classification	Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hours	Hours	Rate	Gross Pay	Rate	Number	Gross Pay	Security	care	Tax	Tax	Other	Deduct	Net Pay
#140		Laborer Gr A Zone 2	RT			3.50	3.50	9.50				16.50	21.33	351.95	0.17	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
		carpenter tender	RT																					
#140		Fringe Laborer Gr A Zone 2	RT			3.50	3.50	9.50				16.50	1.78	29.37	0.01	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
		Operator Gr A Zone 2	H1			8.50						8.50	30.00	750.00	1.81	DD3043	1,695.00	105.09	24.57	151.00	92.00	150.00	522.66	1,172.34
#195			OT				1.50	9.50				11.00	45.00											
		Carpenter Zone 2	RT			5.50	1.50					7.00	25.00	793.75	1.02	DD3050	1,618.75	100.37	23.47	229.00	79.00	150.00	581.84	1,036.91
#371			OT					7.50	9.00			16.50	37.50											
		Laborer Gr B Zone 2	RT					5.00				5.00	19.48	506.48	0.41	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10
#390			OT					5.00	9.00			14.00	29.22											
		carpenter tender	RT					10.00	9.00			19.00	5.77	109.63	0.12	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10
#390		Fringe Laborer Gr B Zone 2	RT																					

38

38

Title Craft Designation

Certified Payroll Report

Contractor			Jim Schroeder Construction, Inc. 500 South Second Street Bellevue, IA 52031										Project		4210-17 Dubuque College 61										Project/Contract #		1		Payroll Number		5/19/2018		For Week Ending	
		Hours Worked by Day																																
Employee Name	SSN	Work Classification	Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Deduct	Total Net Pay										
#140		Laborer Gr A Zone 2	RT				3.50	3.50	9.50			16.50	21.33	351.95	0.17	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66										
		carpenter tender																																
#140		Fringe Laborer Gr A Zone 2	RT				3.50	3.50	9.50			16.50	1.78	29.37	0.01	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66										
		Operator Gr A Zone 2	RT					8.50				8.50	30.00	750.00	1.81	DD3043	1,695.00	105.09	24.57	151.00	92.00	150.00	522.66	1,172.34										
#195			OT					1.50	9.50			11.00	45.00																					
		Carpenter Zone 2	RT				5.50	1.50				7.00	25.00	793.75	1.02	DD3050	1,618.75	100.37	23.47	229.00	79.00	150.00	581.84	1,036.91										
#371			OT					7.50	9.00			16.50	37.50																					
		Laborer Gr B Zone 2	RT					5.00				5.00	19.48	506.48	0.41	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10										
#390		carpenter tender	OT					5.00	9.00			14.00	29.22																					
		Fringe Laborer Gr B Zone 2	RT					10.00	9.00			19.00	5.77	109.63	0.12	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10										

39

Title Craft Designation

IA17-97.0 Page 3

PREDETERMINED WAGE RATE

IA17 - 97.0

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.

40

Title Craft Designation

IA17-97.0 Page 3

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 nozzleleman; 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

IA170097 - 3

41

Title Craft Designation

IA17-97.0 Page 2

	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
<u>LABORER:</u>		
<u>ZONE 1, 2, AND 3</u>		
GROUP A	21.33	8.50
GROUP AA	23.71	8.50
<u>GROUP B</u>	<u>19.48</u>	<u>8.50</u>
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

42

Wage Rate and Overtime

Certified Payroll Report

Contractor Jim Schroeder Construction, Inc. 500 South Second Street Bellevue, IA 52031			Project 4210-17 Dubuque Coll Hwy 61			Project/Contract # Payroll Number For Week Ending 1 5/19/2018																			
		Hours Worked by Day										Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi- care	Federal Tax	State Tax	Other	Total Deduct	Total Net Pay
Employee Name	SSN	Work Classification	Pay Type	Sun 13	Mon 14	Tue 15	Wed 16	Thu 17	Fri 18	Sat 19															
#140		Laborer Gr A Zone 2	RT				3.50	3.50	9.50			16.50	21.33	351.95	0.17	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66	
		carpenter tender																							
#140		Fringe Laborer Gr A Zone 2	RT				3.50	3.50	9.50			16.50	1.78	29.37	0.01	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66	
#195		Operator Gr A Zone 2	RT					8.50				8.50	30.00	750.00	1.81	DD3043	1,695.00	105.09	24.57	151.00	92.00	150.00	522.66	1,472.34	
			OT					1.50	9.50			11.00	45.00												
#371		Carpenter Zone 2	RT				5.50	1.50				7.00	25.00	793.75	1.02	DD3050	1,618.75	100.37	23.47	229.00	79.00	150.00	581.84	1,036.91	
			OT					7.50	9.00			16.50	37.50												
#390		Laborer Gr B Zone 2	RT					5.00				5.00	19.48	506.48	0.41	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10	
		carpenter tender						5.00	9.00			14.00	29.22												
#390		Fringe Laborer Gr B Zone 2	RT					10.00	9.00			19.00	5.77	109.63	0.12	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10	

Rate of \$19.48 ✓

Overtime 1.5 X \$19.48 = \$29.22 ✓

Gross pay (5.0 X \$19.48) + (14.0 X \$29.22) = \$506.48 ✓

43

Fringe Benefit

JIM SCHROEDER CONSTRUCTION, INC

General Contractor

Bridges - Culverts - Pile Driving - Wastewater & Water Treatment Plants

500 South Second Street, Bellevue, Iowa 52031-1326
Fringe Benefit Amounts

Phone (563) 872-5591 Fax (563) 872-3690

Employee	Job Class	Vac/Hol	Pro Share	Health	Total
#26	Operator - Group A	\$ 2.80	\$ 2.47	\$ 8.15	\$ 13.42
#44	Laborer - Group A	\$ 1.20	\$ 1.66	\$ 3.25	\$ 6.11
125	Laborer - Group A	\$ 1.17	\$ 1.66	\$ 4.30	\$ 7.13
#130	Laborer - Group A	\$ 1.80	\$ 1.66	\$ 3.25	\$ 6.71
#140	Laborer - Group A	\$ 0.76	\$ 1.66	\$ 4.30	\$ 6.72
#381	Laborer - Group A	\$ 0.76	\$ 1.66	\$ 3.25	\$ 5.67
#95	Laborer - Group A	\$ 0.76	\$ 1.62	\$ -	\$ 2.38
#75	Laborer - Gr B/Carpenter	\$ 0.80	\$ 1.87	\$ 2.80	\$ 5.47
#371	Carpenter	\$ 1.94	\$ 2.13	\$ 8.15	\$ 12.22
#390	Laborer - Group A	\$ 1.11	\$ 1.62	\$ -	\$ 2.73

Fringe benefit rate of \$2.73

44

Fringe Benefit

Certified Payroll Report

Contractor			Jim Schroeder Construction, Inc. 500 South Second Street Bellevue, IA 52031			Project			4210-17 Dubuque Coll Hwy 61			Project/Contract #			1			5/19/2018		

Fringe cash rate of \$5.77

Total fringe rate \$2.73 + \$5.77 = \$8.50

Total cash fringe 19.0 X \$5.77 = 109.63

45

Statement of Compliance

STATEMENT OF COMPLIANCE COUNTY Dubuque

PAYROLL NO. 1

I, Angie Jackson Office Manager do hereby state:

1) That I pay or supervise the payment of the persons employed by Jim Schroeder Construction, Inc. Contractor or Subcontractor

on Contract I.D. # 31-0321-041, that during the payroll period commencing on the 13th of May 2018, and ending on the 19th of May 2019, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Jim Schroeder Construction, Inc. Contractor or Subcontractor

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

See Deductions Column of This Payroll

2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4) That ☒ (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. Details of the fringe benefit plan, fund, or program shall be submitted with the first payroll to the contracting authority. The submittal shall include description of the benefits, dollar amount contributed per hour, and if applicable, name of the Trustee or third person to whom the benefits were paid.

☒ (b) WHERE FRINGE BENEFITS ARE PAID IN CASH Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of applicable basic hourly rate plus the amount of the required fringe benefit as listed in the contract, except as noted in Section 4(c) below.

☐ (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks	

Name & Title Angie Jackson, Office Manager Date 5-22-18

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

46

Example 2 Subcontractor

47

Form 830176

Form 830176 (12-14)

Contractor Jim Schroeder Construction, Inc.
Address 890 South Second St, Bellevue, IA 52821
Subcontractor Dormark Construction Co.
Address PO Box 530 Grimes, IA
Type of Work Concrete Barrier Rail

Contractor information

Work week and hours worked each day

IOWADOT
CERTIFIED
TRANSCRIPT OF LABOR PAYROLL

Project

FOR USE ON ALL
FEDERAL AID PROJECTS

Payroll No. 2
For Week Ending 10/20/2018
County: DUBUQUE, Iowa
Contract ID No. 31-0321-041
Date of Letting 12/18/2017 Wage Decision No. 1A17-97.0

Sequence and date for week ending

Wage decision

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN)	WORK CLASSIFICATION (See Wage Decision for Title & Minimum Wage)	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amount Earned on All Work This Week	Deductions				Net Amount Earned		
			ST	S	M	T	W	T	F					S	Soc. Sec. Tax	Fed. WH Tax	State WH Tax		Other Approved Deductions (Itemized)	
1.	19080. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST			7					7	\$ 19.48	\$ 136.36							
			OT								\$ 29.22									
			Fringe Benefits (if any) If Paid in Cash								\$ 8.50	\$ 59.50								
			Total								\$ 195.06		\$ 594.86	\$ 46.51	\$ 49.60	\$ 25.00	\$ 4.76	\$ 469.99		
2.	32495. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST			8.5					8.5	\$ 19.48	\$ 165.58							
			OT								\$ 29.22	\$ 72.25								
			Fringe Benefits (if any) If Paid in Cash								\$ 8.50	\$ 72.25								
			Total								\$ 237.83		\$ 1,712.47	\$131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$1,047.68		
3.	32495. [REDACTED]	CONCRETE FINISHER ZONE 1 GENERAL LABORER	ST			8					8	\$ 24.60	\$ 196.80							
			OT								\$ 36.75	\$ 147.00								
			Fringe Benefits (if any) If Paid in Cash								\$ 7.10	\$ 42.60								
			Total								\$ 199.50		\$ 1,712.47	\$131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$1,047.68		
4.	51900. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			7					7	\$ 24.50	\$ 171.50							
			OT								\$ 36.75	\$ 147.00								
			Fringe Benefits (if any) If Paid in Cash								\$ 7.10	\$ 48.70								
			Total								\$ 225.20		\$ 1,404.81	\$107.47	\$ 105.87	\$ 76.00	\$ 91.73	\$1,024.74		

Employee name/#

Work classification with reference grade and zone

Standard or overtime

Summation of hours

Pay rate

Sum of all pay

Other deductions

48

Heading

Form 630176 (12-14)

Contractor Jim Schroeder Construction, Inc.
Address 900 South Second St. Bellevue, IA 52031
Subcontractor Dormark Construction Co.
Address PO Box 530 Grimes, IA
Type of Work Concrete Barrier Rail

IOWADOT CERTIFIED TRANSCRIPT OF LABOR PAYROLL

FOR USE ON ALL
FEDERAL AID PROJECTS

Payroll No. 2
For Week Ending 10/20/2018
County: DUBUQUE, Iowa
Contract ID No. 31-0321-041
Date of Letting 12/18/2017 Wage Decision No. IA17-97.0

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN)	WORK CLASSIFICATION (See Wage Decision for Title & Minimum Wage)	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amount Earned on All Work This Week	Deductions				Net Amount Earned
			ST	S	M	T	W	T	F	S				Soc. Sec. Tax	Fed. W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)	
1.	19090. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST								7	\$ 19.48	\$ 136.36					
			OT			7						\$ 29.22						
			Fringe Benefits (If any) If Paid In Cash									7	\$ 8.50	\$ 59.60				
			Total									\$ 195.86	\$ 594.86	\$ 46.51	\$ 49.60	\$ 25.00	\$ 4.76	\$ 469.99
2.	32495. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST			8.5					8.5	\$ 19.48	\$ 165.58					
			OT									\$ 29.22						
			Fringe Benefits (If any) If Paid In Cash									8.5	\$ 8.50	\$ 72.25				
			Total									\$ 237.83	\$ 1,712.47	\$131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$1,047.66
3.	32495. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			6					6	\$ 24.50	\$ 147.00					
			OT									\$ 36.75						
			Fringe Benefits (If any) If Paid In Cash									6	\$ 7.10	\$ 42.60				
			Total									\$ 189.60	\$ 1,712.47	\$131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$1,047.66
4.	51800. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			7					7	\$ 24.50	\$ 171.50					
			OT									\$ 36.75						
			Fringe Benefits (If any) If Paid In Cash									7	\$ 7.10	\$ 49.70				
			Total									\$ 221.20	\$ 5,404.81	\$107.47	\$ 105.97	\$ 76.00	\$ 91.73	\$1,024.74

49

Title Craft Designation

Form 630176 (12-14)

Contractor Jim Schroeder Construction, Inc.
Address 900 South Second St. Bellevue, IA 52031
Subcontractor Dormark Construction Co.
Address PO Box 530 Grimes, IA
Type of Work Concrete Barrier Rail

IOWADOT CERTIFIED TRANSCRIPT OF LABOR PAYROLL

FOR USE ON ALL
FEDERAL AID PROJECTS

Payroll No. 2
For Week Ending 10/20/2018
County: DUBUQUE, Iowa
Contract ID No. 31-0321-041
Date of Letting 12/18/2017 Wage Decision No. IA17-97.0

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN)	WORK CLASSIFICATION (See Wage Decision for Title & Minimum Wage)	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amount Earned on All Work This Week	Deductions				Net Amount Earned
			ST	S	M	T	W	T	F	S				Soc. Sec. Tax	Fed. W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)	
1.	19090. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST								7	\$ 19.48	\$ 136.36					
			OT			7						\$ 29.22						
			Fringe Benefits (If any) If Paid In Cash									7	\$ 8.50	\$ 59.60				
			Total									\$ 195.86	\$ 594.86	\$ 46.51	\$ 49.60	\$ 25.00	\$ 4.76	\$ 469.99
2.	32495. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST			8.5					8.5	\$ 19.48	\$ 165.58					
			OT									\$ 29.22						
			Fringe Benefits (If any) If Paid In Cash									8.5	\$ 8.50	\$ 72.25				
			Total									\$ 237.83	\$ 1,712.47	\$131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$1,047.66
3.	32495. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			6					6	\$ 24.50	\$ 147.00					
			OT									\$ 36.75						
			Fringe Benefits (If any) If Paid In Cash									6	\$ 7.10	\$ 42.60				
			Total									\$ 189.60	\$ 1,712.47	\$131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$1,047.66
4.	51800. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			7					7	\$ 24.50	\$ 171.50					
			OT									\$ 36.75						
			Fringe Benefits (If any) If Paid In Cash									7	\$ 7.10	\$ 49.70				
			Total									\$ 221.20	\$ 5,404.81	\$107.47	\$ 105.97	\$ 76.00	\$ 91.73	\$1,024.74

50

Title Craft Designation

IA17-97.0 Page 3

PREDETERMINED WAGE RATE		IA17 - 97.0
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.

51

Title Craft Designation

IA17-97.0 Page 1

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

52

Wage Rate and Overtime

Form 830178 (12-14)

Contractor Jlm Schroeder Construction, Inc.
Address 500 South Second St. Bellevue, IA 52601
Subcontractor Dormark Construction Co.
Address PO Box 630 Grimes, IA
Type of Work Concrete Barrier Rail



FOR USE ON ALL
FEDERAL AID PROJECTS

Payroll No. 2
For Week Ending 10/20/2018
County: DUBUQUE, Iowa
Contract ID No. 31-0321-041
Date of Letting 12/18/2017 Wage Decision No. IA17-97.0

Line No.	EMPLOYEE (include name & identifying number such as last four digits of employee's SSN)	WORK CLASSIFICATION (See Wage Decision for Title & Minimum Wage)	ST or OT	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amount Earned on All Work This Week	Deductions				Net Amount Earned
				S	M	T	W	T	F	S					Soc. Sec. Tax	Fed. W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)	
1.	19080. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST			7					7	\$ 19.48	\$ 136.36	\$ 594.86	\$ 46.51	\$ 49.60	\$ 25.00	\$ 4.70	\$ 408.99
			OT									\$ 29.22							
			Fringe Benefits (If any): If Paid In Cash										\$ 69.60						
			Total										\$ 195.88						
2.	32495. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST			8.5					8.5	\$ 19.48	\$ 165.58	\$ 1,712.47	\$ 131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$ 1,047.66
			OT									\$ 29.22							
			Fringe Benefits (If any): If Paid In Cash										\$ 72.25						
			Total										\$ 237.83						
3.	32495. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			6					6	\$ 24.50	\$ 147.00	\$ 1,712.47	\$ 131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$ 1,047.66
			OT									\$ 36.75							
			Fringe Benefits (If any): If Paid In Cash										\$ 42.60						
			Total										\$ 189.60						
4.	51800. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			7					7	\$ 24.50	\$ 171.50	\$ 1,404.81	\$ 107.47	\$ 105.97	\$ 75.00	\$ 91.73	\$ 1,024.74
			OT									\$ 36.75							
			Fringe Benefits (If any): If Paid In Cash										\$ 49.70						
			Total										\$ 221.20						

Rate of \$24.50 ✓

Gross pay (6.0 X \$24.50) = \$147.00 ✓

53

Fringe Benefit

To Whom This Concerns:

Re: Certified Payrolls

Dormark pays the fringe portion of the Davis Bacon Pay Scale in cash.

When overtime hours are involved, Dormark pays overtime at time and half on the wage portion of the Davis Bacon Pay Scale.

Our payroll system is set up as [2] pay types- Regular "REG" and overtime "OT". Regular pay in our payroll software equals the base pay plus the fringe that we are paying in cash. Overtime pay in our payroll system is the overtime premium on the base wage [50% of the base wage is the overtime premium].

Each and every hour is paid the "Reg" pay and only the overtime hours "OT" are paid the overtime premium which is 50% of the base wage. Because of this, the "OT" hours are included in both the "Reg" line and the "OT" line on the Certified Payroll Report.

[For example- If an employee worked 14 hours, the certified report will show Reg 14 and OT 4. You must ignore the number of hours identified as OT when considering how many hours he or she worked that day since the total hours for the day are included in the Reg hours line which in this example would be 14].

Example- Laborer with a base rate of 21.89/ hour and a fringe rate of 9.89/ hour. Our payroll software calls this "Reg" pay with a rate of 21.89+9.89= 31.78. Overtime hours "OT" are paid at "Reg" Pay rate of 31.78 plus the overtime premium which is 50% of the base rate of 21.89/ hour or 10.95/ hour. So the employee would be paid a total of 42.73/ hour for overtime hours worked. [Base rate of 21.89 @ 1.5 = 32.84 plus fringe of 9.89 = 42.73 /hour] This will show up on the certified payroll as follows- [1] "Reg" hours = all hours worked including the overtime hours paid at the 31.78 / hour rate which includes the fringe and [2] "OT" hours paid at the overtime premium amount only [10.95/hour] because the base rate is already included in the "Reg" pay item.

54

Fringe Benefit

Form 830176 (12-14)

Contractor Jim Schroeder Construction, Inc.
 Address 500 South Second St. Bellevue, IA 52801
 Subcontractor Dormark Construction Co.
 Address PO Box 530 Grimes, IA
 Type of Work Concrete Barrier Rail



FOR USE ON ALL
FEDERAL AID PROJECTS

Payroll No. 2
 For Week Ending 10/20/2018
 County: DUBUQUE, Iowa
 Contract ID No. 31-0321-041
 Date of Letting 12/18/2017 Wage Decision No. IA17-97.0

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN)	WORK CLASSIFICATION (See Wage Decision for Title & Minimum Wage)	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amount Earned on All Work This Week	Deductions				Net Amount Earned
			S	M	T	W	T	F	S					Soc. Sec. Tax	Fed. W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)	
1.	19080. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST							7	\$ 19.48	\$ 136.36						
			OT								\$ 29.22							
			Fringe Benefits (If any) If Paid In Cash							7	\$ 8.50	\$ 59.50						
			Total									\$ 195.86	\$ 594.86	\$ 45.51	\$ 49.60	\$ 25.00	\$ 4.70	\$ 469.99
2.	32495. [REDACTED]	LABORER, GRP B ZONE 2 GENERAL LABORER	ST			8.5				8.5	\$ 19.48	\$ 165.58						
			OT								\$ 29.22							
			Fringe Benefits (If any) If Paid In Cash							8.5	\$ 8.50	\$ 72.25						
			Total									\$ 237.83	\$ 1,712.47	\$ 131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$ 1,047.66
3.	32495. [REDACTED]	CONCRETE FINISHER ZONE 1 GENERAL LABORER	ST			6				6	\$ 24.50	\$ 147.00						
			OT								\$ 36.75							
			Fringe Benefits (If any) If Paid In Cash							6	\$ 7.10	\$ 42.60						
			Total									\$ 199.60	\$ 1,712.47	\$ 131.01	\$ 195.21	\$ 103.00	\$ 235.57	\$ 1,047.66
4.	51800. [REDACTED]	CONCRETE FINISHER ZONE 2 GENERAL LABORER	ST			7				7	\$ 24.50	\$ 171.50						
			OT								\$ 36.75							
			Fringe Benefits (If any) If Paid In Cash							7	\$ 7.10	\$ 49.70						
			Total									\$ 221.20	\$ 1,404.81	\$ 107.47	\$ 105.87	\$ 75.00	\$ 91.73	\$ 1,024.74

Fringe cash rate of \$7.10

Total fringe rate \$7.10

Total cash fringe 6.0 X \$7.10 = \$42.60

Total pay \$147.00 + \$42.60 = \$199.60

55

Other Deductions

Dormark Construction Co

Check Deduct Report

Page 1

Record Security: Disabled

Employee	Employee Name	Period End Date	Deduction ID	Amount
19080	[REDACTED]	10-20-2018	1	4.76
32495	[REDACTED]	10-20-2018	1	143.84
			4	91.73
				235.57*
51800	[REDACTED]	10-20-2018	4	91.73
69015	[REDACTED]	10-20-2018	23	50.00

- 1 Child Support
- 3 Garnishment
- 4 Wage Advance
- 10 Suppl. Insurance
- 11 Suppl. Insurance
- 23 Simple IRA
- 28 Health Insurance
- 29 Garnishment

56

Statement of Compliance

STATEMENT OF COMPLIANCE COUNTY DUBUQUE
PAYROLL NO. 2

I, SHEILA COOLMAN OFFICE ASSISTANT do hereby state:
Name of Statutory Party Title

1) That I pay or supervise the payment of the persons employed by DORMARK CONSTRUCTION CO.
Contractor or Subcontractor

on Contract I.D. No. 31-0321-041 that during the payroll period commencing on the 14 of OCTOBER, 2018, and ending on the 20 of OCTOBER, 2018.
(Year) (Year)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said DORMARK CONSTRUCTION CO.
Contractor or Subcontractor

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 548, 63 Stat. 108, 72 Stat. 967; 79 Stat. 357, 40 U.S.C. 3145), and described below:

See Deductions Column of This Payroll

2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4) That:

☐ (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. Details of the fringe benefit plan, fund, or program shall be submitted with the first payroll to the contracting authority. The submittal shall include description of the benefits, dollar amount contributed per hour, and if applicable, name of the Trustee or third person to whom the benefits were paid.

☒ (b) WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of applicable basic hourly rate plus the amount of the required fringe benefit as listed in the contract, except as noted in Section 4(c) below.

☒ (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
<u>XXXXXX</u>	<u>does not get a cash fringe because his wage covers the required wage plus fringe</u>
Remarks	
Name & Title	Signature Date
Sheila Coolman, Office Assistant	<u>Sheila Coolman</u> 10/24/18

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code

NOTE:

Whenever possible the name of employees shall be grouped on the payroll transcript under their appropriate classification:

- 1) Supervisory and administrative (if included)
- 2) Skilled labor
- 3) Intermediate labor
- 4) Unskilled labor

Payroll transcripts are to be submitted to the project engineer within seven days from the end of the period covered.

The prime contractor shall be responsible for the submission of copies of payroll of all subcontractors. See Required Contract Provisions Form FHWA-1273.

Date Rec'd Project Engineer's Office

Checked by (if Applicable)

STATEMENT BY PRIME CONTRACTOR (if applicable)

This payroll for our subcontractor was received on October 29, 2018, and to the best of our knowledge is correct and complete. It was

forwarded to the office of the project engineer on October 30, 2018.

Signed Angie Jackson

Title Office Manager 57

Proof of Receipt and Check

Dormark Construction Payroll #1 DORMARK CONSTRUCTION CO.

Jim Schroeder Construction

1 comment 0 supporting documents

Nov 15 12:38 PM EST **Received**
payroll checked. Sharon Chase
2018 Document transitioned from Submitted to Received.
Iowa DOT - Sharon Chase

Oct 22 10:32 AM EDT **Submitted**
Version 1 (current)
2018 Jim Schroeder Construction - Dan Schroeder

Example 3 Union Fringe Exception

59

Heading

Form 830176 12-14

Contractor Jim Schroeder Construction
Address 500 South 2nd Street Bellevue, IA 52031
Subcontractor Tschiggfrie Excavating Co
Address 425 Julien Dubuque Drive Dubuque, IA 52003-7926
Type of Work Bridge Approaches
 779-Jim Schroeder Co-IDOT Dubuque 500 South 2nd Street Bellevue, IA 52031

Iowa Department of Transportation
CERTIFIED
TRANSCRIPT OF LABOR PAYROLL
 FOR USE ON ALL
 FEDERAL AID PROJECTS

Payroll No. 1 **Sheet** 1 **of** 1
For Week Ending 06/16/18
County: Dubuque, Iowa
Contract ID No. 31-0321-041
Date of Letting 12/19/2017 **Wage Decision No.** IA17-97.0

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN)	Work Classification (See Wage Decision for Title and Minimum Wage)	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amt Earned on All Work This Week	Deductions					Net Amount Earned
			S 06/10	M 06/11	T 06/12	W 06/13	T 06/14	F 06/15	S 06/16					Soc Sec Tax	Fed W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)		
1		Power Equipment Operators-GR A - Zone 2 -bulldozer (finish)					5.50		5.50	43.05	236.78	2,028.13	157.75	298.61	136.00	CORR 0.16	1,435.61		
							6.00		6.00	28.50	171.00								
									11.50	3.00	34.50								
											442.28								
2		Power Equipment Operators-GR A - Zone 2 -excavator (over 1/2 cu. yd)					4.00		4.00	43.05	172.20	1,901.68	147.22	200.77	121.00		1,432.69		
							7.00		7.00	28.50	199.50								
									11.00	2.00	22.00								
											393.70								
3		Truck Driver Zone 2				6.00			6.00	22.60	135.60	1,530.40	117.08	154.67	91.00		1,167.65		
									6.00	1.50	9.00								
											144.60								

60

Form 830176 12-14 Contractor Jim Schroeder Construction Address 500 South 2nd Street Bellevue, IA 52031 Subcontractor Tschigglie Excavating Co Address 425 Julien Dubuque Drive Dubuque, IA 52003-7926 Type of Work Bridge Approaches 779-Jim Schroeder Co-IDOT Dubuque 500 South 2nd Street Bellevue, IA 52031	Iowa Department of Transportation CERTIFIED TRANSCRIPT OF LABOR PAYROLL FOR USE ON ALL FEDERAL AID PROJECTS	Payroll No. 1 Sheet 1 of 1 For Week Ending 06/16/18 County: Dubuque Contract ID No. 31-0321-041 Date of Letting 12/19/2017 Wage Decision No. IA17-97.0
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61

Title Craft Designation
IA17-97.0 Page 3

PREDETERMINED WAGE RATE		IA17 - 97.0
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.

62

Title Craft Designation

IA17-97.0 Page 4

PREDETERMINED WAGE RATE

IA17 - 97.0

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

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

63

Title Craft Designation

IA17-97.0 Page 2

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

64

Fringe Exception

Jim Schroeder Co- IDOT Dubuque
STATEMENT OF COMPLIANCE

COUNTY Dubuque
PAYROLL NO. 1

I, Ty Malcom, Office Manager, do hereby state:
Name of signatory party Title

(1) That I pay or supervise the payment of the persons employed by Tschiggfrie Excavating Co (Contractor or Subcontractor) on the Contract ID No. 31-0321-041, that during the payroll period commencing on the 10th day of June 2018, and ending the 16th day of June 2018, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Tschiggfrie Excavating Co from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3(29CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357, 40 U.S.C. 3145), as described below:

See Deductions Column of this Payroll

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

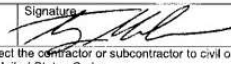
☒ (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. Details of the fringe benefit plan, fund, or program shall be submitted with the first payroll to the contracting authority. The submittal shall include description of the benefits, dollar amount contributed per hour, and if applicable, name of the Trustee or third person to whom the benefits were paid.

☒ (b) WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

☒ (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Operators Local 234	Fringes paid at \$13.70 Per Hour
Laborers Local 43	Fringes paid at \$8.85 Per Hour
Drivers-Teamsters Loc 120	Fringes paid at \$10.70 Per Hour

Remarks Approved Deductions: Dues=Dues Withheld, DuesAdmin=Admin. Union Dues
CS=Child Support, Fee=CS Admin, Union Dues, GORR=Correction

Name and Title Ty Malcom Office Manager
Signature 
Date 3/7/19

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

65

Overtime Wage Rate and Fringe

Form 830176 12-14
Contractor Jim Schroeder Construction
Address 500 South 2nd Street Bellevue, IA 52031
Subcontractor Tschiggfrie Excavating Co
Address 425 Julien Dubuque Drive Dubuque, IA 52003-7926
Type of Work Bridge Approaches
779-Jim Schroeder Co-IDOT Dubuque 500 South 2nd Street Bellevue, IA 52031

Iowa Department of Transportation
CERTIFIED
TRANSCRIPT OF LABOR PAYROLL
FOR USE ON ALL
FEDERAL AID PROJECTS

Payroll No. 1 Sheet 1 of 1
For Week Ending 06/16/18
County: Dubuque, Iowa
Contract ID No. 31-0321-041
Date of Letting 12/19/2017 Wage Decision No. IA17-97.0

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN)	Work Classification (See Wage Decision for Title and Minimum Wage)	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amt Earned on All Work This Week	Deductions				Net Amount Earned
			S	M	T	W	T	F	S					Sec Tax	Fed W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)	
1		Power Equipment Operators-GR A Zone 2 -bulldozer (finish)					5.50			5.50	43.05	236.78	2,828.13	167.75	298.61	136.00	CORR 0.16	1,435.61
							6.00			6.00	28.50	171.00					0.16	
										11.50	3.00	34.50						
												442.28						
2		Power Equipment Operators-GR A Zone 2 -excavator (over 1/2 cu. yd)					4.00			4.00	43.05	172.20	1,901.68	147.22	200.77	121.00		1,432.69
							7.00			7.00	28.50	199.50						
										11.00	2.00	22.00						
												393.70						
3		Truck Driver Zone 2					6.00			6.00	22.60	135.60	1,530.40	117.08	154.67	91.00		1,167.65
										6.00	1.50	9.00						
												144.60						

Rate of \$28.50

Rate of \$28.70

Fringe cash rate of \$3.00

Fringe union rate of \$13.70

Total fringe rate \$3.00 + \$13.70 = \$16.70

Total fringe rate \$ 13.30

Prevailing Wage \$28.50 + \$16.70 = \$45.20

Prevailing Wage \$28.70 + \$13.30 = \$42.00

66

Overtime

Form 830176 12-14
Contractor Jim Schroeder Construction
Address 500 South 2nd Street Bellevue, IA 52031
Subcontractor Tschiggfrie Excavating Co
Address 425 Julien Dubuque Drive Dubuque, IA 52003-7926
Type of Work Bridge Approaches
779-Jim Schroeder Co-IDOT Dubuque 500 South 2nd Street Bellevue, IA 52031

Iowa Department of Transportation
CERTIFIED
TRANSCRIPT OF LABOR PAYROLL
FOR USE ON ALL
FEDERAL AID PROJECTS

Payroll No. 1 **Sheet** 1 **of** 1
For Week Ending 06/16/18
County: Dubuque **lowa**
Contract ID No. 31-0321-041
Date of Letting 12/19/2017 **Wage Decision No.** IA17-97.0

Line No.	EMPLOYEE (Include name & identifying number such as last four digits of employee's SSN)	Work Classification (See Wage Decision for Title and Minimum Wage)	Hours Worked Each Day							Total Hours	Rate Per Hour	Gross Amount Earned on This Project	Gross Amt Earned on All Work This Week	Deductions				Net Amount Earned
			S	M	T	W	T	F	S					Soc Sec Tax	Fed W/H Tax	State W/H Tax	Other Approved Deductions (Itemized)	
1		Power Equipment Operators-GR A Zone 2 -bulldozer (finish)					5.50		5.50	11.00	43.05	236.78	2,028.13	157.75	298.61	136.00	CORR 0.16	1,435.61
							6.00		6.00	12.00	28.50	171.00					0.16	
										11.50	3.00	34.50						
2		Power Equipment Operators-GR A Zone 2 -excavator (over 1/2 cu. yd)					4.00		4.00	8.00	43.05	172.20	1,901.68	147.22	200.77	121.00		1,432.69
							7.00		7.00	14.00	28.50	199.50						
										11.00	2.00	22.00						
3		Truck Driver Zone 2					6.00		6.00	12.00	22.60	135.60	1,530.40	117.08	154.67	91.00		1,167.65
										6.00	1.50	9.00						

Overtime 43.05 ✓

Gross pay $(5.5 \times \$43.05) + (6.0 \times \$28.50) + (11.5 \times 3.00) = \442.28 ✓

67

Statement of Compliance

Jim Schroeder Co-IDOT Dubuque
STATEMENT OF COMPLIANCE
COUNTY Dubuque
PAYROLL NO. 1
I, Ty Malcom, Office Manager, do hereby state:
Name of signatory party **Title**
(1) That I pay or supervise the payment of the persons employed by Tschiggfrie Excavating Co
on the Contract ID No. 31-0321-041 **, that during the payroll period commencing on the 10th day of June** 2018 **, and ending the 16th day of June** 2018 **, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said** Tschiggfrie Excavating Co **from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 320CFR Subtitle A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 3145), as described below:**
See Deductions Column of this Payroll
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work performed.
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. Details of the fringe benefit plan, fund, or program shall be submitted with the first payroll to the contracting authority. The submittal shall include description of the benefits, dollar amount contributed per hour, and if applicable, name of the Trustee or third person to whom the benefits were paid.
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.
(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Operators Local 234	Fringes paid at \$13.70 Per Hour
Laborers Local 43	Fringes paid at \$8.85 Per Hour
Drivers-Teamsters Loc 120	Fringes paid at \$10.70 Per Hour

Remarks Approved Deductions: Dues=Dues Withheld, DuesAdmin=Admin, Union Dues
 CS=Child Support, Fee=CS Admin, Unif=Uniform Deduct, CDPR=Correction
Name and Title Ty Malcom **Signature** **Date** 3/15/19
Office Manager
 The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

NOTE-

Whenever possible the name of employees shall be grouped on the payroll transcript under their appropriate classification;
 1. Supervisory and administrative (if included)
 2. Skilled labor
 3. Intermediate labor
 4. Unskilled labor

Payroll transcripts are to be submitted to the project engineer within seven days from the end of the period covered.

The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. See Required Contract Provisions, Form FHWA-1273.

Date Rec'd Project Engineer's Office
Checked by (if Applicable)

STATEMENT BY PRIME CONTRACTOR (if Applicable)

This payroll for our subcontractor was received on **3-15** **2019**, and to the best of our knowledge is correct and complete.
 It was forwarded to the office of the project engineer on **3-15** **2019**.
Signed **Date** 3-15-19

68

Certified Payroll Corrections

- Contractor and subcontractors are required to correct errors
- Corrected documents are labeled as supplementals
- Explanations and/or notarized statements from the employee may be required

69

Certified Payroll Records

- Maintained by contractor and each subcontractor during work
- Available for review and inspection by contracting authority, DOL, FHWA
- Maintain for at least 3 years after completion of contract

70

Davis Bacon Wages

1. Where should an inspector check to see if Davis Bacon Wages are in effect?
2. What is the definition of the prevailing wage and what two components is it comprised of?
3. Where can the hourly rate and fringe be looked up?
4. True or false, Davis Bacon covered contracts require overtime.
5. The hourly rate is \$17.00 and the fringe is \$6.50. What is the total prevailing wage?
6. Using the prevailing wage of \$23.50, identify if the contractor is complying in the following situations
 - \$14.00 cash wages + \$7.00 fringe benefits
 - \$24.50 in cash wages

- \$16.00 in cash wages + \$7.50 fringe benefits
-
7. The hourly rate is \$17.00 and the fringe is \$6.50 resulting in a prevailing wage of \$23.50.
What is the required overtime rate?

 8. Who are Davis Bacon Wages applied to?

 9. Is a certified plant inspector covered by Davis Bacon Wages?

Wage Rate Interviews

1. True or false, wage rate interviews are required for all projects.
2. Who conducts the wage rate interviews and what is the minimum frequency?
3. A subcontractor performs \$7,500 of work on a project. Does a wage rate interview need to be conducted?
4. If a contractor or subcontractor participate in the prevailing wage notification program does a wage rate interview need to be conducted?
5. What other checks are conducted and documented on form 650170 in addition to wage rate interviews?
6. What two documents will be used when conducting a wage rate interview to verify wage rates?

Certified Payrolls

1. How are subcontractor certified payrolls submitted?
2. How frequently are certified payrolls completed and when must they be received?
3. Given the following information, verify employee #140 was paid properly on the certified payroll.

Certified Payroll Report

Contractor Jim Schroeder Construction, Inc.
500 South Second Street
Bellevue, IA 52031

Project 4210-17 Dubuque Col Hwy 61

Project/Contract #
Payroll Number 1
For Week Ending 5/19/2018

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Deduct	Total Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat														
#140		Laborer Gr A Zone 2	RT				3.50	3.50	9.50			16.50	21.33	351.95	0.17	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
		carpenter tender																						
#140		Fringe Laborer Gr A Zone 2	RT				3.50	3.50	9.50			16.50	1.78	29.37	0.01	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
#195		Operator Gr A Zone 2	RT					8.50				8.50	30.00	750.00	1.81	DD3043	1,695.00	105.09	24.57	151.00	92.00	150.00	522.66	1,172.34
			OT					1.50	9.50			11.00	45.00											
#371		Carpenter Zone 2	RT				5.50	1.50				7.00	25.00	793.75	1.02	DD3050	1,618.75	100.37	23.47	229.00	79.00	150.00	581.84	1,036.91
			OT					7.50	9.00			16.50	37.50											
#390		Laborer Gr B Zone 2	RT					5.00				5.00	19.48	506.48	0.41	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10
		carpenter tender	OT					5.00	9.00			14.00	29.22											

Employee	Job Class	Vac/Hol	Pro Share	Health	Total
- #26	Operator - Group A	\$ 2.80	\$ 2.47	\$ 8.15	\$ 13.42
- #44	Laborer - Group A	\$ 1.20	\$ 1.66	\$ 3.25	\$ 6.11
- #125	Laborer - Group A	\$ 1.17	\$ 1.66	\$ 4.30	\$ 7.13
- #130	Laborer - Group A	\$ 1.80	\$ 1.66	\$ 3.25	\$ 6.71
- #140	Laborer - Group A	\$ 0.76	\$ 1.66	\$ 4.30	\$ 6.72

- What is the work classification?
- What is the zone?

- What is required hourly rate and fringe for the work classification in the zone?
- What is the prevailing wage?
- What is the hourly rate on the certified payroll?
- What is the cash fringe, fringe benefit, and total fringe?
- Does the combination of hourly rate and total fringe from the payroll equal or exceed the prevailing wage?
- Is the gross pay correct for the hourly rate and cash fringe?

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

PREDETERMINED WAGE RATE

IA17 - 97.0

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 nozzle man; 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

PREDETERMINED WAGE RATE

IA17 - 97.0

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge 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; drow 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

PREDETERMINED WAGE RATE

IA17 - 97.0

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

IA170097 - 6

PREDETERMINED WAGE RATE

IA17 - 97.0

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

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

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

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

END OF GENERAL DECISION

2.24 DAVIS-BACON WAGE REQUIREMENTS

"Certified Transcript of Labor Payroll"

A. Regulations

Regulations covering interstate, primary, secondary, and city projects financed in whole or in part with federal funds may require submission of a "Certified Transcript of Labor Payroll" (Form 830176) in accordance with "Required Contracts Provisions" (Form FHWA-1273). These requirements will be included on the proposal and shall be carefully studied and observed. A copy of Form 830176 is provided in [Appendix 2-14](#).

Davis-Bacon regulations apply to laborers and mechanics employed by the contractor and subcontractors on, adjacent or virtually adjacent to the "Site of the Work". "Site of the Work" includes the physical location of the work called for in the contract documents. Also included are tool yards, batch plants, borrow pits, etc. provided they are dedicated exclusively to performance of the contract and "provided they are adjacent or virtually adjacent to the site of the work".

The U.S. Department of Labor has interpreted "adjacent to the Site of Work" to indicate a common boundary, while "virtually adjacent" indicates a small separation between the project and temporary plant site.

Temporary plants, contractor furnished borrows or contractor's staging yard established for a project would be considered "Site of Work only when the site is:

- adjacent (common boundary between the project and plant site) or
- virtually adjacent (for example: plant site is separated from the project site by a narrow strip of land such as a local road between a project and a plant site)

Chapter 15 of the Department of Labor Field Operations Handbook describes Davis-Bacon and the Contract Work Hours and Safety Standard Act requirements. A link to Chapter 15 of the DOL Handbook is available at <https://www.dol.gov/agencies/whd/field-operations-handbook/Chapter-15>.

Project engineers shall refer questions concerning Davis-Bacon coverage to the Construction and Materials Bureau. The Construction and Materials Bureau will consult with the Contracts and Specifications Bureau so uniform interpretations can be provided.

Occasionally, project engineers receive requests from private sources for copies of certified payroll records. Iowa's "Open Records Law" provides for the release of all information except social security numbers. Requests for payroll records must be submitted in writing. Copies of these written requests are to be provided by registered mail to the contractor that initially submitted or will submit certified payrolls. If a request for subcontractor information is received, a copy of the request will also be sent to the prime contractor. Requests are to be acknowledged in writing, confirming that information is available and indicating that social security numbers will be withheld. Payroll records must not be released until fourteen calendar days after a copy of the request is received by the contractor. This allows contractors an opportunity to obtain a court injunction to stop the release if they believed the information could affect the competitive bidding process. These procedures are to be followed for requests received from outside sources, such as labor unions.

Adherence to these procedures during investigations by the Department of Labor or FHWA is not required. Another exception has been made for representatives of the Iowa Labor Management Work Preservation Fund, who may obtain project payrolls for a given week without a written request provided it does not cause undue inconvenience for the project engineer's office (Iowa Administrative Code-761 IAC 4.9(17) d)

When contract provisions state that a certified transcript of weekly payroll is required, the contractor shall submit to the project engineer one copy of Form 830176 or an alternate form which contains the information as required in FHWA-1273, Section IV 3.

Project engineers must also ensure "Statement of Compliance" information is furnished with the

payrolls and that the prime contractor has signed all payrolls received from subcontractors.

If an individual works on more than one project during a period, payroll information shall include adequate data to verify correct computation and payment of fringe benefits.

B. Postings

A copy of wage rates must be posted in a location easily accessible and visible to all employees. It should be attached or adjacent to posted "Wage Rate Information Federal-Aid Highway Project" (Form WH-1321). Supplemental wage rates requested and approved shall also be posted.

C. Davis-Bacon Wage Requirements for Independent Truckers

Federal-aid construction contracts may include "Required Contract Provisions" (FHWA-1273) which govern Davis-Bacon wage rates and fringe benefits for the project. Therefore, all employees of a prime contractor or subcontractor hauling on a Davis-Bacon covered project must be paid in accordance with FHWA-1273 requirements.

When an independent trucking firm is engaged to haul materials to a Davis-Bacon covered site, Davis-Bacon coverage of drivers depends on the status of the material supply source. Department of Labor has consistently held that the following are construction activities covered by Davis-Bacon provisions [*Code of Federal Regulations, 29 CFR, Section 5.2(j)(1) & (2)*]:

- Employees working in situations where materials are produced from an operation, plant, or pit that is opened or installed "virtually adjacent" to a construction site for the exclusive purpose, or nearly so, of fulfilling contract material requirements, and
- Truck drivers who haul and deliver materials from those locations to the job site. The only exception is for bona fide owner-operators physically driving their own trucks. This exception does not extend to other drivers of independent trucks.

Truckers hauling from a commercial source are not covered by Davis-Bacon requirements except for the time spent on the project. This ruling applies to all trucking, whether it be by an employee of the contractor, subcontractor, or an independent material supplier or transporter. A trucker employed by a prime contractor/subcontractor may be covered when hauling from portable plant to project and not covered if hauling from commercial quarry to portable plant site. Commercial sources are not considered part of the "site of work." This includes permanent plants and quarries that are not established for a specific project.

Portable plant sites set up in a commercial quarry for a specific project are considered part of the site of work when the quarry is adjacent to or virtually adjacent to the project site.

For deliveries by a supplier or an independent trucking firm from a certain material supply facility to be considered outside Davis-Bacon coverage, the facility must be off the project site and 10% or more of sales must actually be made from the facility to the general public. (*See Section 5.2(1)(3) of Regulations, Part 5.*) Sales to the public must be more than token sales.

D. Preparation of Certified Transcript of Labor Payroll

A copy of a blank "Certified Transcript of Labor Payroll" (Form 830176) is provided in [Appendix 2-14](#). Electronic versions (Excel and PDF format) are also available on the Iowa DOT's website:

Excel: <https://forms.iowadot.gov/FormsMgt/External/830176.xls>

PDF: <https://forms.iowadot.gov/FormsMgt/External/830176.pdf>

1. Heading

The heading of a payroll transcript must include the information as shown in [Appendix 2-14](#). Subcontractors shall include name of prime contractor. Wage decision number must be listed, so there will be no confusion on minimum wage rates for the project.

2. Contracts with Multiple Projects

Typically, payroll transcripts are required from the prime contractor and each subcontractor for a project. However, for multi-project contracts, the contractor may prepare one "combined" payroll transcript if the projects have identical wage schedules and are worked more or less as one project with individuals used interchangeably between projects.

Therefore, prime contractors and subcontractors may combine multiple projects for payroll transcripts provided:

- each prime and subcontractor prepare individual transcripts, and
- all projects included are listed on that "combined" payroll transcript.

2a. Projects that cover multiple Wage Zones

Contractors are required to pay employees hourly wage rates and fringe benefits in accordance with the appropriate work classification and Wage Zone as specified in the Predetermined Wage Rate for the contract. Wage Zones are defined in the Predetermined Wage Rate by groupings of counties and cities.

If a project traverses two or more wage zones, the contractor may elect to pay employees either:

- Wage rates/fringe benefits based on the higher Wage Zone, or
- Wage rates/fringe benefits based on the Wage Zone where the employee performed work. This requires additional record keeping to document the time employees worked in different wage zones.

3. Required Contract Provisions

The Required Contract Provisions (Form FHWA-1273) attached to contract documents show that at least the following items shall be observed:

- a. Payrolls shall only contain employee's full name and an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Contractors and subcontractors are required to maintain complete social security numbers and addresses of employees and to provide such information to government agencies upon request.
- b. Employee's craft and classification must be listed exactly as shown in the wage decision. For example, it is not acceptable to simply use "Operator-Group 2" without listing the classification.
- c. If an employee works in more than one work classification during the pay period, the employee's hours may be assigned to one classification, provided the classifications are in the same Group (i.e. same wage rate and fringe benefit).
- d. Deductions must be itemized.
- e. No individual shall be employed as laborer or mechanic except on an hourly-wage basis.
- f. Contractors shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.
- g. Overtime pay shall be computed on 40 hours/week. This means an employee must accumulate the initial 40 hours before overtime becomes reimbursable. This is computed at the base Davis-Bacon rate with fringe benefits being paid at the straight time rate.

Employee work hours accumulated on a contract where the Davis-Bacon Act applies shall be reimbursed at least Davis-Bacon labor rates. Contractors shall carefully track and document time for employees who charge time to different contracts in a single pay period, especially if these different contracts are not all subject to Davis-Bacon labor rates. For example:

CASE 1:

Employee "A" has charged labor time to two projects in week "X". Project 1 is subject to Davis-Bacon, project 2 is not. Employee "A's" time sheet shows:

Monday - Thursday, 4 days at 8 hours/day, project 1
Friday, Saturday, 2 days at 8 hours/day, project 2

Employee "A" has accumulated 48 hours (6 days x 8 hours/day) in week "X."

Employee "A" is reimbursed:

- 4 days x 8 hours/day = 32 hours x project 1's Davis-Bacon wage rate
- 1 day x 8 hours/day = 8 hours x project 2's standard wage rate
- 1 day x 8 hours/day = 8 hours OT x project 2's overtime rate

CASE 2:

Employee "B" has charged labor time to the same two projects noted in Case 1. This employee's time sheet shows:

Monday - Thursday, 4 days at 10 hours/day, project 2
Friday, 1 day at 8 hours/day, project 1

Employee "B" has accumulated 48 hours (4 days x 10 hours/day) plus (1 day x 8 hours).

Employee "B" is reimbursed:

- 4 days x 10 hours/day = 40 hours x project 2's standard wage rate
- 1 day x 8 hours = 8 hours OT x project 1's Davis-Bacon overtime rate

CASE 3:

An employer may elect to pay weighted overtime for overtime hours worked. Using the example from Case 2 above, overtime may be calculated as follows.

Calculate weighted overtime rate:

$(40 \text{ hours} \times \text{project 2's standard wage rate}) + (8 \text{ hours} \times \text{project 1's Davis-Bacon wage rate}) = \text{total base pay}$

$\text{Total base pay} / 48 \text{ hours worked} = \text{weighted pay rate}$

$\text{Weighted pay rate} \times 1.5 = \text{weighted overtime rate}$

NOTE: If the weighted overtime rate does not exceed the Davis-Bacon rate, the Davis-Bacon rate must be used.

As in Case 2, employee "B" has accumulated 48 hours (4 days x 10 hours/day) plus (1 day x 8 hours).

Employee "B" is reimbursed:

- 4 days x 10 hours/day = 40 hours x project 2's standard wage rate
- 1 day x 8 hours = 8 hours OT x weighted overtime rate

4. Work Assignments

Contractors shall acquaint their supervisors with crafts and minimum wage provisions so employees are assigned work that conforms with their classification, and the correct classification and rate may be reported to contractor's home office. Exceptions to the general rule include:

To establish a uniform procedure among contractors for future wage determinations, contractor shall show on payroll COMBINATION crafts for employees performing more than one type of work. However, all work classifications for that individual shall be listed. For example:

CASE 1:

Lower classification employee doing higher classification work.

- Shall segregate hours and pay at higher wage rate if individual is not being reimbursed the highest rate for class of work performed.

CASE 2:

Higher classification employee doing lower classification work.

- Not necessary to segregate hours performing separate tasks, provided individual continues

- to be reimbursed at the highest rate.
- Shall segregate hours and classifications if individual will have their wage rate reduced when doing lower classification work.

5. Working Supervisors

Supervisors who spend more than 20% of their time performing other "labor type" duties as a regular part of their activities at the job site must be so designated by having the "other" work classifications listed on the payroll transcript. For example: A supervisor who also does carpentry work, or operates a dozer, or drives a truck would have to have these duties listed on the payroll transcript.

This requirement confirms their hourly rate is for the highest work classification. Any premium pay received for supervision will be over and above the rate of pay for work performed.

6. Apprentices

Apprentices are permitted to work at less than the predetermined wage rate when all of the following conditions apply:

- They are individually registered in an approved apprenticeship program;
- They are paid the percentage of the hourly rate required by the apprenticeship program;
- They are paid the appropriate fringe benefits as discussed in the paragraph below;
- They are employed within the allowable ratio specified in the approved program for the number of apprentices to journeymen;
 - Compliance with the apprentice-journeymen ratio is to be applied on the job site.
 - Compliance with the apprentice-journeymen ratio is to be determined on a daily, not weekly, basis.

Apprentices shall be paid fringe benefits in accordance with provisions of the apprenticeship program. If a particular apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for applicable classification. If the Wage and Hour Division administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination.

Refer to FHWA-1273 IV(4)(a) for more details.

7. Trainees

In general, the same conditions for apprentices above apply for trainees. Refer to FHWA-1273 IV(4)(b) for more details.

Trainees shall be paid fringe benefits in accordance with provisions of the trainee program. The project engineer should verify with the Contracts and Specifications Bureau that the contractor has an approved training program if trainees are being paid less than full Davis-Bacon wage rates. If a particular trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the work actually performed. The Wage and Hour Division administrator will determine if 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.

8. Owner-Operators of Hauling Equipment

Bona fide owner-operators of trucks and similar construction hauling equipment, who are independent contractors, are not subject to enforcement of contract labor standard provisions. Owner-operators of other non-hauling type equipment are considered as employees, not as subcontractors.

A ruling by the Department of Labor states in effect that:

- Because owner-operators usually work under payment arrangements based on a unit price [for example, so much per cubic meter (yard) hauled] rather than on an actual truck or equipment rental rate plus the driver's (or operator's) rate, and
- Because of difficulties that have arisen with respect to securing adequate data on rental arrangements in order to determine whether contract minimum rates are being paid, therefore,
- As a matter of administrative policy, the provisions of Davis-Bacon and related acts will not be applied to bona fide owner-operators of trucks or other similar construction equipment used exclusively for hauling and who are independent contractors.

This policy, which is not intended to encompass other equipment such as bulldozers, scrapers, backhoes, cranes, drilling rigs, and welding machines, will be in effect until such time as it may appear practical to devise workable and easily enforceable procedures for obtaining compliance with respect to such owner-operators.

"Certified Transcript of Labor Payrolls" including names of such bona fide owner-operators need not show hours worked nor rates allegedly paid, but only operator's name and the notation "owner-operator." In this way, such individuals can be recognized as bona fide independent contractors NOT subject to contract labor standard provisions and can be distinguished from equipment operators who ARE subject to such provisions.

A ruling by the Chief Counsel for the Federal Highway Administration requires that data for each driver employee of truck owner-operators, regardless of number of trucks owned, must be shown the same as for any other laborer or mechanic. This means all such employees shall be listed on the payroll with a complete breakdown of hours worked, hourly rate paid, and all other required information according to "Required Contract Provisions" (Form FHWA-1273). In those instances where truck "owner operators" drive their own truck, payroll notation shall list them as "owner operator" with no further information relative to hours worked or wages paid. However, during multi-shift operations when an owner may hire a driver for a subsequent shift, a complete breakdown of information relative to daily hours worked, hourly rate paid, etc., must be shown on the payroll for "employee of owner-operator." This same procedure shall be followed if owners have several trucks for which they hire drivers. The only exception to showing a complete breakdown of information is when "owner operators" physically drive their own trucks.

9. Flaggers

The Department of Labor has determined that duties of flaggers are clearly manual and physical in nature and as such they are laborers or mechanics within the meaning of the Davis-Bacon Act. Flaggers who perform a dual function, such as flagger and journeyman, have to be paid journeyman's rate.

10. Exempt Classifications

The Department of Labor has determined that classifications whose duties are generally not manual or physical in nature are not subject to Davis-Bacon regulations. The following classifications are considered exempt from Davis-Bacon regulations, provided that the employees are not engaged in other covered work:

- a. Ticket-taker
- b. Certified plant inspector, Quality Control technician
- c. Survey crew, except for survey crew members who perform primarily physical and/or manual duties

11. Corrections

When errors or omissions are discovered, contractor will be required to make necessary corrections by submitting a supplemental payroll transcript. Original transcript will not be

returned. A Supplemental transcript shall be so labeled (e.g. No. 15 Supplemental). Examples of supplemental transcripts are shown in [Appendix 2-14](#). Only employees affected by the errors or omissions are listed on the supplemental. Contractors may be required to submit a notarized statement from the employee or a copy of both sides of a canceled check verifying that an adjustment has been made. Sufficient explanation shall be given to make any adjustment easily understood by all who may review a supplemental transcript.

12. Starting, Suspending, Completing Payroll Transcripts

Payroll transcripts shall be submitted as soon as the contractor starts any project activity at the site of work. Transcripts shall be in sequential order starting with the number "1." When work on a contract is suspended, the last payroll transcript should be labeled "suspend" (e.g. No. 14 Suspend). This procedure shall be followed when work is resumed or completed (e.g. No. 15 Resume and No. 24 Final). Contractors, if they choose, may continue payroll transcripts during the suspension period with a notation on the transcript "No work during this period."

If contractor or subcontractor fails to submit required records or make them available, the Iowa DOT, FHWA, or DOL may, after written notice to contractor, take such actions as may be necessary to suspend further payments. Payment should be withheld on only the prime and subcontractor(s) who are in violation. Payment to subcontractors who submit correct payrolls should not be withheld because of mistakes of another subcontractor. Failure to submit required records upon request or make such records available may be grounds for debarment action.

13. Records

Payrolls and basic records shall be maintained by each contractor and subcontractor during the course of the work, and shall be available for inspection at any time by authorized representatives of the contracting agency, DOL, or FHWA.

Regulations and contract provisions require contractors to preserve employment records at least **THREE** years after completion and final settlement of the contract.

E. Completion of "Statement of Compliance"

A "Statement of Compliance" is printed on the backside of the "Certified Transcript of Labor Payroll" (Form 830176) and relates to wage kickbacks, payrolls, apprentices, fringe benefits, and falsification penalties. A copy is provided in [Appendix 2-14](#). Contractors who have permission to use their own payroll form must attach a copy of the "Statement of Compliance" to their payroll transcript. The statement of compliance is certified by the dated signature of the contractor or an authorized agent. Prime contractors must also sign all Statements of Compliance submitted by subcontractors. A scanned copy of the original "Statement of Compliance" and payroll transcripts may be submitted to the project engineer as email attachments, or by uploading to Doc Express, provided the Contractor retains the Statement(s) of Compliance with original signature(s) for the required retention period.

F. Fringe Benefits

Davis-Bacon prevailing wages are made up of two interchangeable components - basic hourly wages and fringe benefits. Under Davis-Bacon, fringe benefits must be paid for all hours worked. The fringe benefits may be paid:

- In cash
- To an approved plan, fund or program
- Any combination thereof

Example:

The wage decision requires:

Basic hourly rate	\$10.00
Fringe benefits	<u>\$ 1.00</u>
Total prevailing rate	\$11.00

The contractor can comply by paying:

1. \$11.00 in cash wages
2. \$10.00 plus \$1.00 in pension contributions or other “bona fide” fringe benefits
3. \$ 9.00 plus \$2.00 in pension contributions or any combination of “bona fide” fringe benefits. In this example, overtime must be paid at the basic hourly rate of \$10.00

1. Payment of Fringe Benefits to an Approved Plan

Contractors who pay fringe benefits to approved plans, funds, or programs in amounts not less than determined in applicable wage decision shall show on the face of their payroll the basic cash hourly rate and overtime paid to employees. Such contractors shall check 4(a) to indicate they are paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in 4(c). Details of the fringe benefit plan, fund, or program shall be submitted with the first payroll to the project engineer. The submittal shall include description of the benefits, dollar amount contributed per hour, and if applicable, name of the Trustee or third person to whom the benefits were paid.

Included as “bona fide” fringe benefits, are benefits such as supplemental unemployment plan, life insurance, health insurance, pension, vacation, holidays and sick leave. Credit may be taken as Davis-Bacon fringe benefits for training, provided the training program is approved by the U.S. Bureau of Apprenticeship and Training and the amount is reasonable (i.e. less than \$0.50/hr). One example is Laborers/Employers Cooperation and Education Trust (LECET). No credit may be taken for any benefit required by federal, state or local law (i.e. worker’s compensation, unemployment compensation or social security contributions). Also, travel expenses, meals, lodging, per diem expenses, uniforms, administrative expenses, union administrative dues, union working dues or industry promotional funds. Heavy Highway Contractors’ Advancement Fund (HHCAF), Iowa Laborer’s Political League (ILPL), Labor-Management Work Preservation Fund (LMWPF) are not considered bona fide fringe benefits within the meaning of Davis-Bacon regulations.

2. Cash Payment of Fringe Benefits

Contractors who do not pay any fringe benefits to an approved plan, fund, or program must make cash payment to an employee. Payment shall not be less than the predetermined fringe benefit amount plus minimum wage rate. When fringe benefits are paid in cash, contractor shall check 4(b). Any exceptions shall be noted in 4(c). If part of the fringe benefits are paid to an approved plan, fund, or program and part in cash to an employee, then both 4(a) and 4(b) shall be checked.

3. Fringe Benefits and Overtime

Contracts covered by the Davis-Bacon Act are also subject to the Contract Work Hours and Safety Standards Act (CSHSSA) which requires overtime on covered projects at 1 ½ the hourly rate for hours worked in excess of 40 hours per week.

The overtime rate is computed at the sum of 1 ½ times the basic rate plus the designated hourly rate for fringe benefits. It is not required that the hourly cash rate for fringe benefits be multiplied by a factor of 1 ½.

For example:

Davis-Bacon rate	\$10.00
Fringe benefit	\$ 2.00

The overtime rate of pay may be calculated by 3 methods:

1. \$10.00 (base)+ \$2 (fringe) + ½ \$10.00 (D-B rate) = \$17.00
2. \$12.00 (cash) + ½ \$10.00 (D-B rate) = \$17.00
3. \$ 8.00 (base)+ \$4 (fringe) + ½ \$10.00 (D-B rate) = \$17.00

Project Engineer's Involvement

A. Field Procedure

Early and complete labor compliance inspections are essential to the development of a sound compliance pattern on all contracts. At least one inspection shall be made on:

- Contracts of short duration (six months or less)
- Prime contractors and each subcontractor performing more than \$10,000 of work (on any contract)

For contracts which extend over a longer period of time (greater than 6 months), inspections shall be made on approximate six months intervals. The project engineer is responsible to see that required labor compliance inspections are conducted and recorded. Whoever is assigned the compliance inspection needs to be thoroughly familiar with the regulations and instructions.

The Associated General Contractors of Iowa have implemented a Prevailing Wage Notification Program. Contractors participating in this voluntary program have established a proactive method for informing their employees of the Davis-Bacon wages and benefits to be paid on projects.

It is felt that these proactive measures by the contractor will allow the project engineer to eliminate the routine wage rate interviews and focus on complaints received from the employees. This procedure will not eliminate the need for posting the wage rate decision on bulletin boards or submittal of certified payrolls.

The list of contractors participating in the Prevailing Wage Notification Program is maintained on the AGCI's website (<http://www.agcia.org/pwnp.asp>). Contractors wishing to participate should contact the AGC of Iowa.

The project engineer's office staff review certified payrolls that have been submitted. In order to ensure that certified payrolls have been received for all subcontractors whose employees worked during a given week, the office staff must be advised of the subcontractors that worked. The project engineer's office should develop a process to provide this information between the inspection staff and office staff.

Methods to accomplish this include:

- FieldManager query "ContractorsOnSite" lists which contractors worked during a week. FieldBook users must designate in the Inspectors Daily Report (IDR) which contractors were "On Site" during the week
- Inspectors submit to the office a "Weekly Payroll Check" indicating which subcontractors worked during the week. The FieldManager inquiry, "Subcontractors Assigned to the Contract" can be used for the list of subcontractors.

If payrolls of the prime contractor are not received within 2 weeks of the period covered, the residency staff should advise the prime contractor, in writing, which payrolls have not been submitted and that progress payments for the work will be withheld. If payrolls of subcontractors are not received within 3 weeks of the period covered, the residency staff should advise the prime contractor, in writing, which payrolls have not been submitted and that progress payments for the subcontracted items will be withheld. In either case, communication with the contractor sooner than these time limits may be appropriate to inquire on the status of payrolls.

B. Wage-Rate Interview

When conducting a wage-rate interview, the following questions shall serve as a guide:

1. Is the employee receiving at least the specified wage rate for type and class of work performed?
2. Is proper allowance being made for fringe benefits and have the plans been explained to the employees?
3. Is work performed within the proper classification?
4. Are additional classifications necessary?
5. Does the employee have complaints as to hours, wages, and fringe benefits?

The findings of the wage rate interview are to be documented on the EEO Project Site Inspection/Wage Rate Interview form (Form No. 650170). Names of employees interviewed and date of the certified payroll transcript used are to be recorded on the interview form. If no discrepancies are identified during the interview, this should be so noted. In some instances, employees may not be knowledgeable of the pre-determined hourly wage rates and fringe benefits to which they are entitled. Furthermore, they may not be aware of the hourly wage rates and fringe benefits they have been paid or what work classification they have been assigned. In these cases, the interviewer should document on Form 650170 that the findings of the interview were inconclusive because the employee was unable to respond to the questions. Interview forms are to be retained in the project files. A copy of Form No. 650170 is included in [Appendix 2-10](#).

C. Violations and Complaints

Any violations discovered, or complaints received, shall be investigated promptly. If a contractor is found to be in violation of the contract's labor standard provisions, a complete report shall be written giving details of violation(s) and results of the investigation.

The report shall also include an amount of money, if any, found to be due to employees and the number of employees who shall receive these payments. A copy of this report shall be sent to the Construction and Materials Bureau.

D. Office Procedure

1. Payroll transcripts shall be checked to verify that:

- Information in the heading is correct and complete.
- Titles designating crafts correspond correctly with those in wage schedule for that particular contract. No others may be used unless a supplemental wage determination has been secured by the contractor. If a listed craft is not included in the wage decision, the contractor shall be advised that a supplemental wage rate must be requested.
- Rate per hour is not less than that shown for each craft in the wage schedule for that contract, and overtime rates (if any) are at least one and one half times the regular base rate, plus any fringe benefits. Exception: Contractors have the option to reduce basic cash wage by the excess payment of fringe benefits. Fringe benefits may be in cash, by contribution into a bona fide fringe benefit program, or a combination of both.
- Fringe benefits (if any) have been provided and appropriate paragraph is checked on the Statement of Compliance.
- The Statement of Compliance is complete and properly signed. Multiple-sheet transcripts will be considered certified if the necessary information and dated signature are shown on the last sheet of that packet.
- Signature of the prime contractor appears on all payrolls submitted from subcontractors.
- Transcript is submitted within one week after the end of a payroll period. ESTIMATES SHALL BE WITHHELD until such time as these requirements are fulfilled.
- An occasional spot check to determine accuracy of computations.
- Checking payroll transcripts can be time consuming. The primary objective is to ensure the proper wage rate is being paid. It is important to review the first 3-4 payrolls received from contractors and subcontractors carefully to be sure information is complete and accurate. Once it is apparent that wage rates used are appropriate, it is not necessary to check each line of each payroll. However, occasional spot checks should continue to be made, paying particular attention to new crafts listed. If problems are noted, subsequent payrolls must be checked until problems are resolved. Payrolls submitted to Doc Express that have been checked shall be indicated by adding "checked by xxx" in the comment field in Doc Express.

2. Corrections

When errors or omissions are discovered on transcripts, contractors will be advised. Necessary corrections must be made on a supplemental payroll transcript (See example in [Appendix 2-14](#)). The original payroll transcript will NOT be returned to the contractor.

3. Disposition

Payroll transcripts shall be retained in the project engineer's project file for at least 3 years following final federal reimbursement. The date of final federal reimbursement is provided by the Finance Bureau

Because transcripts contain employees' personal information, including Social Security numbers, the transcripts are to be shredded, or other secure destruction method, prior to their disposal.

Supplemental Wage Rates

If, after a letting, the contractor determines that the wage decision for the contract does not include wage rates for one or more work classifications to be used, the contractor must request additional classification(s) and wage rate(s). The contractor shall initiate the request by completing a "Request for Authorization of Additional Classification and Rate" form (Form SF-1444) <https://www.gsa.gov/Forms/TrackForm/32870>. Contractor completes blocks 1-15. Contractors must request employees, if present, or their designated representative, to sign block 16 noting the employee's concurrence or disagreement with the contractor's proposed wage and benefit rate. The "designated representative" may be a union representative; however, it cannot be the contractor's representative. The contractor must pay the proposed wage and benefit rate pending response from DOL.

The request shall be submitted to the Contracts and Specifications Bureau who, after concurrence, will forward the form to the U.S. Department of Labor for approval.

Approval from the U.S. Department of Labor usually takes at least 30 days, so an early request by the contractor is necessary. Final payment to the contractor shall not be held up pending a response from the Department of Labor, if the contractor has made timely submittals for additional wage classifications and there are no DOL investigations on file.

DBE

Disadvantaged Business Enterprise

1

Background

- Disadvantaged business enterprise (DBE)
- Federal program to ensure women and minority owned businesses have opportunity to participate in federally funded projects
- Overview
 - Contracting authority sets predetermined DBE goals
 - Contractor commits to meeting DBE goals during bidding
 - Inspector tracks work completed by DBEs, ensuring a commercially useful function is provided

2

Contractual Requirements

- Standard Specification 1102.17 and CM 2.25
- Applied to federal aid projects with predetermined DBE commitment
- Contractor submits a proposed statement of DBE commitment when bidding that identifies
 - DBEs
 - Work/items subcontracted to DBEs
 - Cost of work/items
 - Percent applicable to DBE goal
 - Dollar amount committed to each DBE
- Contracts Bureau reviews proposed statement of DBE commitment to ensure certified DBEs are being used

3

Contractual Requirements

- Contractor signs contract making DBE commitment a contractual agreement between the contractor and the contracting authority
- Contractor completes a subcontractor agreement with each DBE
- Changes to the statement of DBE commitment can only be made with written approval from the Civil Rights Bureau

4

Partial Subcontract of an Item

- Not unusual for DBEs to only do part of an item
- Work to be accomplished by DBE should be clearly described on the subcontractor request including
 - Detailed description of DBE portion of work for the item
 - Corresponding dollar amount
- Discussed at preconstruction meeting

5

Locating Summary of DBE Commitment

- Bid Express <https://www.bidx.com/ia/lettings>
- Select the desired monthly letting

Bid Express®

IA/OT Lettings Search Advantage Bid Tab Analysis Small Business Network **NEW** Try the new experience →

Iowa Department of Transportation ▼

List of Lettings

List of Lettings

2021

2020

2019

2018

2017

Letting Date ▼	Letting ID	Proposals
December 19, 2017	17/12/19	70
November 21, 2017	17/11/21	53
November 14, 2017	17/11/14	1
October 17, 2017	17/10/17	34
September 19, 2017	17/09/19	22
August 15, 2017	17/08/15	24
July 18, 2017	17/07/18	54

6

Locating Summary of DBE Commitment

- Download DBE commitments

◀ Letting of December 19, 2017 ▶

Export (csv) | Export (tab)

Items	Amendments	Plan Sheets	Counties
70	2	0	ADAIR
73	3	0	ADAIR
36	0	0	BREMER
54	0	0	BUENA VISTA
60	2	0	BUENA VISTA
36	0	0	CALHOUN
48	2	0	CASS
35	1	0	CEDAR
42	1	0	DUBUQUE
204	2	0	DUBUQUE
63	1	0	HUMBOLDT
57	0	0	IDA

The letting has ended.

Also Available

- Apparent 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.

- Export Bid Tabs (csv / tab)
- All EBS Files
- 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
- 19dec2017awd.pdf
- DBE Commitments
- 171219_DBE_Commitments.pdf
- Iowa State Wage Rates
- PREDETERMINED EIA17-97.0.pdf
- Notice to Bidders
- 171219NoticeToBidders.pdf
- Predetermined Unit Prices
- Predetermined_ting_122017.pdf
- Scott County Wage Rates
- Wage Rate Scott County IA17-2.5.pdf

7

Summary of DBE Commitment

All contractors that bid

All DBEs submitted by bidders

Project

Commitment amount

Specific work items being performed

Bid Order: 009 Prime Contractor	County: DUBUQUE DBE Contractor	Contract ID: 31-0321-041 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 tie 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

DBE commitment on contract = \$67,983.06

Total DBE commitment = \$33,132.44 + \$34,850.62 = \$67,983.06

8

DBE Subcontract Request

Subcontractor: DORMARK CONSTRUCTION CO.

Subcontractor Vendor ID: DO140

Address: 3310 SW BROOKSIDE D
P.O. BOX 530
GRIMES, IA DO140

Division of Labor Registration: Y

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	

9

DBE Subcontract Request

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

10

Commercially Useful Function (CUF)

- Measure to ensure the DBE
 - Is responsible for execution of a distinct element of work by performing, managing, and supervising the work
 - Is responsible for negotiating price, determining quality and quantity, ordering, installing, and paying for materials and supplies incorporated
 - Receives due compensation as agreed upon for work performed

11

Requirements to Satisfy CUF

- DBE must manage the work
 - Scheduling of operations
 - Ordering of equipment and materials
 - Preparing and submitting payrolls
 - Hiring and firing of employees
- DBE must perform work with employees under their control and normally employed by them
- DBE must supervise daily operations of the work by satisfying one of the following
 - DBE owner acts as the superintendent
 - DBE employs and pays a skilled and knowledgeable superintendent

12

CUF Red Flags

- DBE work performed by employees of another company
- DBE has no control of scheduling and work operations
- DBE owner or superintendent provides little or no supervision of work
- DBE superintendent is not a regular employee
- Contractor superintendent supervises DBE work
- Contractor answers questions or resolves problems related to DBE work

13

Leased Equipment

- DBE may lease equipment following standard industry practice using a rental agreement
- DBE must provide operators for all non-specialized leased equipment
- Specialized leased equipment may include an operator who may be on the lessor's payroll provided
 - Equipment is under full control of the DBE
 - Arrangement is short term
 - Providing operator is standard industry practice
- Equipment leased from the contractor is not counted towards DBE commitment

14

Temporary Employees

- Considered only for
 - Limited time basis
 - Work requiring specialized knowledge, skills, or equipment
- Augment normal work force only with prior written approval from the Contracts Bureau

15

DBE Trucking, Manufacturing, and Supplying

- Counted towards DBE commitment
- Documented on a subcontract request form even though a formal subcontract does not exist
- Aids in tracking and assuring credit
- Not used to determine the percent subcontracted


16

Review

- Ongoing as DBE subcontractors are working
- Conducted by the project inspector
- Ensure
 - Work is performed properly
 - CUF requirements are met
- Work not meeting CUF requirements should not be counted towards DBE commitment
- Documented on DBE CUF checklist
- Irregularities should be reported to the engineer and contractor and may result in a non-compliance

17

DBE CUF Checklist

 Form 517014 (03/16)	
DBE Commercially Useful Function Checklist	
Project Number: <u>WISX-002-14(1)-3H-31</u>	
Prime Contractor: <u>Jim Schroeder Const</u>	
DBE Sub-Contractor: <u>Dorman</u>	
Work Type: <u>Barrier Rail</u>	
Type of Work Observed: <u>Slip Form Barrier Rail</u>	
Does DBE on-site representative effectively manage the work being performed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If No, explain:	
Does DBE appear to have control over methods of work and equipment needed for their contract items? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If No, explain:	
To your knowledge, has anyone other than the DBE's personnel worked on the sub-contracted items? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, explain:	
Has the DBE used their own, leased, or rented equipment for these contract items? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If No, explain:	
Has the DBE used any of the prime contractor's people or equipment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, explain:	
Does it appear that someone other than the DBE is furnishing material for the items the DBE is responsible for? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, explain:	
Reviewer: <u>John Wilbur</u> <u>RTS</u> Date: <u>10-15-2018</u>	

18

DBE Nonperformance

- Removal and replacement of a DBE for non-performance can only occur if
 - Contractor follows steps in 1102.17 F 1 and submits replacement plan to engineer
 - Engineer recommends replacement to the Civil Rights Bureau
 - Civil Rights Bureau provides written approval before replacement DBE work is started

Disadvantaged Business Enterprise

1. When does the contractor submit the statement of DBE commitment and when does it become a contractual agreement?
2. Where can an inspector find the DBE goal and the DBE commitment?
3. What is the difference between the DBE goal and the DBE commitment?
4. True or false, a contractor can simply replace a DBE identified on the DBE commitment if they are not performing.
5. Using the information provided in this section, who are the DBEs being used on the contract and the amounts of each?
6. Are the DBE items partial or complete items and where can an inspector find out details about partial items?
7. Why is CUF evaluated by the inspector?

8. How should DBE trucking be documented to assure it is tracked and credited?
9. How frequently should CUF be checked by the inspector and how should it be documented?
10. Determine if the following situations are acceptable or unacceptable relative to CUF.
 - The DBE is not present at the preconstruction conference and the contractor indicates that they have procured materials necessary for the DBE to complete their work.
 - The DBE owner is regularly on the project communicating with their superintendent and actively managing their schedule and communicating with the contractor.
 - The DBE item of work is performed by employees of the DBE and managed by the contractor's superintendent.
 - The DBE leases a typical backhoe and uses the contractor's employees to run it.
 - The DBE leases a crane and uses an operator from the lessor's payroll.

1102.17 DISADVANTAGED BUSINESS ENTERPRISES.

A. General.

1. All contractors shall pursue affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises in all Federal-aid projects let by the Department, as set forth in this specification which is imposed pursuant to 49 CFR Part 26 Subpart A through F and Public Law 105-178, 112 Stat. 107 which supersedes all existing minority business enterprise regulations, orders, circulars, and administrative requirements concerning financial assistance programs that the US DOT has issued.
2. The requirements set forth in this specification shall constitute the specific affirmative action requirements for project activities under this contract insofar as DBEs are concerned.

B. Disadvantaged Business Enterprise Policy.

The Contractor shall accept as operating policy and include in all subcontract agreements the following statement which is designed to promote full participation of DBEs as suppliers and subcontractors through a continuous, positive result-oriented program on contracts let by the Department:

"The Contractor, subrecipient, 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 Department assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the Contracting Authority deems appropriate."

C. Contractor's Affirmative Action Responsibilities.

The Contractor shall designate a responsible person or company official to serve as its DBE Liaison Officer. The DBE Liaison Officer shall:

1. Have the necessary statistics, funding, authority, and responsibility to carry out and enforce the intent of the firm's DBE policy and shall be responsible for developing, managing, and implementing the program on a day-to-day basis.
2. Use the current Directory of Certified DBEs to identify potential material suppliers and contractors.
3. Make every reasonable effort to involve DBEs in the performance of contracts, as suppliers and subcontractors, by soliciting quotations from the DBEs and incorporating them into the firm's bid.
4. Advise the ~~Office of Employee Services~~, Civil Rights ~~Team (OES Civil Rights)~~, Bureau of any known DBE not included in the current Directory of Certified DBEs.
5. Make every reasonable effort, at least 2 weeks prior to the time prices and quotations are to be submitted, to establish systematic written and/or oral contact with those DBEs that have been determined to have necessary potentials and capabilities to furnish needed materials and perform necessary work to be subcontracted.
6. Provide or arrange to assist certified DBEs with obtaining necessary bonding, analyzing plans and specifications, planning and managing work, and by providing other technical assistance.
7. Maintain complete records of negotiations with DBEs to reach agreeable prices, quotations, and work schedules.
8. Ensure that regularly scheduled progress payments are made to DBEs as required by the Iowa Code and the Standard Specifications.
9. Report to the Department all suspected instances of firms fraudulently claiming to be DBEs.

D. Counting DBE Participation Toward Meeting Goals.

1. The Contractor may count toward the goals only expenditures to DBEs that perform a commercially useful function towards the completion of a contract, including those functions as a subcontractor. Work performed by a DBE firm in a particular transaction may be counted toward the goal only if the Department determines that it involves a commercially useful function. The work performed by the DBE firm shall be necessary and useful to the completion of the contract, and consistent with normal highway construction industry practices in Iowa.
2. The bidder may count the following DBE expenditures towards the DBE commitment:
 - a. **Projects where the DBE is the Prime Contractor** - The portions of the contract to be completed by certified DBE firms will be counted toward meeting the goal. Items of the contract subcontracted to non-DBE firms will not be counted in the commitment.
 - b. **Portions of a bid from a Joint Venture** - A bid from a joint venture, between a DBE and non-DBE Contractor shall include a "Statement of DBE Commitments" (Form 102115), which is included in the bidding documents and in the computer software provided by the Department, listing the dollar value of the contract which will be completed by the DBE partner.

- c. **DBE Subcontractors** - The DBE subcontractor shall assume actual and contractual responsibility for provision of materials and supplies, subcontracted work, or other commercially useful functions of the items of work subcontracted to them. Cost of materials purchased from or the cost of equipment leased from the Contractor will not count toward the project DBE commitment.
- d. **Manufacturers** - The Contractor may count toward the DBE commitment 100% of its expenditures for materials and supplies required under a contract and obtained from a DBE manufacturer only if the DBE firm produces and supplies goods manufactured from raw materials or substantially alters them before resale.
- e. **Regular Dealers (e.g. Material Suppliers)** - The Contractor may count toward the DBE goal 60% of its expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer only if the DBE firm performs a commercially useful function in the supply process. For purposes of this section, a regular dealer is a firm that owns; operates; or maintains a store, warehouse, or other establishment in which materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm shall engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates the distribution equipment. If the DBE supplier does not own the distribution equipment, an acceptable lease containing the terms of the agreement shall be available. The Department may request a copy of this lease.
- f. **Brokers and Packagers** - Brokers and packagers will not be regarded as regular dealers within the meaning of this section. Only the cost of the service performed may be used towards meeting the DBE commitment.
- g. **Transportation or Hauling of Materials** - If a DBE trucking company picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor, the commercially useful function performed is not that of a supplier, but that of a transporter of goods. Unless the DBE company is itself the manufacturer or a regular dealer in the product, credit only will be allowed for the cost of the transportation service. For transportation of materials by truck to be used toward meeting the DBE commitment, the following shall apply:
 - 1) The DBE shall be responsible for management and supervision of the entire trucking operation. The DBE shall maintain strict records to verify the amount of hauling done by each trucker for the duration of the contract. These records shall be available to the Engineer, upon request.
 - 2) ~~OES-Civil Rights Bureau~~ will maintain a truck roster for each DBE that performs trucking. Each truck on the truck roster shall be either owned by the DBE or controlled by the DBE under a lease. Trucks that are leased shall be from a firm that is in the commercial leasing business; the owner of the commercial leasing business cannot be a heavy-highway contractor. The DBE firm shall make available to the Department the lease agreement if requested.
 - 3) To meet the DBE commitment, the following conditions shall be used:
 - a) At least one fully licensed, insured, and operational truck, listed on the truck roster under the DBE trucking company shown on the Form 102115, shall be hauling on the project at all times. The Contractor will receive credit for the fee paid to the DBE for these trucks.
 - b) Any truck on the truck roster of another DBE may be used. There is no limitation to the number of these trucks that can be used. The Contractor will receive credit for the fee paid to the DBE for these trucks.
 - c) A DBE trucker may also use trucks from a non-DBE firm, including an owner operator. The Contractor will receive credit toward the DBE commitment only for the fee or commission retained by the DBE trucker. The Contractor will not receive credit for the total amount paid for the truck because the DBE was a lessee rather than the actual provider of transportation services.
- h. **Commercially Useful Function.**
 - A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. The DBE must perform a commercially useful function consistent with common Iowa highway construction industry practices and the amount the firm is to be paid under the contract must be commensurate with the work it is actually performing by the DBE.
 - DBE participation will not be counted if the DBE firm does not perform a commercially useful function (e.g. its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation).

Interpretations by the Department regarding Commercially Useful Function participation by a DBE firm will be in accordance with 49 CFR, Part 26 Public Law 105-178, 112 Stat.107.

E. Contract Award Procedures.

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 bidder may only use work on the federal aid projects on the proposal to achieve the DBE goal. The proposal may also designate the items of the federal aid project that are over utilized by DBE firms and cannot be used for DBE commitments.

1. Bidder's Responsibility.

It is the bidder's responsibility to determine the level of professional competence and financial responsibility of any proposed DBE subcontractor. The bidder shall ascertain that the proposed DBE subcontractor has suitable experience and equipment to perform a commercially useful function for work that is common industry practice in the Iowa highway construction industry. Subcontractor expenditures, which may be counted towards the DBE commitment, will include DBE trucking, purchase of materials from a DBE manufacturer or supplier, or off-site services provided by a certified DBE firm.

2. Proposals with Established Project DBE Goals.

- a. For proposals with established project goals the bidder will be required to complete Form 102115.
- b. The bidder shall list the following information on Form 102115 that is submitted with their bid:
 - 1) Certified DBE firms contacted,
 - 2) Date that each DBE firm was first contacted concerning quoting on the proposal to be bid,
 - 3) Whether each DBE firm submitted a quote on the proposal to be bid,
 - 4) If the DBE firm is being used as part of the bidder's DBE commitment,
 - 5) If used as part of the bidder's DBE commitment, the work items on the contract for which the DBE will be used,
 - 6) If used as part of the bidder's DBE commitment, the "Amount To DBE" which has been committed to each DBE firm which will be used on the contract,
 - 7) If the DBE firm is being used as a supplier (in which case, only 60% of the dollars paid to the DBE firm will count toward the DBE commitment), and
 - 8) The "DBE Commitment" of each DBE firm which will be counted towards the total DBE commitment for the contract.
- c. In cases where the required information is included on the form, but where discrepancies occur, the **Office of Contracts and Specifications Bureau** will make the following calculations to determine the Contractor's DBE commitment. The DBE dollar commitment will be the sum of the amounts listed in the "Amount to DBE" column, adjusted for suppliers as provided in the specifications. The percent of DBE participation will be the DBE dollar commitment as determined above, divided by the total contract amount as defined by Article 1102.09. Each bidder's DBE participation commitment will be calculated to the nearest 0.1%. If two or more projects are combined on one proposal, the DBE commitment will be calculated using the sum of the DBE dollar commitments and the sum of the project totals.
- d. The completed form shall be computer generated and submitted with the bidding documents. Failure to attach this completed form or submitting incomplete forms will cause the bid to be rejected as irregular, in accordance with Article 1102.10. Only DBE firms listed in the electronic DBE.BIN file supplied by the Department for the current letting may be used.

3. Bidder Selection.

- a. The successful bidder will be selected on the basis of having submitted the lowest responsive bid. Bidders shall make a Good Faith Effort to achieve the DBE goal in order to be responsive. Contractors who meet or exceed the proposed contract goal will be assumed to have made Good Faith Effort to utilize DBE firms. DBE firms who bid as prime contractors will be considered to have met the goal.
- b. The Department's process used to judge the Good Faith Effort of a bidder who has not met the established DBE goal is as follows:
 - 1) **Good Faith Effort Evaluation Committee.**
 - a) When the apparent low bidder does not meet the DBE goal with the commitment listed in their DBE Commitment Form (Form 102115), their good faith effort to meet the goal will initially be determined by the Good Faith Effort Evaluation Committee.
 - b) This committee will be comprised of three members of the Department appointed by the Director. They will meet within one business day following the letting and will only consider information provided on the bidder's DBE Commitment Form (Form 102115).
 - c) In the event the committee determines the bidder performed a good faith effort, their bid will be determined responsive for meeting the DBE goal and will be further considered for award. In the event the committee determines the bidder did not perform a good faith effort, the bidder will be denied award. A written decision will be issued.
 - d) A bidder denied award by the Good Faith Effort Evaluation Committee may appeal the decision to the Good Faith Effort Evaluation Administrative Review Committee by request to the Contracts Engineer. The bidder will be allowed one business day following the committee's written decision to request an appeal. If an appeal is not requested, the Good Faith Effort evaluation process starts over with the next lowest bidder.
 - 2) **Good Faith Effort Administrative Review Committee.**
 - a) The Department's Good Faith Effort Administrative Review Committee will consist of three members of the Department appointed by the Director. The members will not have been involved in the original evaluation of Good Faith Effort.
 - b) The bidder must request appeal from the Contracts Engineer within one business day of being notified of the decision by the Good Faith Effort Evaluation Committee. The bidder will have the opportunity for a face to face meeting with the committee and to provide written documentation of their efforts. The Good Faith Effort Administrative Review Committee will meet within one business day of the request and will issue a written decision to the bidder.
 - c) Any bidder who has requested Administrative Review shall not adjust their DBE Commitment or provide any additional documentation of DBE firms contacted that were not listed on Form 102115. However, the bidder will be allowed to provide documentation on other Good Faith Efforts they did to utilize DBE firms that are listed on Form 102115. Only those efforts prior to the bid deadline will be considered. These efforts may include:
 - (1) Efforts to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (2) Written documentation of negotiation with certified DBE firms including the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding

the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (3) Written documentation of follow-ups made after the initial solicitations to encourage DBE firms to quote.
 - (4) Written documentation that the DBE firm's quote was not reasonable or that the DBE firm was not capable of performing the work for which they quoted. The fact that there may be some additional costs involved in finding and using DBE firms is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make Good Faith Efforts.
 - (5) Written documentation of efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance as required by the specifications.
 - (6) Written documentation of efforts to assist interested DBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services needed for the project.
 - (7) Other activities of the bidder that by their quality, quantity, and intensity demonstrate that the bidder took all necessary and reasonable steps to achieve the contract goal, and could reasonably have expected to do so but were unsuccessful.
- d) The determination made by the Good Faith Effort Administrative Review Committee shall be considered final.
 - e) In the event the bidder's appeal is denied by the Good Faith Effort Administrative Review Committee, the Good Faith Effort Evaluation process starts over with the next lowest bidder.
- 3) The Department may perform validation of any Good Faith Effort information submitted by any bidder.

F. Construction Period Requirements.

1. The Contractor shall use those DBEs for the amounts listed on Form 102115 as submitted with their bid. The Contractor shall give the DBE 7 calendar days to respond to any notice from the Contractor. The Contractor shall inform the Engineer of the reasons why a DBE will be unable to complete the work for which they were committed. The Contractor shall document their efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. Any request for substitution of a DBE subcontractor shall be made to the Engineer and approved by ~~OES~~-Civil Rights Bureau.
2. The Contractor is allowed to offer construction assistance to DBE subcontractors, but only in areas where DBEs can benefit from their expertise or in situations arising from unforeseen emergencies or natural disasters. The assistance shall be short-term and involve only equipment, or workers that function as trainers. Before offering the assistance, the Contractor shall notify the Engineer and obtain the written approval of ~~OES~~-Civil Rights Bureau.
3. Brokering of work by DBEs is not allowed and is a contract violation. A DBE firm involved in brokering of work may be decertified. Any firm involved in brokering of work, that engages in willful falsification, distortion, or misrepresentation with respect to any facts related to the project shall be referred to the US DOT's Office of the Inspector General for prosecution under Title 18, US Code, Section 100.20.

G. Post Construction Requirements.

1. Prior to receiving final payment, the Contractor shall provide to the Engineer certification of the dollars paid to each DBE firm, using Form 102116, Certification Of DBE Accomplishment. This certificate shall be submitted on all Federal-aid contracts and shall list the dollar amounts paid to all DBE firms on the contract. The certification shall be dated and signed by a responsible official legally representing the Contractor. Falsification of this certification will result in suspension of bidder qualifications according to Article 1102.03.
2. If the contract contained a DBE commitment, the Engineer will verify that the Contractor has attained the DBE commitment specified to each DBE firm listed on Form 102115. A price adjustment will be assessed for the amount of commitment not paid to each DBE firm used unless the DBE commitment to that DBE firm was reduced as allowed by Article 1102.17, G, 3.
3. The penalty for failure to meet DBE commitments will then be reduced by the following amount:
 - a. Underruns or deletion of contract items which were subcontracted to DBE firms.
 - b. Designated work that the DBE failed to perform and concurrence to waive this work was received from the Department.
4. Failure to meet the specified DBE commitment to each DBE firm will result in a price adjustment of an amount equal to the difference between the actual DBE dollars paid and the Contractor's adjusted DBE commitment to that DBE firm.

H. Required Records.

The Contractor and subcontractors shall retain, for a period of not less than 3 years after final acceptance of a project, copies of canceled checks or other documentation that substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and Federal Agencies.

I. Sanctions for Failing to Comply with the Intent of the DBE Regulations.

1. DBE Firms.

The ability to be eligible to receive DBE goal work is a privilege made available to a select group of firms. Firms that abuse this privilege may have their ability to be counted towards the DBE goal restricted if the firm fails to perform their work consistent with common industry practices. Examples of not performing work consistent with common industry practice include, but are not limited to:

- a. Patterns of failing to perform a commercially useful function for work quoted to meet a DBE goal.
- b. Patterns of failing to complete the work with their own organization for work quoted to meet a DBE goal.
- c. Patterns of failing to pay for all labor and materials for the work they have subcontracted to meet a DBE goal.
- d. Patterns of failing to perform the work they have subcontracted.
- e. Patterns of failing to notify the prime contractor in a timely manner when their work schedule makes it impossible for them to begin subcontract work at the requested time.
- f. Patterns of failure to furnish documents (e.g. certified payrolls, material test reports, etc.) within the timeframes allowed by the specifications.

The Department will provide written notice to the DBE firm, informing them of any proposed sanction. The DBE firm will have 14 calendar days, from the receipt of the certified notification, to make a written request for a hearing. The appeal hearing will be held with a three-person committee consisting of representatives from the ~~Offices of Contracts and Specifications~~, Construction and Materials, and ~~Employee Services~~ Civil Right Bureaus. If the Department does not receive a written request for a hearing, or if the DBE firm does not provide sufficient evidence at the hearing to refute the violations, the Department may suspend the DBE firm from the ability to be counted towards the commitment on projects with DBE goals. The duration of the suspension will be determined based on the severity of the violation and the number of prior suspensions of the DBE firm.

2. Prime Contractors.

Contractors who show a pattern of non-compliance with the DBE requirements of the contract may be suspended from bidding on contracts that have DBE goals. Examples that would indicate a lack of good faith effort to comply with the DBE requirements include, but are not limited, to:

- a. Patterns of performing work with their own organization, or having another company perform work, which was committed to a DBE firm to meet a DBE goal.
- b. Patterns of not keeping the DBE firms posted on the status of their projects, and not providing advance notification to the DBE when their subcontract work will be available to the DBE firm.
- c. Patterns of not promptly paying DBE firms for completed work in accord with [Article 1109.05](#).
- d. Not treating DBE firms as they would any other subcontractor on the project.

The Department will provide written notice to the Contractor, informing them of any proposed sanction for failure to comply in good faith with the intent of the DBE regulations. The Contractor will have 14 calendar days, from the receipt of the certified notification, to make a written request for a hearing. The appeal hearing will be held with a three-person committee consisting of representatives from the ~~Offices of Contracts and Specifications~~, Construction and Materials, and ~~Employee Services~~ Civil Right Bureaus. If the Department does not receive a written request for a hearing, or if the contractor does not provide sufficient evidence at the hearing to refute the violations, the Department may suspend the Contractor from bidding on projects that have DBE goals. The duration of the suspension will be determined based on the severity of the violation and the number of prior suspensions of the Contractor for DBE sanctions. The sanctions may be extended beyond contracts with DBE goals if the Contractor's treatment of DBE firms has extended beyond contracts assigned DBE goals.

2.25 SUBCONTRACTS

Subcontract Request

Contractor's Requirements

Instructions for completing Subcontract Requests are available on the Contracts and Specifications Bureau website "Letting Process" <https://iowadot.gov/contracts/General-letting-information/Lettings-process#20178505-award-of-contracts> under "Subcontracting".

Note the additional guidelines on the administration of DBE subcontracts that follow.

Except for trucking by DBE firms, "Subcontract Request" (Form 830231) are not required for trucking of materials. Trucking by DBE firms shall be documented on a "Subcontract Request and Approval" form, but the dollar value will not be used to determine the amount subcontracted. The contractor (or subcontractor) shall advise the project engineer in writing, on a daily basis, the names of independent companies that will be hauling materials on the "site of work". This will allow the project engineer to monitor trucking

DBE contractors may not use leased employees because Federal DBE regulations prohibit the use of leased employees and will not meet the commercial useful function towards DBE commitments.

Subcontractor - Disadvantaged Business Enterprise (DBE)

A. Contract Award

On Federal-aid projects with predetermined goals, all bidders will be required to submit a "Statement of DBE Commitment" (Form 102115) with their bid. A blank copy is provided in [Appendix 2-17](#). This form identifies DBE subcontractors, suppliers, transporters, and/or manufacturers that will be used to satisfy the DBE goal. Form 102115 shall also include work or items to be subcontracted, cost of this work, percent applicable to DBE goal, and dollar amount committed to each DBE.

Upon execution of a contract, the prime contractor becomes committed to those DBEs listed on Form 102115. This commitment is therefore a contractual arrangement between the State and the prime contractor with the same enforcement as any other provision specified in the contract documents. A prime contractor is required to enter into a contractual arrangement with each DBE listed by formally executing a written subcontract agreement specifying the work to be performed and appropriate compensation for that work. This two-tier process, which contractually obligates the prime contractor to both the State and each participating DBE, formalizes implementation of all DBE contract provisions.

The Contracts and Specifications Bureau will review the low bidder's "Statement of DBE Commitments" (Form 102115) to assure that certified DBEs are being used.

After review, the DBE commitment information will be posted in the Contracts and Specifications Bureau's folder on the Local Area Network as a "Word" document for each respective letting at W:\Highway\Contracts\FieldInformation\DBECommitments.

B. Subcontract Requests

For added or modified subcontracts, the project engineer must compare the "Subcontract Request" (Form 830231) submitted by the contractor to the contractor's DBE Commitment. This information is available as a Word document in the "DBE Commitment" folder in the Contracts and Specifications Bureau folder at W:\Highway\Contracts\FieldInformation\DBECommitments. Prime contractors must subcontract the work to the certified DBE subcontractor. Any request to subcontract work for less than the total amount shown on the "DBE Commitment" document shall not be approved without written approval from the Civil Rights Bureau.

1. Temporary Employees and Leased Equipment

A DBE may lease equipment consistent with standard industry practice provided a rental agreement, specifying terms of lease arrangement, is approved prior to a DBE starting work. If

equipment is of a specialized nature, the lease may include an equipment operator. If this practice is generally acceptable within the industry, then the operator can remain on lessor's payroll. For equipment that is not specialized, a DBE is expected to provide the operator and be responsible for all payroll and labor compliance requirements.

Operation of equipment shall be subject to full control of the DBE. Such an arrangement shall be short term and involve a specialized piece of equipment used at the job site.

The Civil Rights Bureau maintains an electronic roster of certified DBE trucks in their folder on the Local Area Network.

2. Commercially Useful Function

A commercially useful function exists when:

- DBE is totally responsible for execution of a distinct element of work by actually performing, managing, and supervising the work involved in accordance with the contract documents, normal industry practice, and
- That DBE firm receives due compensation as agreed upon for the work performed.

To meet commercially useful function requirements of the regulations and contract, the following statements are applicable:

- DBE firm must manage the work contracted. Management shall include scheduling work operations, ordering equipment and materials (if materials are part of the contract), preparing and submitting payrolls and all other required reports and forms, as well as hiring and firing employees, including supervisory employees
- DBE shall perform work with employees normally employed by and under the DBE's control. In all instances, the DBE shall be responsible for payroll and labor compliance requirements concerning all workers under their control. DBEs may use other means to perform work on a limited basis when the contract requires specialized knowledge, skills, or equipment. A DBE may be allowed to augment their work force with personnel which normally work for another firm, if requested and approved by the Contracts and Specifications Bureau prior to commencing work.
- DBE must supervise daily operations of their portion of contracted work. The only two acceptable ways for a DBE to supervise daily operations are:
 - 1) The DBE owner may act as the superintendent and directly supervise work, or
 - 2) A skilled and knowledgeable superintendent employed and paid wages by the DBE must directly supervise that work.

If the latter is used, the DBE owner must be actively involved in making operational and managerial decisions of the firm. Basically, this means that all administrative functions shall be performed by personnel responsible to, or employed by, the DBE at facilities or locations under the DBE's control.

- DBEs shall supervise and perform contracted work with workers on their payroll and under their direct supervision. The DBE and their superintendent must, on a full-time basis, supervise and control contracted work. Supervision of contract work by personnel normally employed by another contractor or by personnel not under the DBE's control constitutes failure to perform a commercially useful function.

The DBE Specifications includes minimum requirements for DBE manufacturers, dealers, transportation services, and subcontractors. DBE subcontractors that indicate work which will be performed by employees of another firm or with leased equipment should be questioned.

The Construction and Materials Bureau shall be notified in all cases where there is a question of commercially useful function before that subcontract is approved.

The Civil Rights Bureau will assist in determining requirements of a commercially useful function for DBE suppliers and manufacturers.

3. Partial Subcontract of an Item

It is not unusual for DBE subcontractors to be involved in only part of a contract item. This is to be documented on Form 830231 by clearly stating in the "Description" column exactly what portion of an item is to be accomplished by the DBE and the corresponding dollar amount. Details of subcontracts that have "Part Items" should be discussed at the preconstruction meeting so project personnel are informed of the work (i.e. Commercially Useful Function) to be performed by DBE subcontractors.

For conditions where a subcontract does not exist but a DBE firm is manufacturing, supplying, or trucking materials to the job site, terms of the agreements shall be described in Form 830231. This information is documented on Form 830231 so the project engineer can be assured that a prime contractor is meeting commitments previously stated on *Form 102115*. The work documented on the form shall be assigned to a contract item. A typical example may be for trucking only of hot mix asphalt and should be included as: "HMA Surface-Trucking Only-Lump Sum"; Quantity =1; Unit Price= \$30,000. This dollar value will not be used to determine the percent subcontracted as specified in [Specification 1108.01](#).

Inspection staff must monitor work performed and periodically inform the project engineer as to which individuals and equipment actually worked, so payrolls can be spot-checked.

C. Construction Period

The project engineer and inspectors must routinely review work subcontracted to DBE subcontractors to assure work is being performed as intended and that DBEs are performing a commercially useful function. Where work is performed by any other contractor or with equipment not owned by the DBE, the inspector shall issue a noncompliance notice citing violation of the Specification for Disadvantaged Business Enterprises, [Article 1102.17](#). This noncompliance shall be immediately reported to the project engineer, who will in turn notify the Construction and Materials Bureau.

Prime contractors will be given credit toward the DBE contract goal only when a DBE performs a commercially useful function. The requirements for a commercially useful function are outlined in the previous section "Subcontract Approval."

A DBE may lease equipment consistent with standard industry practice provided a rental agreement, specifying terms of lease arrangement, is approved prior to a DBE starting work. If equipment is of a specialized nature, the lease may include an equipment operator. No credit will be given for the cost of equipment leased or rented from the prime contractor.

DBEs shall negotiate cost, arrange for delivery, and pay for materials and supplies required for their portion of the contract work. Invoices for materials shall be invoiced to the DBE firm and not to a prime contractor.

No credit shall be allowed toward the DBE goal for cost of materials placed by a DBE subcontractor when payment is made by deducting this payment from the prime contractor's payment to the DBE.

Project engineers must document performance of the DBEs activity on all projects as part of the normal project contract compliance monitoring. On-site project monitoring by field personnel shall include employee assignments, equipment used, and supervision of the work as indicated on the subcontract form. The commercially useful functions can be documented in the Inspectors Daily Report (IDR) or on Form 517014 "DBE Commercially Useful Function Checklist". All irregularities must be documented in the field books, immediately reported to the prime contractor, and the Construction and Materials Bureau.

Project engineers shall not allow a prime contractor or another contractor to perform work that has been committed to a DBE subcontractor without written approval from the Civil Rights Bureau.

In situations where a DBE subcontractor cannot (or is not) performing, the prime contractor must follow all steps described in the specifications. Upon receipt of a signed statement from the DBE and documentation where the prime contractor will satisfy the goal with other items or DBEs, the project engineer may recommend to the Civil Rights Bureau Team that the commitment be waived and the required goal adjusted. The Civil Rights Bureau must provide written approval of all substitutions before any changes in subcontracted work are performed.

D. Post Construction

Prime contractors shall submit a completed "Certification of DBE Accomplishment" (Form 102116) with the final project documents for all Federal-Aid contracts and shall list the dollar amounts paid to all DBE firms on the contract. A blank form is provided in [Appendix 2-19](#). If the contract has a signature drawer in Doc Express, Form 102116 (116) should be signed in Doc Express.

If the contract does not have a signature drawer, Form 116 may be signed electronically and saved to the "Contract Documents" drawer in Doc Express. This form certifies the dollar amount paid to each DBE. If the contract had a DBE commitment, project engineers must compare the dollar amounts on Form 102116 to dollar amounts committed to DBE's as shown in the "DBE Commitment" document that is located at

W:\Highway\Contracts\FieldInformation\DBECommitments.

If the contract contained a DBE commitment, the Engineer will verify that the Contractor has attained the DBE commitment specified to each DBE firm listed on Form 102115. A price adjustment will be assessed for the amount of commitment not paid to each DBE firm used unless the DBE commitment to that DBE firm was reduced as allowed by [Article 1102.17, G. 3](#). Project engineers must include a written explanation describing situations, background, and findings which resulted in reductions of adjustments. This explanation shall be attached to Form 102116. The DCE shall review these adjustments prior to signing Form 830436.

When the prime contractor is a certified DBE contractor, Form 102116 is required to be submitted upon completion of a Federal Aid contract. The DBE contractor shall include the amount of work completed by their firm and DBE subcontractors. The project engineer will sign the form acknowledging receipt of the form and does not need to complete the amounts in the lower portion of the form.

Unique problems have been noted with the goals and variables of the DBE program. Documentation of any activity related to the program is important and must not be overlooked. Record all telephone or personal contacts noting time, place, and details.

FRAUD

Fraud

1

What is Fraud

- Wrongful or criminal deception intended to result in financial or personal gain
- Typically characterized by altered or concealed documents
- Mistakes are not fraud provided they are
 - Isolated in occurrence
 - Do not exhibit a consistent pattern favoring one party

Federal Code

- Title 18 United States Code 1020
- FHWA Form 1022
- Applicable to contractors, subcontractors, suppliers, inspectors, engineers, etc.... on federal aid projects
- Knowingly makes false statement, representation, or reports related to quality, quantity, or cost of
 - Materials
 - Work
 - Submissions
 - Certifications
- Punishable by not more than
 - \$10,000 fine
 - 5 years in prison
 - Or both

3

State Code

- Iowa Code 714.8, subsection 3
- Applicable to contractors, subcontractors, suppliers, inspectors, engineers, etc.... non-federal aid funded projects
- Knowingly executes or tenders a false certification, affidavit, or certificate required by law or given in support of payment
- Depending on amount of money claimed for payment
 - Class C or D felony
 - Potential fines and/or prison

4

Instructional Memorandum 213

- Certified technicians will be decertified if they
 - Use of false or fraudulent information to secure or renew a certificate
 - Use of false or fraudulent documentation by the certificate holder
 - Use of misleading, deceptive, untrue or fraudulent representations by the certificate holder

5

Construction Project Fraud

- Conflict of interest
- Bribery
- DBE fraud
- Time overcharging
- Materials overcharging
- Quality control testing fraud
- Product Substitution

6

Conflict of Interest

- Oversight official misrepresents impartiality when they have an undisclosed financial interest
- Examples – red flags
 - Oversight official develops project or specification and later subcontract with contractor receiving contract
 - Oversight official or family members having financial interests in contractor or subcontractor awarded contract
 - Oversight official or family member seeking employment with contractor or subcontractor awarded contract
 - Oversight official assisting in preparing bids or leasing equipment to the contractor or subcontractor awarded contract

7

Bribery

- Contractor misrepresents the cost of performing work by compensating an oversight official to not enforce the contract requirements
- Examples - red flags
 - Oversight official shows pattern of preferential contractor treatment
 - Oversight official socializes with, or has business relationships with, contractor or their families
 - Oversight official has a lifestyle that exceeds their salary
 - Contract change orders lack sufficient justification

8

DBE Fraud

- Contractor misrepresents who performed the contract work in order to increase job profit while appearing to be in compliance with DBE goals
- Examples - red flags
 - DBE lacks background, expertise, or equipment to perform work
 - Employees move back and forth between contractor and DBE payrolls
 - Business names on equipment and vehicles covered with paint or magnetic signs
 - Orders and payment for materials and supplies made by employees not employed by the DBE

9

Time Overcharging

- Contractor or consultant misrepresent how many hours employees work in order to charge more work hours or a higher overhead rate to increase profit
- Examples – red flags
 - Unauthorized alterations to timecards and other source records
 - Timecards filled out by supervisors and not by employees
 - Billed hours and dollars consistently at or near budgeted amounts
 - Frequent adjustments to entries with descriptions such as “changed wrong” or “work order”
 - Personnel files that cannot be found or are found after a delay

10

Materials Overcharging

- Contractor over-represents the quantity of material used and is paid for excess material to increase job profit
- Example – red flags
 - Discrepancy between contractor provided quantities and observed yield data
 - Missing weight truck tickets
 - Truck weight tickets or plant production records with altered or missing information
 - Refusal or inability to provide supporting documentation

11

Quality Control Testing

- Contractor misrepresents quality control results to falsely earn incentives or avoid disincentives, shutdowns, or removal of deficient work
- Examples – red flags
 - Contractor insists on taking possession of samples and transporting them to the testing lab
 - Contractor prematurely discards backup samples before correlation and/or verification testing is completed
 - Test results unrealistically repeat with the same number or with a systematic pattern of numbers
 - Test results cannot be found, are found after a delay, or have been destroyed
 - Contractor challenges or attempts to intimidate inspectors that obtain conflicting test results

12

Product Substitution

- Contractor misrepresents the product used in order to reduce costs of construction materials
- Examples – red flags
 - Mis-marking or mis-labeling of products or materials
 - Contractor restricts or avoids inspection of products or materials upon delivery
 - Incomplete delivery tickets and certifications with no originals
 - Modified or falsified delivery tickets and certifications
 - Unsigned certifications or certifications with forged or signatures of contractor employees
 - Contractor offers to select samples for testing

13

Suspected Fraud

- Investigate and document the suspected activity
- Seek an explanation when possible
- Report your findings to
 - Proper authorities/management based on the situation
 - OIG to remain confidential

14

Notice of False Statement

- FHWA-Form-1022
- Contacts



NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or 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 costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of 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 a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

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

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

State Transportation Agency Mark Dunn, P.E. 515-239-1414 Ames, IA 50010	U.S. Department of Transportation Hotline for Fraud, Waste, & Abuse 1-800-424-9071	Federal Highway Administration Division Administrator Timothy C. Marshall 105 6th Street Ames, IA 50010 Phone: (515) 233-7300
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5-37

FHWA Form-1022 (Revised May2015)

Fraud

1. What are potential consequences of fraudulent activities on a project?
2. What two conditions must exist for an action to be considered fraudulent?
3. What should be done if fraud is suspected?
4. Determine if the following situations are acceptable or unacceptable relative to fraud.
 - Your family member owns the company that is a subcontractor on the project you are inspecting.
 - The inspector observes the contractor core the pavement and takes immediate possession of thickness cores for testing.
 - The contractor offers the inspector tickets to an Iowa State basketball game.
 - The inspector places markers on grade where air tests will be conducted.

- Aggregate gradations do not correlate and the plant monitor attempts to obtain and test backup samples but they have already been discarded by the contractor.
- The contractor is missing material certifications but when asked, produces them quickly and provides a reasonable explanation as to why they were missing.
- The contractor employee orders materials for the DBE and supervises and directs DBE employees in completion of the work.
- Measured quantities are checked independently by another inspector on the project.
- Certifications are provided with dates and lot numbers crossed out and overwritten by hand.
- Ample notification is provided to allow the contracting authority to witness maturity beam fabrication and breaks.

FEDERAL CODE 1020 and IOWA CODE 714.8

I.M. 213 discusses the Unsatisfactory Notice that Certified Technicians are given when they are not performing their job duties satisfactorily. This can be given for a number of reasons including, improper sampling and/or testing, not performing their duties and reporting in the time frame required, reporting incorrect information, etc. The technician is given one written notice, the second notice is three-month certification suspension, and the third notice is decertification. According to I.M. 213 the Certified Technician can automatically be decertified for false statements without going through the Unsatisfactory Notice procedure. The Certified Technician also needs to be aware of the false statement clause that is applicable to all federal-aid projects and the fraudulent practice clause that applies to all non-federal aid projects. **Certified Technicians need to read and be aware of U.S.C. 1020 and Iowa Code 714.8 since these do apply to them.** They read as follows:

FEDERAL AID PROJECTS

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 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 not more than \$10,000 or imprisoned not more than 5 years or both”

NON-FEDERAL AID PROJECTS

Iowa Code 714.8, subsection 3, defines fraudulent practices. “A person who does any of the following acts is guilty of a fraudulent practice. Subsection 3, Knowingly executes or tenders a false certification under penalty of perjury, false affidavit, or false certificate, if the certification, affidavit, or certificate is required by law or given in support of a claim for compensation, indemnification, restitution, or other payment.” Depending on the amount of money claimed for payment, this could be a Class C or Class D felony, with potential fines and/or prison.

The above codes refer to the individual making the false statement. Standard Specification Article 1102.03, paragraph C, section 5 refers to the Contractor.

Article 1102.03, paragraph C, section 5 states, “A contractor may be disqualified from bidder qualification if or when: The contractor has falsified documents or certifications, or has knowingly provided false information to the Department or the Contracting Authority.”

CONTRACT PERIOD

Contract Period

1

Contract Period

- Standard Specification 1108.02 and CM 2.31
- Time contractor is allocated to complete all work on the contract
- Overview
 - Contracting authority determines the contract period for the type/quantity of work based on production rates
 - Contractor agrees to contract period when signing contract
 - Inspector charges days or tracks completion date depending on contract type
 - Liquidated damages are assessed if contract period requirements are not met
- Work or communication should never begin without a signed/executed contract

2

Completion Date Contracts

- Contractor must complete the contract on or before the completion date
- Work may commence any time after the execution of the contract
- Working days are not charged
- Inspector tracks and reports calendar days contract is not completed beyond completion date
- Liquidated damages are assessed for each calendar day beyond the completion date

3

Working Day Contracts

- Contractor must complete the contract without exceeding the allocated working days
- Three types
 - Specified start date
 - Approximate start date
 - Late start date
- No work can commence without an executed contract
- Inspector charges working days and completes weekly working day report
- Liquidated damages are assessed for each working day in excess of the allocated working days

4

Charging Working Days on Non-Accelerated Contracts

- Any calendar day on which weather or other conditions allow work to be performed on the controlling operation excluding
 - Saturdays, Sundays, and recognized legal holidays the Contractor does not work
 - Work performed on Saturday not requiring inspection
- For multiple site contracts, charge each site independently based on the controlling operation of each site

5

Charging Working Days on Non-Accelerated Contracts

- Ability to work $\frac{3}{4}$ or greater of a normal workday will be charged 1 day
- Ability to work $\frac{1}{2}$ or greater but less than $\frac{3}{4}$ of a normal workday will be charged $\frac{1}{2}$ day
- Ability to work less than $\frac{1}{2}$ of a normal workday will be charged no day

6

Other Condition Examples

- Failure of contracting authority to provide survey, inspection, materials testing
- Strikes not directed against contractor
- Delays resulting from redesign or plan revision
- Unforeseen traffic emergencies
- Waiting for preceding contractor to complete their work
- Unforeseen environmental issues
- Redoing damaged work beyond control of Contractor
- Extra work
- Natural disasters

7

Controlling Operation

- Work at a point in time that has the greatest impact on the duration of completing the contract
- Only one controlling operation at a point in time
- Changes as the project progresses but does not change daily
 - Example - Placement of reinforcing steel may be a controlling operation at some point in time. However, placing all reinforcing steel in a bridge need not be completed before another operation such as placing structural concrete would become controlling.

8

Recognized Legal Holidays

- Standard Specification 1108.03
- Memorial Day
- Labor Day
- Independence Day
- Thanksgiving Day
- Christmas Day
- New Years Day
- Surrounding days may also be included depending on the holiday and day of the week it is observed
- Contractors may request to work holidays if approved working days will be charged
 - Impact to traffic
 - Inspection costs

9

Specified Start Date

- Contractor can expect the site to be available by the specified start date
- Work is expected to start no later than the specified start date
- Working days will start to be charged on the specified start date except
 - When work is approved to begin prior to the specified start date, working days will be charged when work starts
 - Prior to 15 calendar days after the execution of the contract provided
 - Contractor furnished all documents in required time
 - Work has not started

10

Approximate Start Date

- Site is expected to be available
- Engineer will inform the contractor if it appears the site will not be available
- Work may commence before, on, or after the approximate start date provided the site is available
 - Working days will be charged
- Work may commence before the approximate start date and before the site is available provided the contractor has waived rights to delay claims and the engineer has given approval
 - Working days will not be charged prior to site availability
 - Working days will be charged the day following site availability if the contractor is working at the site

11

Approximate Start Date

- Work may commence on the date agreed to by the engineer and the contractor
 - Working days will be charged
- Work may commence on the start date indicated on the notice to proceed issued by the engineer
 - Working days will be charged

12

Late Start Date

- Work may commence any time after the execution of the contract
 - Prior to the late start date, working days will be charged when work begins
 - If work has not begun prior to the late start date, working days will be charged starting on the late start date
 - Working days will not be charged prior to 15 calendar days after the execution of the contract provided
 - Contractor furnished all documents in required time
 - Work has not started

13

Winter Work

- Work conducted between November 15 and April 1
- Working days will not be charged unless
 - Otherwise noted in the contract
 - Working days have been exceeded and the engineer requires the contractor to work after November 15th until completion or suspension

14

Suspension of Working Day Charges on Substantially Completed Projects

- When not in liquidated damages working days will not be charged provided
 - Only minor work or clean up needs to be completed
 - Engineer approves contractor suspension request and schedule
 - Contractor completes work according to schedule submitted
- When in liquidated damages working days will not be charged provided
 - Traffic has complete use of roadway including shoulder
 - Remaining work is in areas beyond the edge of shoulder
 - Only minor work or clean up needs to be completed
 - Remaining work is completed without excessive delay

15

Liquidated Damages

- Cost of inspection and to public when contract period requirements are not met
- Details are provided in contract
- Resolved by engineer based on inspector observations and reports
- Critical to have
 - Correct and fair charging
 - Accurate and timely reporting
 - Good communication
 - Timely contestment and dispute resolution
- When anticipated withhold contractor payment on items
- Must be settled for final voucher to be processed

16

Weekly Report of Working Days

- Form 830238
<https://iowadot.seamlessdocs.com/f/WeeklyReportofWorkingDays>
- Used only if not using FieldManager

Form 830238
5/27/18-10/18/18

IOWADOT
WEEKLY REPORT OF WORKING DAYS

IMPORTANT! Whenever the prime or a subcontractor starts or completes work it shall be so stated on the corresponding daily line below. This shall also apply when work is resumed after a winter shutdown.

Date/Approx. Starting Date _____ Report No. _____
Intermediate Construction Period, if specified _____ Week Ending Sat. _____
Length of project _____ km (miles) _____ County _____
Type of Work (If Bridge Give Design No.) _____ Project No. _____
Contract No. _____

Contractor _____

Days of Week	Date	Controlling Operation	Explanation of Delays	Contractor Working Yes or No	Working Days Charged
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					

Remarks: _____

Percent of Contract Completed _____

Percent of Time Used _____

TOTALS FOR THE WEEK: 0

Total Working Days Used _____
Last Report _____
Total Working Days Used To Date _____
Number of Working Days Specified _____

Type of Work	km (miles) or Quantity Completed To Date	Percent Completed To Date

Inspector: _____

Project Engineer: _____ Date: _____

17

Weekly Report of Time Charges

- Created in FieldManager
- Inspector enters information in inspector daily report (IDR)
- Office manager creates daily diary where days are charged
- Uploaded to signature drawer in DocExpress
- Reviewed and signed by engineer
- Review and contest by contractor within 10 days

Weekly Report of Time Charges

Iowa Department of Transportation 11/5/2018 10:53 AM
FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Week Ending Saturday	Federal Project Number	Report No.	Construction Start Date
November 3, 2018	171219 S1	25	5/17/2018

Author	Site Number	Site Description	Site Type
John Willenbring	00		Available Days

Entered By	Revised By	Revision Date	Revision No.
Sharon Chase			

Location	Route
NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG	IOWA 32 (C34755)

Prime Contractor
SCHROEDER, JIM CONSTRUCTION, INC.
500 S SECOND ST
BELLEVUE IA 52031

Remarks
NHSX-032-1(41)-3H-31 C34755
Late Start Date 5/21/2018

Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	10-28				
Monday	10-29	Excavation Class 10 Channel		Yes	1.00
Tuesday	10-30	Excavation Class 10 Channel		Yes	1.00
Wednesday	10-31	Excavation Class 10 Channel	Wet Conditions	No	0.00
Thursday	11-1	Excavation Class 10 Channel	Conditions favorable to work in afternoon.	Yes	0.50
Friday	11-2	Excavation Class 10 Channel		Yes	1.00
Saturday	11-3				

Percent of Contract Completed (placed/current):	Percent of Time Used:	Open to Traffic Days:	Total Approved:	Total For The Week:	Total Used To Date:	Contract Time Remaining:	Total Previous To This Week:
85.20%	85.24%		105.00	3.50	89.50	15.50	86.00

Signature: Hugh Holak 11/5/18
RCE's Name, Hugh Holak (Date)

Contract: 31-0321-041 Week Ending Saturday: November 3, 2018 Page 1 of 1

Weekly Report of Time Charges

- Parts
 - Title
 - Provides basic contract information for each site
 - Work week
 - Provides day, date, controlling operation, reason for delays and time charged
 - Percent complete
 - Provides percent of contract completed and time used as well as days charged for the week, to date and remaining

Weekly Report of Time Charges

Iowa Department of Transportation 11/5/2018 10:53 AM FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Week Ending Saturday November 3, 2018	Federal Project Number 171219 S1	Report No. 25	Construction Start Date 5/17/2018
Author John Willenbring	Site Number 00	Site Description	Site Type Available Days
Entered By Sharon Chase	Revised By	Revision Date	Revision No.

Location
NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER
GRANG

Route
IOWA 32 (C34755)

Prime Contractor
SCHROEDER, JIM CONSTRUCTION, INC.
500 S SECOND ST
BELLEVUE IA 52031

Remarks
NHSX-032-1(41)-3H-31 C34755
Late Start Date 5/21/2018

Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	10-28				
Monday	10-29	Excavation Class 10 Channel		Yes	1.00
Tuesday	10-30	Excavation Class 10 Channel		Yes	1.00
Wednesday	10-31	Excavation Class 10 Channel	Wet Conditions	No	0.00
Thursday	11-1	Excavation Class 10 Channel	Conditions favorable to work in afternoon.	Yes	0.50
Friday	11-2	Excavation Class 10 Channel		Yes	1.00
Saturday	11-3				

Percent of Contract Completed (placed/current):	85.20%	Total For The Week:	3.50
Percent of Time Used:	85.24%	Total Used To Date:	89.50
Open to Traffic Days:		Contract Time Remaining:	15.50
Total Approved:	105.00	Total Previous To This Week:	86.00

Signature: *[Signature]* RCE's Name, Hugh Holak 11/5/18 (Date)

Contract: 31-0321-041 Week Ending Saturday: November 3, 2018 19 Page 1 of 1

Weekly Report of Time Charges

- FieldManager tracks and calculates percent complete information
- Signature should be electronic in DocExpress

Weekly Report of Time Charges

Iowa Department of Transportation 11/5/2018 10:53 AM FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Week Ending Saturday November 3, 2018	Federal Project Number 171219 S1	Report No. 25	Construction Start Date 5/17/2018
Author John Willenbring	Site Number 00	Site Description	Site Type Available Days
Entered By Sharon Chase	Revised By	Revision Date	Revision No.

Location
NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER
GRANG

Route
IOWA 32 (C34755)

Prime Contractor
SCHROEDER, JIM CONSTRUCTION, INC.
500 S SECOND ST
BELLEVUE IA 52031

Remarks
NHSX-032-1(41)-3H-31 C34755
Late Start Date 5/21/2018


Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	10-28				
Monday	10-29	Excavation Class 10 Channel		Yes	1.00
Tuesday	10-30	Excavation Class 10 Channel		Yes	1.00
Wednesday	10-31	Excavation Class 10 Channel	Wet Conditions	No	0.00
Thursday	11-1	Excavation Class 10 Channel	Conditions favorable to work in afternoon.	Yes	0.50
Friday	11-2	Excavation Class 10 Channel		Yes	1.00
Saturday	11-3				

Percent of Contract Completed (placed/current):	85.20%	Total For The Week:	3.50
Percent of Time Used:	85.24%	Total Used To Date:	89.50
Open to Traffic Days:		Contract Time Remaining:	15.50
Total Approved:	105.00	Total Previous To This Week:	86.00


Signature: *[Signature]* RCE's Name, Hugh Holak 11/5/18 (Date)

Contract: 31-0321-041 Week Ending Saturday: November 3, 2018 20 Page 1 of 1



WDR #1

Weekly Report of Time Charges		5/23/2018 11:00 AM FieldManager 5.3a			
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday May 19, 2018	Federal Project Number 171219 S1	Report No. 1	Construction Start Date 5/17/2018		
Author John Willenbring	Site Number 00	Site Description	Site Type Available Days		
Entered By Sharon Chase	Revised By	Revision Date	Revision No.		
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRAND		Route IOWA 32 (C34755)			
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	5-13				
Monday	5-14	Sub Structure	Late start date 5/21/18	No	0.00
Tuesday	5-15	Sub Structure	Mobilizing	No	0.00
Wednesday	5-16	Sub Structure	Mobilizing	No	0.00
Thursday	5-17	Sub Structure		Yes	1.00
Friday	5-18	Sub Structure		Yes	1.00
Saturday	5-19				
Percent of Contract Completed (placed/current):			0.00%	Total For The Week:	
Percent of Time Used:			1.90%	Total Used To Date:	
Open to Traffic Days:				Contract Time Remaining:	
Total Approved:			105.00	Total Previous To This Week:	
Signature: 				5/23/18 (Date)	
RCE's Name, Hugh Holak					
Contract: 31-0321-041 Week Ending Saturday: May 19, 2018				21 Page 1 of 1	



WDR #4

Weekly Report of Time Charges		6/11/2018 10:20 AM FieldManager 5.3a			
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday June 9, 2018	Federal Project Number 171219 S1	Report No. 4	Construction Start Date 5/17/2018		
Author John Willenbring	Site Number 00	Site Description	Site Type Available Days		
Entered By Sharon Chase	Revised By	Revision Date	Revision No.		
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRAND		Route IOWA 32 (C34755)			
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	6-3				
Monday	6-4	Sub Structure		Yes	1.00
Tuesday	6-5	Sub Structure		Yes	1.00
Wednesday	6-6	Sub Structure		Yes	1.00
Thursday	6-7	Sub Structure		Yes	1.00
Friday	6-8	Sub Structure		Yes	1.00
Saturday	6-9				
Percent of Contract Completed (placed/current):			14.40%	Total For The Week:	
Percent of Time Used:			15.24%	Total Used To Date:	
Open to Traffic Days:				Contract Time Remaining:	
Total Approved:			105.00	Total Previous To This Week:	
Signature: 				6/11/18 (Date)	
RCE's Name, Hugh Holak					
Contract: 31-0321-041 Week Ending Saturday: June 9, 2018				22 Page 1 of 1	



WDR #6

Weekly Report of Time Charges					
		Iowa Department of Transportation		6/25/2018 10:02 AM FieldManager 5.3a	
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday June 23, 2018		Federal Project Number 171219 S1		Report No. 6	Construction Start Date 5/17/2018
Author John Willenbring		Site Number 00	Site Description		Site Type Available Days
Entered By Sharon Chase		Revised By		Revision Date	Revision No.
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG			Route IOWA 32 (C34755)		
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	6-17				
Monday	6-18	Sub Structure	contractor not on site	No	4.00
Tuesday	6-19	Sub Structure	wet conditions	No	0.00
Wednesday	6-20	Sub Structure		Yes	1.00
Thursday	6-21	Sub Structure	rain	No	0.00
Friday	6-22	Sub Structure		Yes	1.00
Saturday	6-23				
Percent of Contract Completed (placed/current):		23.10%	Total For The Week:		3.00
Percent of Time Used:		22.86%	Total Used To Date:		24.00
Open to Traffic Days:			Contract Time Remaining:		81.00
Total Approved:		105.00	Total Previous To This Week:		21.00
Signature: 				6/28/18 (Date)	
RCE's Name, Hugh Holak					
Contract: 31-0321-041 Week Ending Saturday: June 23, 2018 23 Page 1 of 1					



WDR #8

Weekly Report of Time Charges					
		Iowa Department of Transportation		7/6/2018 10:26 AM FieldManager 5.3a	
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday July 7, 2018		Federal Project Number 171219 S1		Report No. 8	Construction Start Date 5/17/2018
Author John Willenbring		Site Number 00	Site Description		Site Type Available Days
Entered By Sharon Chase		Revised By		Revision Date	Revision No.
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG			Route IOWA 32 (C34755)		
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	7-1				
Monday	7-2	Super Structure		Yes	1.00
Tuesday	7-3	Super Structure		Yes	1.00
Wednesday	7-4	Super Structure	July 4th observed	No	0.00
Thursday	7-5	Super Structure		Yes	1.00
Friday	7-6	Super Structure		Yes	1.00
Saturday	7-7				
Percent of Contract Completed (placed/current):		59.50%	Total For The Week:		4.00
Percent of Time Used:		30.48%	Total Used To Date:		32.00
Open to Traffic Days:			Contract Time Remaining:		73.00
Total Approved:		105.00	Total Previous To This Week:		28.00
Signature: 				7/10/18 (Date)	
RCE's Name, Hugh Holak					
Contract: 31-0321-041 Week Ending Saturday: July 7, 2018 24 Page 1 of 1					



WDR #10

Weekly Report of Time Charges					
			7/24/2018 10:23 AM FieldManager 5.3a		
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday July 21, 2018		Federal Project Number 171219 S1		Report No. 10	Construction Start Date 5/17/2018
Author John Willenbring		Site Number 00	Site Description		Site Type Available Days
Entered By Sharon Chase		Revised By		Revision Date	Revision No.
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRAND				Route IOWA 32 (C34755)	
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	7-15				
Monday	7-16	Superstructure		Yes	1.00
Tuesday	7-17	Superstructure		Yes	1.00
Wednesday	7-18	Superstructure		Yes	1.00
Thursday	7-19	Superstructure		Yes	1.00
Friday	7-20	Deck	Weather did not allow for deck pour today, pour next Monday	No	0.00
Saturday	7-21				
Percent of Contract Completed (placed/current):		63.40%	Total For The Week:		4.00
Percent of Time Used:		39.05%	Total Used To Date:		41.00
Open to Traffic Days:			Contract Time Remaining:		64.00
Total Approved:		105.00	Total Previous To This Week:		37.00
Signature: 			RCE's Name, Hugh Holak		
			7/27/18 (Date)		
Contract: 31-0321-041 Week Ending Saturday: July 21, 2018 25 Page 1 of 1					



WDR #25

Weekly Report of Time Charges					
			11/5/2018 10:53 AM FieldManager 5.3a		
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday November 3, 2018		Federal Project Number 171219 S1		Report No. 25	Construction Start Date 5/17/2018
Author John Willenbring		Site Number 00	Site Description		Site Type Available Days
Entered By Sharon Chase		Revised By		Revision Date	Revision No.
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRAND				Route IOWA 32 (C34755)	
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	10-28				
Monday	10-29	Excavation Class 10 Channel		Yes	1.00
Tuesday	10-30	Excavation Class 10 Channel		Yes	1.00
Wednesday	10-31	Excavation Class 10 Channel	Wet Conditions	No	0.00
Thursday	11-1	Excavation Class 10 Channel	Conditions favorable to work in afternoon.	Yes	0.50
Friday	11-2	Excavation Class 10 Channel		Yes	1.00
Saturday	11-3				
Percent of Contract Completed (placed/current):		85.20%	Total For The Week:		3.50
Percent of Time Used:		85.24%	Total Used To Date:		89.50
Open to Traffic Days:			Contract Time Remaining:		15.50
Total Approved:		105.00	Total Previous To This Week:		86.00
Signature: 			RCE's Name, Hugh Holak		
			11/5/18 (Date)		
Contract: 31-0321-041 Week Ending Saturday: November 3, 2018 26 Page 1 of 1					


WDR #26

Weekly Report of Time Charges					
 <div style="float: right;">11/13/2018 10:13 AM FieldManager 5.3a</div>					
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday November 10, 2018		Federal Project Number 171219 S1		Report No. 26	Construction Start Date 5/17/2018
Author John Willenbring		Site Number 00	Site Description		Site Type Available Days
Entered By Sharon Chase		Revised By		Revision Date	Revision No.
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER ORANG				Route IOWA 32 (C34755)	
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	11-4				
Monday	11-5	punch list		No	0.00
Tuesday	11-6	punch list		No	0.00
Wednesday	11-7	punch list		No	0.00
Thursday	11-8	Punch List		Yes	0.00
Friday	11-9	Punch list - suspend		No	0.00
Saturday	11-10				
Percent of Contract Completed (placed/current):				90.50%	Total For The Week:
Percent of Time Used:				85.24%	Total Used To Date:
Open to Traffic Days:					Contract Time Remaining:
Total Approved:				105.00	Total Previous To This Week:
Signature: 				11/14/18 (Date)	
RCE's Name, Hugh Holak					
Contract: 31-0321-041 Week Ending Saturday: November 10, 2018 27 Page 1 of 1					

WDR #28

Weekly Report of Time Charges					
 <div style="float: right;">12/10/2018 1:51 PM FieldManager 5.3a</div>					
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday December 8, 2018		Federal Project Number 171219 S1		Report No. 28	Construction Start Date 5/17/2018
Author Jeff Utter		Site Number 00	Site Description		Site Type Available Days
Entered By Sharon Chase		Revised By		Revision Date	Revision No.
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER ORANG				Route IOWA 32 (C34755)	
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	12-2				
Monday	12-3				
Tuesday	12-4				
Wednesday	12-5	PUNCHLIST resume/suspend		Yes	0.00
Thursday	12-6				
Friday	12-7				
Saturday	12-8				
Percent of Contract Completed (placed/current):				92.00%	Total For The Week:
Percent of Time Used:				85.24%	Total Used To Date:
Open to Traffic Days:					Contract Time Remaining:
Total Approved:				105.00	Total Previous To This Week:
Signature: 				12/11/18 (Date)	
RCE's Name, Hugh Holak					
Contract: 31-0321-041 Week Ending Saturday: December 8, 2018 28 Page 1 of 1					

WDR# 29

Weekly Report of Time Charges					
 <div style="float: right;">6/10/2019 10:31 AM FieldManager 5.3a</div>					
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER					
Week Ending Saturday June 8, 2019	Federal Project Number 171219 S1				
Report No. 29	Construction Start Date 5/17/2018				
Author Hugh Holak	Site Number 00				
Site Description 	Site Type Available Days				
Entered By Sharon Chase	Revised By 				
Revision Date 	Revision No. 				
Location NHSX-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG	Route IOWA 32 (C34755)				
Prime Contractor SCHROEDER, JIM CONSTRUCTION, INC. 500 S SECOND ST BELLEVUE IA 52031					
Remarks NHSX-032-1(41)-3H-31 C34755 Late Start Date 5/21/2018					
Day of Week	Date	Controlling Operation	Reason for Delays	Contractor Working?	Time Charged
Sunday	6-2				
Monday	6-3				
Tuesday	6-4				
Wednesday	6-5				
Thursday	6-6				
Friday	6-7	Project Accepted Final Report		No	0.00
Saturday	6-8				
Percent of Contract Completed (placed/current):		96.10%	Total For The Week:		0.00
Percent of Time Used:		85.24%	Total Used To Date:		89.50
Open to Traffic Days:			Contract Time Remaining:		15.50
Total Approved:		105.00	Total Previous To This Week:		89.50
Signature: _____ <div style="display: flex; justify-content: space-between;"> RCE's Name, Hugh Holak (Date) </div>					
Contract: 31-0321-041 Week Ending Saturday: June 8, 2019 29 Page 1 of 1					

Contract Period

1. For completion date contracts, what does the inspector track?
2. True or false, work and/or communication can begin without a signed/executed contract.
3. What days can working days be charged on?
4. The contracting authority fails to provide survey information needed to place the precast culvert which is the controlling operation. Should the inspector charge working days?
5. The contractor begins work on the controlling operation and completes 2 hours of work prior to an all-day rain event preventing additional work. How many working days should the inspector charge?
6. The controlling operation is driving pile. A plan discrepancy is found with the number of pile. While the design discrepancy is being resolved the contractor cannot drive pile but can do some minor excavation and tie some steel cages. Should the inspector charge working days?

7. A contractor requests to work on Memorial Day. What should be considered in evaluating their request and would they be charged a working day if allowed to work?
8. On a specified start date contract, the specified start date occurs and the contractor is not on site working. Can working days be charged?
9. The specified start date is May 15th. The contractor requests and is approved to begin work on April 15th. When can working days begin to be charged?
10. For an approximate start date contract, the engineer issues a notice to proceed to the contractor. When can working days be charged?
11. On an approximate date contract, can work begin prior to the site being available and if so, are days charged?
12. Work begins prior to the late start date. Can working days be charged?
13. A contract is signed/executed but for reasons beyond the control of the contractor the signing/execution date is after the late start date. How should working day charges be handled?

14. The contractor has exceeded their working days and the engineer requires the contractor to work past November 15th. How should working days be charged?
15. Where could you check to see if working days are charged during wintertime?
16. A contractor is not in liquidated damages and the engineer approves the contractor suspension request and schedule. Working days are not being charged but the contractor fails to complete the work according to schedule and is not on-site? Can working days be charged?
17. Why is it important for working days to be charged accurately, fairly, and in a timely fashion?

1108.02 PROSECUTION OF WORK.

A. General.

1. The proposal form may designate the contract period by either a Specified Start Date, Approximate Start Date, or Late Start Date. The proposal form may also indicate the contract period by a Completion Date. The number of working days will be designated for the three types of start dates. Working days will not apply for a Completion Date contract period.
2. The return of the signed and executed contract to the Contractor shall serve as notice that the contract bond is acceptable, that the contract is in force, and that the Contractor may complete arrangements for materials and other work in accordance with the contract documents.
3. Should a delay become apparent before or after the work is started, the Engineer will immediately notify the Contractor in writing that work on the contract will be delayed, and if possible, the approximate duration of the delay.

B. Completion Date Contracts.

The Contractor shall complete the contract on or before the Completion Date. Unless noted otherwise in the proposal form, the Contractor may commence work any time after receipt of the signed contract, specifications permitting. Articles 1108.02, E and 1108.02, F will not apply. Liquidated damages will be assessed in accordance with Article 1108.08 for each calendar day beyond the Completion Date that the contract remains uncompleted.

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.

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.

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.

D. Intermediate Contract Periods.

Intermediate contract periods may be designated for construction of certain portions of the contract. The intermediate contract period may be the same type as listed in Articles 1108.02, B and 1108.02, C. The intermediate contract period, description, working days (if applicable), and liquidated damages will be shown as a site number on the proposal form.

E. Charging of Working Days.

1. The Contractor will be charged working days as defined in [Article 1101.03](#) and this article. For multiple site contracts, working day charges for each site will be charged independently based on the controlling operation for the site.
2. Working days will be charged beginning with the following circumstances:
 - a. On the date that has been agreed to at the preconstruction conference for contracts with an Approximate Start Date.
 - b. On the start date indicated in the Notice to Proceed for contracts with an Approximate Start Date.

- c. On the day following the date the site becomes available if the Contractor is already working onsite for contracts with an Approximate Start Date.
 - d. On the date the Contractor begins work prior to the Late Start Date.
 - e. On the date specified for contracts with a Late Start Date and the Contractor has not begun work prior to that date. However, working days will not be charged prior to 15 calendar days after the contract has been signed by all required entities, provided the Contractor furnished the signed contract, performance bond, and proof of insurance within the time allowed by [Article 1103.07](#), and has not started work on the contract.
3. The Contractor will be charged 1/2 working day when weather or other conditions beyond the control of the Contractor permits work for at least 1/2 but less than 3/4 of a working day. The Contractor will not be charged a working day when weather or other conditions beyond the control of the Contractor work for less than 1/2 of a working day. In the event of adverse weather when work on a project is ready to be started or resumed and the Contractor is not on the project, working days will not be charged during the inclement weather period provided the Contractor starts work as soon as weather and ground conditions permit work to be started or resumed.
 4. Working days will not be charged for Saturdays, Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Saturdays, Sundays, and recognized legal holidays the Contractor does work. Work not requiring inspection may be performed on Saturdays with no time charged.
 5. Working days will be charged for cure time of pavement and structural concrete when it is the controlling item of work.

F. Winter Work.

1. Winter work is work done at the project site between November 15 and April 1. The proposal form may require winter work on all or portions of the project. If winter work is required on a project, the proposal form will indicate how the working days will be counted. When winter work is not required in the contract documents, the following shall apply:
 - a. The Contractor may start or resume work before April 1. Working days will not be charged if the proposal form does not indicate that working days will be charged during winter work. Working days will be charged if the proposal form indicates that working days will be charged during winter work.
 - b. For projects started prior to November 15, the Contractor may work between November 15 and April 1 with no working days charged if working days remain on November 15.
2. If the number of working days specified on the contract has been exceeded, the Engineer may require the Contractor to continue work after November 15 if it is in the best interest of the Contracting Authority. These working days will be charged.

G. Notice to Proceed.

1. A notice to proceed will be issued when, in the opinion of the Engineer, considering the approximate starting date, site availability, and working days allowed, failure of the Contractor to commence work places the timely completion of the project in jeopardy. The starting date in the notice to proceed will not be less than 15 calendar days after the date of the issuance of the notice.
2. Working days will be charged beginning with the starting date established by the notice or when the Contractor starts work if prior to that date.

H. Weekly Report of Working Days.

Whenever the Contractor is subject to being charged with working days, the Engineer will furnish the Contractor a weekly statement indicating the working days to be charged to the Contractor for that period. Should the Contractor believe the statement to be inaccurate, the Contractor shall submit to the Engineer, in writing, an objection and reasons within 10 calendar days after receipt of the statement.

I. Work Progress.

1. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within 14 calendar days after receipt of the order, the Contractor may be disqualified from receiving any additional bidding proposals, and the Contracting Authority will have the right to declare the contract in default and to complete the work in accordance with Article 1108.11. Failure of the Contracting Authority to issue such order shall not alter the Contractor's responsibility under the contract.
2. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

J. Schedule of Staging.

On any project, or part of a project, on an existing road where the work may prohibit or restrict public or private access that has been previously available, the Contractor may be required to submit a schedule of staging for the Engineer's approval before

work is started. Preliminary work may be required in stage construction, even though the work involved in these operations is similar, in order to minimize the inconvenience to the public and those to whom access has been previously available. This requirement will apply equally to work that is subcontracted.

K. Accelerated Work Schedule.

1. An accelerated work schedule may be required by a note on the proposal. When required, the Contractor shall marshal the necessary forces, including but not limited to, extra crews, subcontractors, extra work hours, or other acceptable methods to insure completion of the project, or various stages of the project, within the contract period and in compliance with the specifications.
2. A work plan shall be submitted to the Engineer for review prior to commencement of work. Work will be permitted on a 24 hour day basis and on Sundays and holiday, though work may be restricted as identified in the contract documents. Credit will not be allowed for delayed or slow delivery of materials.
3. The proposal form may specify a completion bonus. An accelerated work schedule, as provided in this article, is allowed for work necessary to earn the bonus.

L. Preconstruction Conference.

The Engineer may schedule and conduct a preconstruction conference. The Contractor and the intended subcontractors, if known, shall participate in this conference. The Engineer will invite representatives of railroads and utilities and others having responsibilities or interest in the work.

M. Notification of Traffic Impacts.

The Contractor shall provide the Engineer with 10 calendar days notice before commencing or resuming work on a Primary or Interstate road or bridge open to traffic. This notification is needed to suspend the issuance of permits for oversized loads when width or vertical clearance restrictions occur during construction.

1108.03 LIMITATIONS OF OPERATIONS.

- A. The Contractor shall conduct the work so as to create a minimum amount of inconvenience to traffic. At any time, when in the judgment of the Engineer, the Contractor has obstructed or closed, or is conducting operations on, a greater portion of the road than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before work is started on any additional sections.
- B. Whenever work which is being done by other contractors or subcontractors is contiguous to, or a part of, the work included in this contract, the Engineer will, in case of dispute, determine and define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results.
- C. Except when an accelerated work schedule is required, no work requiring inspection will be permitted on Sundays or holidays observed by the Department except with permission of the Engineer.
- D. Work on Primary Roads where traffic is maintained through the project and work on all Interstate highways will not be permitted during the times identified below without approval of the Engineer:
 1. **Memorial Day and Labor Day weekends** - No work will be allowed the preceding Friday and all day Saturday.
 2. **Independence Day** – When Independence Day is observed as a State Holiday on Monday, no work will be allowed beginning the preceding Friday through the holiday. When Independence Day is observed as a State Holiday on Friday, no work will be allowed the preceding Thursday through the following Saturday.
 3. **Thanksgiving Day** - No work will be allowed the preceding Wednesday and the Friday, Saturday, and Sunday following Thanksgiving Day.
 4. **Christmas Day and New Year's Day** - When Christmas Day and New Year's Day are observed as a State Holiday on Monday, no work will be allowed beginning the preceding Friday through the holiday. When Christmas Day and New Year's Day are observed as a State Holiday on Friday, no work will be allowed the preceding Thursday through the following Sunday.
- E. If the Contractor requests permission to work for the times identified above and the Engineer approves this request, working days will be charged for the times requested.

2.30 CONSTRUCTION PERIOD

2.31 ADMINISTRATION OF THE CONTRACT PERIOD

Administration of any contract period and determination of the controlling item of work requires a fair and equitable assessment of work performed (either working or calendar days).

- [Specification 1108.02](#) identifies how a contract period is identified in the contract documents and provides guidance for contract administration.
- [Specification 1108.03](#) supplements by outlining working days on non-Incentive/Disincentive (I/D) projects during holidays.
- [Specification 1111](#) provides direction for Incentive/Disincentive projects.
- [Appendix 2-27](#) shows "Charging of Contract Time."

Contract Types

Three types of working day contracts are:

- Approximate Start Date
- Late Start Date
- Specified Start Date

In addition, a contract may include an intermediate contract period (completion date) for completing certain phases of work. In all cases, the contract documents will identify a maximum project duration, i.e., working days. Project durations, identifying the time allowed to complete work, are used to calculate dollar amounts of liquidated damages and incentive/disincentive assessments.

A. Approximate Start Date

It is expected that the site will be available by the approximate start date. If it appears a project site may not be available by the expected start date, the project engineer will notify the contractor of a delay and, if possible, length of the expected delay. Contractors are expected to remain informed about site conditions and be prepared to start work with minimal delay when a site becomes available.

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.

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.

B. 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.

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.

C. Specified Start Date

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 not later than the specified date.

Working Day

A working day assumes that work is able to be performed on the controlling item (or operation) of work and is defined as any calendar day except:

- Saturdays on non-accelerated projects, when inspection is not required
- If not worked, Saturdays, Sundays and days defined in [Specification 1108.03](#) for state observed holidays on non-accelerated projects. (Refer to the note following this section.)
- If not worked, Sundays and state observed holidays when an accelerated work schedule (mandatory 6-day work week) is specified. If weather and specifications allow, a working day will be charged for all:
 - A. Saturdays
 - B. Days preceding and following a state recognized holiday, excluding Sunday (Refer to the note following this section.)
- Days where conditions identified in the contract documents require the contractor to suspend

construction operations.

- Days with inclement weather, site conditions, or other conditions beyond the contractor's control, that prevent prosecution of the controlling item of work at least 25 percent of the daily hours routinely worked.

[Specification 1108.02](#) further refines this by charging 1/2 a working day for construction activities that occur for less than 75 percent, but more than 50 percent of the daily hours routinely worked.

NOTE: With the exception of Sundays, it is not intended to automatically restrict work on highways where traffic volumes are not a concern. In fact, contractors should be allowed to work on activities that can be accomplished with minimal impact on traffic. The specification is intended to allow a project engineer the authority to approve (or deny) a contractor's request to work on normally excluded working days. Permission should be evaluated as to how the proposed work impacts traffic - based on site experience, contractor's operation, and project schedule. Any decision to allow work during normally excluded times, shall be pre-approved by the District Construction Engineer.

Working days (reference [Appendix 2-27](#)) will be charged when work actually begins on the contract, unless:

- A. The contractor does not start work on the Specified Start, or Late Start, date required by the contract documents. In this case, working days will be charged commencing with the date specified.
- B. For Approximate Start date contracts, the contractor does not start work on the date agreed to at the preconstruction conference. In this case, the project engineer shall issue (or has already issued) a "Notice to Proceed." Working days will start on the 15th day following a "Notice to Proceed," or when the contractor starts, whichever is earlier. (Refer to [Specification 1108.02](#).)
- C. The contractor begins to work, or is working, during winter shutdown (November 15 to April 1) and:
 - Working days remain for the contract, or
 - the contract does not require winter work.

Calendar Day

Calendar days are typically used on Incentive/Disincentive projects. As the name implies, calendar days are every day shown on the calendar beginning at 12:01 AM and ending at 12:00 midnight.

There is clarification for charging calendar days noted in [Specification 1111](#). It states in part: Additional closure days for weather delays will not be allowed for the first 5 consecutive closure days by adverse weather (i.e. rain, snow, extreme heat, etc.). The specification identifies non-weather related extraordinary circumstances which will be considered provided they cause a delay.

NOTE: Additional closure days have to be authorized by writing a "Substantial" contract modification to the project.

Controlling Item of Work

The controlling item (or operation) of work is: Work that is (or could be) in progress at any given period of time, and would have the greatest influence on the duration of the contract.

Stated another way: At a given point in time, any task which has the greatest impact on completing the project on time, will be considered the controlling item of work.

There can be only one controlling item (or operation) of work at any given time. Also, by definition: A controlling item (or operation) of work should change as the project progresses from start to finish, and the item (or operation) need not be completed to change. For example:

- Placement of reinforcing steel may be a controlling operation at some point in time. However, placing all reinforcing steel in a bridge need not be completed before another operation such as placing structural concrete would become controlling.
- Fabrication and delivery of tower lighting poles may be a controlling item of work. However, delivery of "all" towers and masts need not occur before construction of tower bases or erection of

some towers would become the controlling operation.

- Placing granular subbase is a task which obviously needs to occur prior to placing pavement. However, once placing the subbase has advanced far enough to stay ahead of placing pavement, the paving operation would become controlling.

For contracts with a critical path method (CPM) schedule, the controlling item (or operation) is identified by its appearance on the critical path. For contracts without a CPM, determining the controlling item (or operation) is not as straightforward and is decided by the project engineer. In these cases, the project engineer should include input from the prime contractor and then decide:

- What task is, or should be, in progress (at that time) to keep the project on schedule?
- What task (at that time) has the greatest influence on completing the project on time?

Construction operations must be able to occur on the controlling item (or operation) before a working day will be assessed. A working day will not be charged unless work can be performed on the controlling item (or operation) of work, even if a contractor is working elsewhere on the project. Factors considered outside the contractor's control are:

- A. Adverse weather which results in site inaccessibility or non-workability of materials. Further, a contractor will not be required to perform any task under unsafe conditions resulting from (or during) adverse weather. Suspension of working days is allowed only if the contractor is working, or ready to work, on the controlling item (or operation). In the event of adverse weather, working days will not be charged during inclement weather, even if the contractor has not mobilized to the project.
- B. Insufficient survey stakes, late acceptance or testing of materials, or lack of inspection support could result in suspension of working days **PROVIDED** the item in question is a controlling item (or operation) of work **AND**:
 - These delays were caused as a result of inaction by the contracting authority. For example: Insufficient survey will not be a reason for suspending working days, unless the contracting authority has not provided adequate preliminary survey staking or there is a plan error.
 - The contractor provided adequate advance notice indicating a specific need. Timely notice and communication between all project team members are of the utmost importance.

Note: There has to be a clear impact to completing the project on time before a suspension, or additional contract days will be considered.

- C. Strikes which are not directed against the contractor. For example: A labor strike against a material fabricator, after the project has started. Or a trucking strike which at a minimum affects all transportation in a particular region where materials or supplies must come from.
- D. Legal stoppages are reason to suspend charging of contract time if they are a result of legal action: (1) against the contracting authority, or (2) against the contractor and are not based on a specification interpretation or violation of the contract documents.
- E. A controlling item (or operation) could be impacted for reasons such as:
 - Delays resulting from redesign or a plan revision
 - Redirecting traffic onto a project by State personnel due to some unforeseen emergency
 - Awaiting contract pile lengths based on test pile results
 - Awaiting a preceding contractor to complete their work
 - Delays associated with environmental problems
- F. Late Delivery of Material. Procurement of material for a project is solely the contractor's responsibility. Contract time credits for late delivery will be considered only when the contractor documents:
 - Orders were placed with a reliable supplier, in sufficient time for materials to be delivered on schedule.
 - The supplier has made a reasonable attempt to secure equal materials elsewhere within the industry.

- A supplier has the capability and ability to provide materials at the rate promised.

Contract time credits (working or calendar days) may be allowed for the difference between promised and actual delivery dates. However, the promised delivery date must have been realistic, acceptable, and fully documented to the satisfaction of the project engineer. Time credits could be allowed for late delivery if the problem developed after a project was let because of:

- An area or nationwide shortage of the material
- A natural disaster
- An industry wide strike
- Transportation strike which delays the delivery of material
- Delays due to a change in material commitments when caused by a federal emergency or order
- Delays due to specially fabricated material which are damaged during shipment to the project

- G. Redoing work that had been completed, but was damaged or destroyed for reasons beyond the contractor's control. For example: A grading contractor is working on a project and rain occurs. The contractor starts back to work and has to disk previously placed material to dry it out. Working days should not be charged until the site is back to "reasonably" the same condition it was prior to the rain. (Note: Drying borrow material, after a rain, would also be included in this scenario.)

RATIONALE: If a contractor is willing to place special "early" effort into a project, or if the contractor has to redo work which was damaged, the intent is not to penalize that effort by charging contract time until the site is back to its "original" condition.

Obviously, an alternate would be for a contractor to wait until site conditions are perfect and then resume work. This is not beneficial to either the contracting authority or the contractor.

- H. Contract modifications and plan revisions could affect the controlling operation. Impacts on time should be considered for extra work and plan revisions and addressed when the impact is known. A contract modification for additional time may be executed when the impacts are quantified. For projects with a CPM schedule, simply providing an updated schedule, without substantiating information detailing changes, will be inadequate for a comprehensive review.

For large overruns, the magnitude and impact may not be readily known until the final quantities have been determined. In such situations, relative information should be included as notes on the Working Day Report.

- I. Natural Disasters are typically a result of storms which produce catastrophic results and supersede "adverse weather" described in "A" above. In Iowa, the Governor's office issues disaster proclamations.

A suspension order may be issued on any project in a declared disaster area. Recommendations for a disaster suspension will be initiated by the project engineer, reviewed by the District Construction Engineer, and forwarded to the Construction and Materials Bureau for final approval. Disaster suspensions will be considered for projects regardless of a contractor's working status, i.e., actively working or not yet mobilized to the site. Time credits could also be considered for damages to plant facilities, equipment, supplies, partially completed work, and completed work which must be redone.

- J. The "Weekly Working Day Report" (Form 830238) becomes a very important document in providing a historic record of events. This form should include notes about delays and other pertinent information that can be used later to assist in resolving disputes that may arise.

Special Considerations

- A. Adjusting Liquidated Damages

[Specification 1108.09](#) states in part that the contracting authority may waive liquidated damages which accrue after the work is in condition for safe and convenient use by the traveling public. This

specification also identifies conditions which must be met before considering any credit.

Further, a contractor would be expected to retain or obtain sufficient equipment and work force necessary to complete the remaining work within a reasonable time. Normally 30 calendar days would be considered adequate time to allow for completing minor work under this provision. One method for administering working days on projects that are substantially completed with only clean-up/punchlist items remaining to be completed (typically in the following spring) is to advise the contractor that charging of working days will resume in 31 days. This allows the contractor to complete the project with no working days for clean-up work if it is completed with the 30-day period.

B. Winter Work

Determination of contract days (working or calendar days) charged during winter shut down (November 15 through April 1) will be according to [Specification 1108.02](#) and [Specification 1111](#), and the contract proposal. Unless otherwise noted, contract proposals allow a contractor to work between November 15 and April 1 with no time charged. Irregardless if working days are charged, Working Day Reports are to be issued whenever the contractor is working on the project. The reports provide documentation of project status and contractor's progress.

However, a contract period ends when the contractor has used all the specified number of working days. Therefore, if a contractor has used all allowed working days and has not completed the project and continues (or is required) to work after November 15, working days will be charged.

This could also apply on intermediate completion dates. If all specified working days for an intermediate completion are used, but contract time remains for completing the project and the contractor continues (or is required) to work after November 15, working days would be charged until the intermediate completion work is completed. But, charging working days would then be suspended until April 1.

The two situations above assume work can be completed sometime after November 15. This is not always the case. Anytime working days are charged during winter free time because of uncompleted work, a contractor will be required to work as long as conditions are favorable for work to occur. At the point where weather and/or site conditions prohibit acceptable constructive work to continue, a suspension will be issued and work will be commenced at the first opportunity in the spring.

The project engineer may require the contractor to place temporary materials prior to a suspension in the following situations:

- A project (or a required intermediate portion) is not completed within the allowed contract time, **and**
 - Work continues (or is required) after November 15, **and**
 - Due to weather conditions, work cannot be completed.
- Typically, temporary materials will be required for safety or soil erosion considerations. All temporary materials shall be furnished, placed, and removed if required prior to start-up at the contractor's expense.

If the contractor wishes to start work prior to April 1 and the contract proposal allows winter free time, the contractor is required to request authorization to commence work prior to April 1. If the project engineer approves the request, a condition shall be imposed that the contractor is not entitled to compensation for delays when not able to work during the winter free period. This condition shall also be used when a contractor submits a CPM schedule indicating work performed prior to the contract period.

C. Project Suspensions

The project engineer may approve a suspension when either of the following two conditions are met:

- when a contractor starts work prior to the late start date
- when a project is substantially completed

However, if it is apparent the intended suspension would make it impossible for a contractor to complete the project within the intended construction season, the contractor will be advised that suspension of work will not be approved and charging of working days will continue.

If it is necessary, or required, that the road be closed to traffic because of the preliminary work, a suspension will not be allowed and working days will be charged unless there are extenuating circumstances or situations.

Charging of working days may be suspended on substantially completed contracts when only clean-up of the project site and/or completion of minor work remains. The specification that provides for this allowance depends on whether liquidated damages have accrued at the time of suspension.

For contracts that have not accrued liquidated damages at the time of suspension, [Article 1108.06](#), "Temporary Suspension of Work" is to be followed and working days will not be charged when the following conditions are met:

- Only minor work or clean-up of the project remains to be completed
- The contractor submits to the project engineer a written request for suspension of work and a schedule for satisfactory completion of the work.

If approved, the project engineer will notify the contractor that working days will be suspended. This may be accomplished by the project engineer noting on the weekly working day report that charging of working days is suspended. If the request is not approved, the project engineer must advise the contractor in writing of the reasons the suspension is denied. The contractor should be provided with a response to their request in a timely manner.

It is important to note that this procedure is not intended to allow a suspension for an indefinite period of time without a planned and approved schedule for completing the work. The project engineer may resume working day charges when the approved suspension expires if the contractor fails to complete the work in accordance with the schedule submitted with the request for suspension.

On contracts that have exceeded the allowable number of working days allowed and are accruing liquidated damages, [Article 1108.09](#), "Failure to Complete Work Within Contract Period" is to be followed. In this case, working days should not be charged when the following conditions are met:

- Traffic must have complete use of the roadway, shoulder to shoulder, with no delays or one way traffic and no obstructions except for signs warning of construction work ahead.
- The remaining work to be completed is confined to the areas outside the shoulder edge
- Only minor work is left for completion such as clean-up or erosion control work if it is a small item, not part of an erosion control contract, and the erosion control work is completed during the first available seeding period.
- The remaining work is completed without excessive delay on the part of the contractor.

D. Projects Behind Schedule

Typically, bar charts and Critical Path Method (CPM) schedules have been used as a means of relating construction progress versus time for various types of construction projects. The project engineer will monitor progress by using these schedules and the "Weekly Report of Working Days."

No mandatory acceleration action is required of the contractor unless a project is 10 percent, or more, behind schedule.

■ 10% Behind Schedule

When the contractor is 10 percent or more behind schedule, the project engineer may issue a notice as provided in [Specification 1108.02, I](#). Further action may be taken if it appears that the rate of progress is such that the contract will not be completed within the allowed time. Ten percent behind schedule may warrant written or verbal assurances from the contractor of what

- they will do to bring the project back on schedule.
- **20% Behind Schedule**
When the contractor is 20 percent (or more) behind schedule, and it appears that completing the project on time is in jeopardy, the project engineer (working with the District Construction Engineer) will recommend actions described in [Specifications 1102.03](#), [1103.01B](#), and may take further action described in [1108.02, I](#).

A letter to the contractor will be required when a project is more than 20% behind schedule. This letter should reiterate the contractor's obligation to expedite the work and remind them of the various provisions of [Specifications 1103.01B](#) and [1108.02, I](#). The letter should also request a reply from the contractor on steps which will be implemented to improve work progress within the next two weeks, and to ultimately have the project completed on time.

The District Construction Engineer and Construction and Materials Bureau should be notified at the end of 14 additional working days if:

- The contractor has failed to respond to the letter, and/or
- The contractor has not taken positive, measurable actions to improve project deficiencies.

2.32 NOTICE TO PROCEED (FORM 830237)

Historically, a "Notice to Proceed" has not been widely used due in part to good coordination efforts and communication skills of project team members. The form was developed for Approximate Start Date contracts (where there is no specified starting date on the contract) to formalize contractor notification relative to a project start date. However, the form may be used for any special situation needing a formal time notice not imposed by the contract documents.

Generally, formal notification is not necessary if:

- A start date has been agreed to at the preconstruction conference and the agreed date is recorded in the minutes. These minutes must then be distributed to all participants including the contractor. A week will be allowed for comments and revisions. After that time, the minutes become documentation of agreements made during the meeting.
- The contractor has started work prior to the critical time for issuing a "Notice to Proceed."
- An early work waiver has been approved.

If a contractor does not appear to be ready to start on the agreed date, or project conditions warrant an earlier start date, the project engineer may issue a "Notice to Proceed." Examples of these cases are:

- The contractor agreed at the preconstruction conference to mobilize and begin work on the second week in July. It is now the first week in July, the project engineer has been unable to reaffirm the start date or the project engineer has reason to believe the contractor has no intention of starting as agreed.
- Assume: There is a contract for an HMA overlay. This contract includes some patching with an approximate start date of June 1. At the preconstruction conference, the contractor noted they would mobilize and begin patching work on July 15. Sometime after the preconstruction conference, but before the contractor starts to work, the project engineer becomes aware that the highway in question is experiencing rapid deterioration and patching must begin earlier, say mid-June. In this case, a "Notice to Proceed" could be used to require the contractor to begin work. NOTE: Cannot "mandate" a contractor to begin work prior to the approximate start date. If the contractor is agreeable and the site is ready, work can begin before that date but forcing a contractor to start early could result in the potential for an acceleration claim.

In either case the contractor should be contacted to discuss relevant issues and attempts made to redefine a new start date. However in the absence of an agreement, or if the contractor is not amenable to starting work as needed, the project engineer should issue a "Notice to Proceed."

NOTE:

1. In the absence of an agreement, a "Notice to Proceed" must be issued before working days can be charged.

2. A starting date in the "Notice to Proceed" must not be less than 15 calendar days after date of issuance.
3. Working days will be charged beginning on the 15th calendar day after the Date Issued on the "Notice to Proceed," or when the contractor begins work, whichever comes first.

2.33 WEEKLY REPORT OF WORKING DAYS (FORM 830238)

"Weekly Report of Working Days" (working day report) is an Iowa DOT form used to document time charged versus actual work completed. Two forms currently used for reporting of time charges are:

- The "Weekly Report of Working Days" (Form 830238) is the standard form used for all construction and/or maintenance contracts.
- Incentive/Disincentive contracts require charging of calendar days during critical closure periods. The "Weekly Report of Working Days for Incentive/Disincentive Clause" (Form 830241) is available on the Forms website.

Except for tracking Critical Closure Days, the forms look about the same and their preparation is similar.

Preparation of Form 830238

The form is divided into two basic sections, one for reporting working days used and the other for reporting work progress. Instructions for preparation are as follows:

1. **Contract Start Date**
If an approximate start date is designated, enter that date in the appropriate blank in the upper left-hand corner of the form. If a specified start or late start date is designated, that date is entered and the word "approximate" is crossed out. (In FieldManager, the date that the contractor starts work should be entered in the "Construction Start Date" field.)
2. **Length of Project**
Enter the length of the project in kilometers (miles), if applicable. Note: Bridge, culvert, and other site specific projects need not be included in this section.
3. **Type of Work**
Enter the type of work such as PCC paving, AC resurfacing, shoulder stabilization, structures, etc. For structures, (bridge or culverts) enter individual design number.
4. **Days of Week**
For reporting contract time, a day starts at 12:01 AM and ends at 12:00 midnight.
5. **Controlling Operation**
During the contract period, list the controlling item (or operation). If work is not progressing on the controlling item (or operation), note controlling item in appropriate column and actual work item in the "Remarks" column.

When work is stopped or suspended and working days are not charged, the reason for not charging time should be noted under "explanation of delays."

When a contractor is not working and working days are being charged, give the reason why there is no work in progress, if known. For example, under "Explanation of Delays" and/or "Remarks" note something like: Waiting for subcontractor to mobilize.
6. **Working Days Charged**
If conditions allow work on the controlling item (or operation) of work, tabulate time charged for that day. (Refer to [Appendix 2-27](#) for charging of contract time.) Listed values will be either 1/2 or 1 for days where conditions allow work on the controlling item and 0 (zero) if days are not charged. The sum of all days charged that week are entered in the appropriate space at the bottom.

Refer to [Construction Manual 2.34](#) for adjustment of time charged in FieldBook/Field Manager

contracts.

7. Work Progress

Three blanks are provided for major items or phases of construction. Items entered in this section are intended to provide a "quick reference" of progress for various major items. Since working day reports are continuous, it is easy to look back in a file to glean relevant data. Thus, it is preferable to allow a project inspector the flexibility to include various major phases rather than rigidly adhering to 3 items for an entire project. In so doing, anyone looking retrospectively can obtain a quick mental reference as to major work in progress at any given time. For example:

- On report #6 an inspector included Pier 2, North Abutment, and South Slope Protection.
- On report #7 the list changed to Piling, Pier 3 Footing, and Reinforcing Steel.
- On report #8 list reverted back to report #6's items.

Report Number	Type of Work	% Complete
6	Pier 2	40
	North Abutment	60
	S. Slope Protection	20
7	Piling (Furnish & Drive)	90
	Pier 3 Footing	10
	Reinforcing Steel	30
8	Pier 2	70
	North Abutment	95
	S. Slope Protection	100

Such reporting may seem nonsensical; however, individuals using this report often need "quick" historical data that is unavailable elsewhere.

8. Percent Complete

Blanks are on the form for entering percent of the total contract completed, and percent of time used. All the percentages need only be approximate calculations, rounded to the nearest 1 percent. When the rate of progress on a project is behind schedule to the extent that there is danger work will not be completed on time, note such situations on the "Weekly Report of Working Days."

Preparation of Incentive/Disincentive Form

Preparation of Form 830241 for incentive/disincentive is generally the same as for Form 830238 except:

1. Under "Controlling Operation" there are two columns, one for CPM and the other for ACTUAL. When charging contract time (working or calendar days), complete the CPM controlling column. An entry in both columns would be appropriate to document when a contractor is working, but not working on the CPM controlling item (or operation) identified by a CPM.
NOTE: CPM schedules show a critical path. Any item (or operation) on this path is, by definition, a controlling item (or operation).
2. Columns headed "Working" or "Critical Closure" days are self explanatory. (Refer to [Appendix 2-28](#).) NOTE: Working days are assessed when site conditions permit work on the controlling item (or operation) during noncritical closure time(s), and calendar days are charged every day during critical closure time(s).

Multiple Sites on a Contract

A contract may consist of multiple "sites" in addition to the overall contract, which is known as Site 00. Multiple sites are used when smaller specific portions of the contract are required to be completed in a time frame that is different than the overall contract. The site numbers, site description, start date, and time allowed are described in the "Proposal Details."

Multiple site contracts include:

- Contracts with intermediate completion periods
Example: a grading contract with intermediate completion periods for completion of bridge berms.
- Multi-project contracts
Example: a contract consisting of more than one project

For multiple site contracts, working days for each site, including the overall contract (Site 00), will be administered independently based on the controlling operation for the site. A work day will be charged to a site when work is done on the controlling item of that site.

An example of a proposal that includes multiple sites:

- The overall grading contract (Site 00 with 120 working days allowed)
- A hot mix asphalt paving project (Site 01 with 90 working days allowed)
- An intermediate completion period for constructing a bridge berm (Site 02 with 50 working days allowed)
- A RCB culvert project (Site 03 with 30 working days allowed)

A typical scenario may be that, due to wet weather, conditions allow work on controlling operations of Sites 01 and 03, but not on Site 00 nor 02. In this example, time would be charged to sites 01 and 03, but not to the overall contract (Site 00) or Site 02.

Occasionally a proposal will include an intermediate construction period, have a liquidated damage clause, and a statement which paraphrasing states: *Liquidated damages will not be charged for work prior to (XXX date) regardless of working days used.* In this case, the "XXX date" will be the date (typically approximate start date) for a following contract. Use of this clause is intended to allow a contractor flexibility and latitude in their schedule, while fixing a point in time that a future contractor can reasonably assume a site will be available. If the first contractor does not meet that date, liquidated damages will be assessed because a future contractor/contract is impacted.

When intermediate construction period requirements have been met, the "Remarks" section on Form 830238 should be noted with "final" and:

- Date intermediate work was complete or when contract requirements were met.
- Total contract time charged to an intermediate construction phase of the work.
- Total contract time charged in excess of the number of days specified, if an intermediate construction date is not completed on time.

2.34 LIQUIDATED DAMAGES & EXTENSION OF CONTRACT TIME

If the number of allowable working days is exceeded and it is later determined that previously charged days should not have been charged, the length of the contract period is to be extended. The number of allowable days is increased by processing a time extension modification to the contract.

Retained funds held by the Contracting Authority are not intended to offset credit payments for deficient work and/or liquidated damages.

When liquidated damages are anticipated, item progress of Prime Contractor items shall be withheld to cover liquidated damages. These items will be increased to the final quantities after a contract modification for liquidated damages is processed.

If project level good faith efforts fail to resolve differences, the project engineer shall request negotiation assistance from the District Construction Engineer, and if needed, the District Engineer.

Should combined efforts described above fail to resolve dispute(s), the issue will be considered to have reached an impasse. At this point, a meeting with all affected parties shall be scheduled with representatives from the Construction and Materials Bureau.

If liquidated damages remain after considering possible working day credits or time extensions, a

contract modification is to be written. The amount of liquidated damages shall be written as a non-substantial credit contract modification using the item 6200-1108010. The Construction and Materials Bureau will not process a Final Voucher until all liquidated damage claims are settled.

CONTRACT MODIFICATIONS

Contract Modifications

1

Contract Modification

- Standard Specification 1109.03 B. and CM 2.36
- Written order to a contractor to change the contract
- Used to
 - Change a quantity
 - Add a new item
 - Adjust payment
 - Document a change
- Results from changes in the plan, specification, scope, or site
- Prepared by the project engineer with assistance from the inspector
- When signed by all parties is legally binding change to the contract
- Source document used by Finance Bureau to enter changes into the contractor pay system

2

Situations Requiring a Contract Modification

- Change in the original scope (project limits) of the project resulting in overruns/underruns, or new contract items amounting to \$10,000 or more
- Overrun/underrun of an existing contract item amounting to \$50,000 or more based on category amount
- Overrun/underrun of plan quantity items will require field measurements of deviations
- Deletion of an existing contract item with an amount of \$50,000 or more
- Adding a new item to the contract
- Price adjustments for material or work that does not meet the specification but lacks a level of severity that warrants removal and replacement

3

Situations Requiring a Contract Modification

- Incentive/disincentive when an existing contract item is not provided for the incentive/disincentive
- Mutual benefit agreements
- Liquidated damages
- Authorization for an external voucher
 - Haul road costs
 - Detour costs
- Value engineering proposals
- Change in specification
- Plan revision
- Adjustment to contract time

4

Situations Not Requiring a Contract Modification

- Deletion of an existing contract item with an amount of less than \$50,000
- Overruns/underruns less than \$50,000 based on category amount
- Deletion of a lump sum item is not possible

5

Markup

- Rate
 - 10% for the first \$50,000, \$100 minimum
 - 5% on the portion over \$50,000
- Applicable to
 - Agreed unit price of each item that is added to a contract and performed by subcontractor
 - Lump sum work performed by subcontractor
- Not applicable to
 - Agreed unit price of each item that is added to a contract and performed by contractor
 - Lump sum work performed by contractor
 - Overrun/underrun of an existing item at unit price regardless who performs work

6

Contract Modification Classifications

- Substantial or nonsubstantial
- Federal participating or nonparticipating
- Specific rules for classification and authorization exist for each combination of classifications
- Engineer will determine the classification and follow the appropriate authorization process
- Classification and authorization rules are found in
 - CM 2.36 Contract Modification Classification and Authorization
 - CM Appendix 2-31

7

Contract Modification Authorizations CM Appendix 2-31

Contract Modification Authorizations:

Contract Modification Type	District Constr.	Constr. & Matls. Office	District Engr.	FHWA	Staff Action
Overruns/Underruns of a single item or group of items part of an extra work effort less than \$150,000	X				
Extra work effort with total costs less than \$150,000	X				
Overruns/Underruns of a single item or group of items part of an extra work effort equal or greater than \$150,000 (2)	X	X		(1)	
Extra work effort with total costs equal or greater than \$150,000 (2)	X	X		(1)	
Extension of Contract Limits	X	X		(1)	
Extension of Contract Limits with costs greater than \$50,000 (3)	X		X	(1)	X
Plan revisions	X	X		(1)	
Value Engineering	X	X		(1)	
Materials and/or Equipment that cost less than \$50,000 that is charged to a project (4)	X				
Materials and/or Equipment that cost more than \$50,000 that is charged to a project	X	X			X

- (1) For projects with FHWA oversight
- (2) Construction and Materials approval not required for payments per specifications or agreements with local agencies (i.e. incentives, haul roads, detours)
- (3) The District Engineer to submit Staff Action for approval by Division Director. A Contract Modification is required contractually to extend project limits also. The approved Staff Action number should be included on the Contract Modification for documenting management approval.
- (4) This may also be authorized by Central Construction and Materials.

8

Contract Modification Checklist

- Agreed to by the contractor and have all necessary approvals before beginning work
- Engineers conduct an independent cost analysis for items added or changed using
 - Original copies of material quotes
 - Comparable prices to the "Summary of Awarded Prices"
 - Independent cost check of area suppliers
 - Previous contract modification costs for like items
 - Rental Rate Blue Book (for equipment)
 - Davis-Bacon wage determinations (for labor)
 - Contractor's certified payroll (for labor)
 - Similar contracted items on previous projects

9

Contract Modification Checklist

- Impacts on time should be addressed on the contract modification in one of the following ways
 - No change in contract time
 - Contract period increased by "X" working days
 - Impact on time will be reviewed later
- Work is added to the appropriate category

10

Inspector Responsibilities

- Identify situations requiring a contract modification
- Notify engineer about situations requiring a contract modification
- Provide engineer with information or measurements needed to write contract modification
- Be aware of when authorization has occurred
- Inspect and pay for work covered by contract modification

11

Contract Modification

- Created in FieldManager
- Uploaded to contract modifications drawer in DocExpress
- Reviewed and signed by engineer
- Review and signed by contractor
- Approved in FieldManager

Contract Modification		6/26/2018 9:18 AM FieldManager 5.3a	
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER			
Cont. Mod. Number 1	Revision Number	Cont. Mod. Date 6/26/2018	Net Change \$945.23
Route IOWA 32 (C34755)			Awarded Contract Amount \$1,388,040.68
Contract Location NHXS-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG			Entered By Charles Seeland
Short Description Increase/Decrease Items Description of Changes Increase Item 0050, Structural Concrete (Bridge) Decrease Item 0060, High Performance Structural Concrete Increase Item 0080, Reinforcing Steel, Epoxy Coated Contract Modification shall have no impact on working days floor this project.			
Increases / Decreases Project: 31-0321-041, 171219 031 TMC Category: 0001, P-DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER B, DGE WAIT			
Item Description	Item Code	Prop.Ln. Item Type Unit	Quantity Chg. Unit Price Dollar Value
STRUCT CONC (BRIDGE)	2403-0100010	0050 ORIGINAL CY	48.700 472.50000 \$23,010.75
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards is the plan quantity for the west abutment footing. 2.6 cubic yards is the quantity that was changed due to having to bump the face of the abutment out to maintain the clearance for the reinforcing steel. Justification of costs: Contract Unit Price.			
HIGH PERFORMANCE STRUC CONC	2403-7000210	0060 ORIGINAL CY	-43.600 520.00000 \$-22,672.00
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards will be decreased. Item will be increased by 2.5 cubic yards for the face being bumped out to accommodate the reinforcing steel clearance. Justification of costs: Contract Unit Price.			
REINFORC STEEL, EPOXY COATED	2404-7775005	0080 ORIGINAL LB	722.000 0.84000 \$606.48
Reason: When forming the abutment backwall, it was determined that the 5g1 rebar on each abutment was only long enough for half of the roadway and that the 5g2 bars included quantity for only one wing on each abutment. The contractor was given a revised bar listing and the quantity adjustment for each item is provided as shown above. Justification of costs: Contract Unit Price.			
Subtotal for Category 0001:			\$945.23
Subtotal for Project 31-0321-041:			\$945.23
Contract: 31-0321-041		Cont. Mod.: 1	Page 1 of 2

12

Contract Modification

- Parts
 - Title
 - Provides basic contract information, contract modification number, date, and net change
 - Description
 - Provides short and item description as well as time impacts
 - Detailed Information
 - Provides changes grouped by type for each category showing item information, quantity change, unit price, value, reason, and justification
 - Subtotal
 - Provides value subtotals for category and project

Contract Modification
Iowa Department of Transportation
6/26/2018 9:18 AM
FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
1		6/26/2018	\$945.23	\$1,388,040.68

Route: IOWA 32 (C34755)
Entered By: Charles Seeland

Contract Location
NHXS-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG

Short Description
Increase/Decrease Items

Description of Changes
Increase Item 0050, Structural Concrete (Bridge)
Decrease Item 0060, High Performance Structural Concrete
Increase Item 0080, Reinforcing Steel, Epoxy Coated

Contract Modification shall have no impact on working days for this project.

Increases / Decreases
Project: 31-0321-041, 171219 031 TMC
Category: 0001, P-DESIGN NO. 1917: 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER B, DGE

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
STRUCT CONC (BRIDGE)	2403-0100010	0050	ORIGINAL	CY	48.700	472.50000	\$23,010.75
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards is the plan quantity for the west abutment footing. 2.6 cubic yards is the quantity that was changed due to having to bump the face of the abutment out to maintain the clearance for the reinforcing steel.							
Justification of costs: Contract Unit Price.							
HIGH PERFORMANCE STRUC CONC	2403-7000210	0060	ORIGINAL	CY	-43.600	520.00000	\$-22,672.00
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards will be decreased. Item will be increased by 2.5 cubic yards for the face being bumped out to accommodate the reinforcing steel clearance.							
Justification of costs: Contract Unit Price.							
REINFORC STEEL, EPOXY COATED	2404-7775005	0080	ORIGINAL	LB	722.000	0.84000	\$606.48
Reason: When forming the abutment backwall, it was determined that the 5g1 rebar on each abutment was only long enough for half of the roadway and that the 5g2 bars included quantity for only one wing on each abutment. The contractor was given a revised bar listing and the quantity adjustment for each item is provided as shown above.							
Justification of costs: Contract Unit Price.							

Subtotal for Category 0001: \$945.23
Subtotal for Project 31-0321-041: \$945.23

Contract: 31-0321-041 Cont. Mod.: 1 Page 1 of 2

13

CM #1

Contract Modification
Iowa Department of Transportation
6/26/2018 9:18 AM
FieldManager 5.3a

Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
1		6/26/2018	\$945.23	\$1,388,040.68

Route: IOWA 32 (C34755)
Entered By: Charles Seeland

Contract Location
NHXS-032-1(41)-3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG

Short Description
Increase/Decrease Items

Description of Changes
Increase Item 0050, Structural Concrete (Bridge)
Decrease Item 0060, High Performance Structural Concrete
Increase Item 0080, Reinforcing Steel, Epoxy Coated

Contract Modification shall have no impact on working days for this project.

Increases / Decreases
Project: 31-0321-041, 171219 031 TMC
Category: 0001, P-DESIGN NO. 1917: 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER B, DGE

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
STRUCT CONC (BRIDGE)	2403-0100010	0050	ORIGINAL	CY	48.700	472.50000	\$23,010.75
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards is the plan quantity for the west abutment footing. 2.6 cubic yards is the quantity that was changed due to having to bump the face of the abutment out to maintain the clearance for the reinforcing steel.							
Justification of costs: Contract Unit Price.							
HIGH PERFORMANCE STRUC CONC	2403-7000210	0060	ORIGINAL	CY	-43.600	520.00000	\$-22,672.00
Reason: Contractor used the wrong mix for the West abutment footing. Used C-4 mix instead of HPC. It will be paid accordingly. 46.1 cubic yards will be decreased. Item will be increased by 2.5 cubic yards for the face being bumped out to accommodate the reinforcing steel clearance.							
Justification of costs: Contract Unit Price.							
REINFORC STEEL, EPOXY COATED	2404-7775005	0080	ORIGINAL	LB	722.000	0.84000	\$606.48
Reason: When forming the abutment backwall, it was determined that the 5g1 rebar on each abutment was only long enough for half of the roadway and that the 5g2 bars included quantity for only one wing on each abutment. The contractor was given a revised bar listing and the quantity adjustment for each item is provided as shown above.							
Justification of costs: Contract Unit Price.							


Subtotal for Category 0001: \$945.23
Subtotal for Project 31-0321-041: \$945.23

Contract: 31-0321-041 Cont. Mod.: 1 Page 1 of 2

$$\$23,010.75 - \$22,672.00 + \$606.48 = \$945.23$$


CM #2

Page 1

Contract Modification		8/23/2018 11:01 AM FieldManager 5.3a	
 Iowa Department of Transportation			
Contract: 31-0321-041, BRIDGE NEW - STEEL GIRDER			
Cont. Mod. Number 2	Revision Number	Cont. Mod. Date 8/23/2018	Net Change \$37,980.01
Route IOWA 32 (C34755)			Awarded Contract Amount \$1,388,040.68
Contract Location NHSX-032-1(41)--3H-31 ** U.S. 61 CONNECTOR ROAD B OVER GRANG			
Short Description Add Items/Increase Items for reinforcing steel			
Description of Changes Add Item 0425, Extra Transverse Steel, Invoice # 10217 Add Item 0430, Extra Longitudinal Steel, Invoice # 10206 Add Item 0435, Extra Stainless Reinforcing Steel, Invoice # 10242 Increase Item 0080, Reinforcing Steel, Epoxy Coated Increase Item 0090, Reinforcing Steel, Stainless Steel Contract Modification will have no impact on working days for this contract.			
Increases / Decreases			
Project: 31-0321-041, 171219 031 TMC			WAIT
Category: 0001, P-DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER B, DGE			
Item Description	Item Code	Prop.Ln.	Item Type Unit Quantity Chg. Unit Price Dollar Value
REINFORC STEEL, EPOXY COATED	2404-7775005	0080	ORIGINAL LB 35,489.000 0.84000 \$29,810.76
Reason: There were 552 pieces of # 6 epoxy coated rebar, 40' 7" in length, totaling 33468 lbs., left out of the bar list in the project plans. This is shown on invoice #10206, dated 7-12-2018. There was 2021 lbs. of transverse steel on the skewed bridge ends that were left out of the bar list also. These are shown on Invoice # 10217, dated 7-18-2018. These were both Design errors.			
Justification of costs: Contract Unit Price.			
REINFORC STEEL, STAINLESS STEEL	2404-7775009	0090	ORIGINAL LB 743.000 3.15000 \$2,340.45
Reason: Plans called for epoxy coated reinforcing in the top of the wings for the Barrier Rail. This was a design error. Stainless bars are to be used in the rail.			
Justification of costs: Contract Unit Price.			
Subtotal for Category 0001:			\$32,151.21
Subtotal for Project 31-0321-041:			\$37,980.01

CM #2

Page 2

Contract Modification		8/23/2018 11:01 AM FieldManager 5.3a	
 Iowa Department of Transportation			
New Items			
Project: 31-0321-041, 171219 031 TMC			
Category: 0001, P-DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER B, DGE			
Item Description	Item Code	Prop.Ln.	Item Type Unit Proposed Qty. Unit Price Dollar Value
('LUMP SUM' ITEM) Extra Transverse Steel, Invoice # 10217	2599-9999010	0425	SUPPLEMENT LS 1,000 1,133.58000 \$1,133.58
Reason: There was an error in the plan that omitted 2021 lbs. of epoxy reinforcing steel. The cost of the reinforcing steel increased by \$0.3135 and there was a \$500.00 freight cost.			
Justification of costs: 2021 lbs. X \$0.3135 = \$633.58. Plus freight cost of \$500.00 equals \$1133.58.			
('LUMP SUM' ITEM) Extra Longitudinal Steel, Invoice #10206	2599-9999010	0430	SUPPLEMENT LS 1,000 3,662.92000 \$3,662.92
Reason: There was an error in the plan that omitted 33,468 lbs. of epoxy reinforcing steel for the deck. The cost of the steel increased by \$0.094 and there was a \$500.00 freight charge.			
Justification of costs: 33468 lbs. X \$0.094 = \$3162.92. Plus \$500.00 freight charge equals \$3662.92			
('LUMP SUM' ITEM) Extra Stainless rebar, Invoice #10242	2599-9999010	0435	SUPPLEMENT LS 1,000 1,032.30000 \$1,032.30
Reason: There was an error in the plan that omitted 743 lbs. of Stainless Reinforcing Steel. The cost of the Reinforcing steel increased by \$1.10 plus a freight charge of \$215.00.			
Justification of costs: 743 lbs. X \$1.10 = \$817.30. Plus \$215.00 freight equals \$1032.30.			
Subtotal for Category 0001:			\$5,828.80
Subtotal for Project 31-0321-041:			\$37,980.01
When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.			
$\$32,151.21 + \$5,828.80 = \$37,980.01$			

Signatures

Doc Express Document Signing History

Contract: 31-0321-041 Document: CM 02

Date	Signed By
08/24/2018	Dan Schroeder Jim Schroeder Construction Electronic Signature (Reviewed by Contractor)
08/24/2018	Hugh Holak Iowa DOT Electronic Signature (Reviewed by Resident Engineer)
08/24/2018	Doug McDonald Iowa DOT Electronic Signature (Reviewed by District Construction Engineer)

17

Contract Modifications

1. True or false, a contract modification is a legally binding change to the contract.
2. What are some other names for a contract modification?
3. A plan quantity item overruns due to a plan error. Is a contract modification required?
4. An existing measured quantity item overruns by \$25,000. Is a contract modification required?
5. A \$35,000 item is deleted. Does a contract modification need to be written?
6. The inspector identifies an issue on the project that will require a new item and additional work not accounted for on the contract. What should they do?
7. Should a contractor be allowed to proceed with additional work prior to approval of the contract modification?

8. Extra work is added to the contract that will be performed by the subcontractor. The cost of the work is agreed to be \$70,000. Is the contractor entitled to markup and if so, how much?
9. Who typically writes contract modifications?
10. Describe different ways that contract time can be accounted for on a contract modification?

1109.03 PAYMENT FOR WORK PERFORMED.

The Contractor shall receive and accept payment for work performed under the contract as follows:

A. Items of Work Performed Which Are Covered by Definite Prices Stipulated in the Contract.

1. For all items of acceptable work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract, except for items identified as that of significant change as provided in [Article 1109.14](#).
2. In making contract adjustments, consideration will be given to the portion of the cost of the work that can be classified as fixed costs, independent of the exact quantity of work performed, such as transportation and installation costs on equipment, overhead cost, etc. Any price adjustment will be arrived at from the standpoint that neither party to the contract shall be penalized by the increase or decrease in quantities which occasioned the price adjustment.

B. Extra Work.

Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for either at an agreed price or on a force account basis.

1. Agreed Price Basis.

For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement before the work is undertaken. This written agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

2. Force Account Basis.

- a. For extra work performed on a force account basis, the Contractor shall receive the rate of wage (or scale) agreed to in writing with the Engineer before beginning work for each and every hour that laborers, timekeepers, supervisors, and superintendents are actually engaged in work.
- b. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when the amounts are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.
- c. An amount equal to 35% of the sum of the above items will also be paid to the Contractor. The 35% shall cover compensation for furnishing the necessary small tools for work, together with all other overhead items of expense.
- d. For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work, the Contractor shall receive the actual cost, to which 10% will be added. The Contractor shall furnish evidence of the rate or rates paid for such bond, insurance, and tax.
- e. The wage of the superintendent, timekeeper, or supervisor who is employed partly on force account work and partly on other work shall be prorated between two classes of work according to the number of persons shown by the payrolls as employed on each class of work.
- f. For materials used on force account work, the Contractor shall receive the actual cost of materials delivered on the work, including the freight and handling charges as shown by original receipted bills, to which cost will be added a sum equal to 15% thereof.
- g. Rental rate for machinery, tools, or equipment (except small hand tools which may be used) and fuel and lubricants shall be based on the average monthly rental rate published in the Equipment Watch Cost Recovery. The Engineer and the Contractor shall agree on a rental rate in writing before extra work on force account basis is performed. Profit percentage shall not be added to the rental rate.
- h. Compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done on a force account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overhead, and profit.
- i. At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force account basis, using the Contracting Authority's standard force account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Engineer and one to the Contractor. Claims for extra work performed on a force account basis shall be submitted to the Engineer in triplicate. To the claims shall be attached such receipts or statements as the Engineer may require in support of such claims. Such claims shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges on machinery, tools, and equipment, and all material charges insofar as they are available.

3. Extra Work Performed by the Subcontractor.

The percentage markup to be allowed to the Contractor for extra work, including force account work, performed by a Subcontractor shall be in accordance with the following:

- 10% on the first \$50,000 with a \$100 minimum.
- 5% on the portion over \$50,000.

2.36 CONTRACT MODIFICATIONS (FORM 830240)

A contract modification is a written order to a contractor for extra work, increase or decrease in contract quantities, or changes to the plans or specifications.

Contract modifications are used to:

- Change the authorized quantity of a contract item. This includes increases or decreases to contract quantities.
- Add a new item or material to an existing contract. Often this is a result of plan revisions or a change in scope from what was originally envisioned at time of letting.
- Serve as a source document for the Finance Bureau to enter changes and additions into the Contractor Pay System. Ultimate results of this endeavor are changes to items, or additional items, appearing on a Progress Voucher.
- Officially document changes to the contract documents. Contract modifications are written orders to a prime contractor (or consultant) which are initiated and prepared by the project engineer. Once signed by all parties, these orders become legally binding contract documents ordering a specific change to the original contract.

Policy for Contract Modifications

A. Contractor Markup

Subcontracted Items. Items added to a contract, and performed by a subcontractor, entitles a prime contractor an allowance to cover administration expenses. This markup is not to apply to incentive payments or other specified items covered by specifications. The percentage allowed per [Specification 1109.03B](#) is to be applied to each individual item of extra work which is performed by a subcontractor. The amount of mark-up shall be included in the unit price and not as a separate item such as "Contractor's Mark-up".

Contract Unit Price. Contract modifications covering overrun/underrun of items at contract unit price are NOT eligible for any additive. This includes work which was done by a subcontractor. The contract unit price should have already considered any necessary additives for administrative expenses.

A contractor may request a price adjustment to recover lost administration expense for underruns amounting to more than 25% of the bid amount for a major item of work. A contractor is allowed to recover that portion of lost administration expense represented by the difference between the actual quantity and 75% of the original contract quantity.

Price adjustment may be made to reduce the cost of major items of work which overrun by more than 25%, since the contractor should have already included overhead expenses in their bid. Overrun price adjustments apply to only that portion/quantity which is more than 125%.

Agreed Unit Price. Contract modifications, based on an agreed unit price, or lump sum, shall have overhead considered as a part of the negotiation. The agreed unit price may include the cost of overhead for handling subcontracted items. It may be included in lump sum items if justified. However, if negotiations specifically excluded markup, the item may be shown as a separate entry on a cost workup sheet.

Force Account. Specified force account percentages for labor, material and equipment are intended to cover all costs that a contractor may incur due to the work, regardless of who does that work (prime or subcontractor). Force account work to a subcontractor will be authorized for additional administration percentage to a prime. Contract Modifications written for extra work paid on a force account basis should use Item Code 6100-1109050 (EWO\FORCE ACCOUNT).

B. Situations that require processing a contract modification:

- Any change in the original scope or intent of the project, i.e. changing the project limits which results in overruns, underruns, or new contract items amounting to \$10,000 or more. (Contact the Construction and Materials Bureau because processing a Staff Action may be required prior

- to writing the contract modification.)
 - Overrun/underrun amounting to \$50,000 or more on any contract item
 - All price adjustments
 - Haul road costs
 - Liquidated damages
 - Authorization for an external voucher
 - Value engineering proposals
 - Incentive/Disincentive payments
 - Added items
 - Change in specification
 - Plan revision
 - Extension of contract time
- C. Price adjustments which reduce payment for an item are occasionally charged because material or quality of work is below minimum specified standard. These adjustments are applied when the project engineer has determined a problem that lacks a level of severity warranting removal and replacement. However, the problem does affect life cycle costs or could cause premature maintenance costs. For example: Rain damage, out of tolerance slump and/or air content, deficient smoothness, and insufficient pavement thickness.
On the other hand, price adjustments could provide an "incentive or reward" for exceptional work. In these cases, a project value is added due to increased diligence on the contractor's part. Examples are exceptional smoothness and extra pavement thickness.
- D. Mutual benefit agreements require a contract modification to document changes.
- E. Reducing the final quantity of an item to zero requires a contract modification if the original contract quantity is \$50,000 or more.
- F. Settlement of liquidated damages (See [Construction Manual 2.34](#)). Contract proposals will list a daily rate (dollar value) for liquidated damages. Contract modifications written for liquidated damage assessments are written as nonsubstantial for Iowa DOT work. Refer to Incentive/Disincentive provisions below.
- G. Incentive/Disincentive (I/D) provisions are included to provide the contractor with an "incentive" to complete a project early or a "disincentive" if the project is completed late. I/D provisions will list daily rates to be applied to "critical closure" times. Contract modifications written for incentive/disincentive payments for early/late completion are considered non-substantial.
- H. Value Engineering proposals are encouraged for all aspects of Iowa DOT work. (Refer to Value Engineering later in this section.) Contract modifications for implementing value engineering proposals are Substantial and shall document the terms and changes being implemented.
- I. External vouchers issued to a vendor, an outside governmental agency, or a third party that are chargeable to a project will require a contract modification. The contract modification must be prepared and forwarded for signature to whomever will generate the invoice. After the contract modification is signed, an external voucher can be processed based on an original invoice. For example: Payments to counties for haul roads will first require a contract modification written to the county, then an external voucher can be processed to pay haul road costs. The contract modification should be attached to the external voucher when it is submitted. In addition, a staff action shall be approved for material and equipment costs charged to a project greater than \$50,000.
- J. Items NOT Requiring a contract modification
1. Deletion of item with original contract amount less than \$50,000.
 2. Overruns and underruns less than \$50,000 based on category amount.

K. Plan Revisions

Often, plan revisions result in contract modifications having to be negotiated due to new and/or changes to contract items. Processing contract modifications resulting from plan revisions is sometimes delayed due to disagreement on prices, lack of success in obtaining qualified subcontractor(s), or various other reasons.

It is imperative that project engineers actively pursue contract modification negotiations to an early conclusion, especially if proposed work involves public safety (guardrail, safety enhancement, etc.) or work related to a prolonged detour. Obviously, agreement on unit prices is desirable, however, there are times that work will have to proceed on a Force Account basis. In all cases, documented agreements on the Method of Measurement and Basis of Payment for items must be obtained before the contract modification is written. NOTE: No work can begin until the contractor has either agreed to a contract modification Order or agreed to a basis of computing force account costs.

Contract Modification Classification and Authorization

Contract modifications are divided into two classifications, substantial and nonsubstantial. These classifications are further divided into Federal participating and Federal nonparticipating. Project engineers are to identify each contract modification as either substantial/nonsubstantial and determine appropriate funding category before contract modifications are written. Once a contract modification has been classified there are specific approvals, based on a classification, which must be obtained.

The FHWA will have project oversight (including approval of all Substantial contract modifications, regardless of funding source) on federal-aid projects that are deemed "Projects of Division Interest (PODI)". PODI's are typically those projects that require a FHWA review of the Plans, Specifications and Estimate (PS&E) prior to authorizing contract for letting.

(Refer to *PPM 130.01* for additional information about federal funding on specific types of projects.)

The following guidelines shall be used to determine classification and approvals needed prior to processing a contract modification.

A. Substantial

1. Determination

The Construction and Materials Bureau shall be consulted if there is a question about individual contracts; however, the following general rules apply:

- a. An extra work effort at contract unit prices, agreed unit prices, or force account methods that equals or exceeds a total cost of \$150,000. An extra work effort may include a single item or multiple items.
- b. Contract modifications that include an overrun/underrun of an original contract item amounting to \$150,000 or more.
- c. Contract modifications that include an overrun/underrun of a group of items that are part of an extra work effort amounting to \$150,000 or more.
- d. Changes to the Method of Measurement or Basis of Payment of a contract item or changes to price adjustment schedules for defective work detailed in the Construction Manual.
- e. Re-negotiation of a contract item's unit price.
- f. Haul road costs amounting to \$150,000 or more (Haul road costs are nonparticipating.).
- g. Value Engineering proposals in accordance with [Specification 1105.15](#).
- h. Modifications to the terms of a contract, such as changes in contract periods (includes completion date changes).
- i. Adjustment in time of critical closure periods, including lane rental periods.
- j. Installation of locked gate in interstate right-of-way fence (includes federal-aid and non federal-aid projects. Refer to [C.M. 3.71](#))
- k. Changes in limits of contract or scope of work.

Prior to the work in the extended area, for federal-aid projects, the following items must be accomplished, regardless of the funding source for the extra work:

- NEPA – Location and Environment staff have reviewed environmental documents and documented the extended area is clear
- Document the work to be performed is either cost effective or in response to an emergency.
- FMIS – Request Finance Bureau staff to request a change in scope of work and project limits in FMIS (Fiscal Management Information System). Also, included are the dates for “revised NEPA clearance” and “cost effectiveness determination”.

I. Extra work effort associated with plan revisions

2. Authorization and Approval

When a contract modification is classified as substantial, the project engineer must obtain pre-approval from the District Construction Engineer who in turn must notify the Construction and Materials Bureau.

With the exception of contract modifications that exceed \$50,000 involving extension of project limits, all substantial contract modifications require the approval of the Construction and Materials Bureau. The District Engineer will provide final approval authority for substantial contract modifications on projects where the project limits are extended with extra costs greater than \$50,000. In addition, FHWA concurrence is required for substantial contract modifications on contracts that have FHWA oversight. Refer to [Appendix 2-31](#) for Contract Modification Authorization Matrix.

District staff shall initiate a Staff Action for approval by the Division Director for contract modifications involving a net increase of \$50,000 which meets one of the following conditions:

- The work involves changes to the approved project concept
- The work constitutes an extension of project limits.

Interstate reconstruction contracts and other contracts with FHWA oversight must also be approved by the FHWA Transportation Engineer before any substantial extra work can be started, including all non-participating, substantial contract modifications. Concurrence may be obtained by the:

- a. Project engineer during a visit to the project by the FHWA Transportation Engineer. (This method may not be applicable if time is an issue.)
- b. District Construction Engineer contacting the Construction and Materials Bureau for assistance in obtaining FHWA concurrence.
- c. District Construction Engineer contacting the FHWA Transportation Engineer directly.

When a single item overrun or a series of overruns as part of an extra work effort are approaching \$150,000, the Construction and Materials Bureau shall be advised so FHWA concurrence can be obtained, if required, before the \$150,000 cost is exceeded.

Refer to "Preparation of Contract Modification" that follows. The original contract modification is sent to the District Construction Engineer for signature. After signing, the District Construction Engineer will forward the original contract modification and 2 copies to the Construction and Materials Bureau for further processing. Once all signatures have been obtained, the Construction and Materials Bureau will return three completed copies to the District Office. The District Office will retain one and forward two copies to the project engineer, one for filing and one for distribution to the contractor.

B. Nonsubstantial

1. Determination

Nonsubstantial contract modifications will not be submitted to FHWA, but will be reviewed for approval at the time of FHWA final project inspection.

Examples of nonsubstantial contract modifications are:

- a. Price adjustments made to the contractor in accordance with prescribed guidelines in the

Construction Manual and/or contract documents, such as (not all inclusive):

- Changes in piling length
- Jetting pile
- Heating and protection of concrete
- Price adjustments (plus or minus) for smoothness and pavement thickness, fuel adjustment
- Price adjustments for liquidated damages
- Price adjustments for rain damaged pavement
- b. Lump sum agreements, force account, and agreed price settlements less than \$150,000.
- c. Change in contract quantity at contract unit price when variations from the estimated plan quantities are not due to a plan or design change and do not equal or exceed \$150,000.
- d. Haul road costs less than \$150,000 (Haul road costs are nonparticipating.).
- e. Contract modifications written to a Maintenance Bureau for project related expenditures. All such costs are also nonparticipating.
- f. Total deletion of a contract item that has a bid amount greater than \$50,000.
- g. Extensions of contract time. Refer to [CM 2.34](#).
- h. Other items for which the rate of pay is pre-established in the contract documents such as water for dust control or removal of anchor lugs

2. Authorization and Approval

Contract modifications classified as nonsubstantial will be prepared by the project engineer and approved by the District Construction Engineer. These can be participating or nonparticipating.

After approval, the District Construction Engineer will return two copies to the project engineer, retain one copy, and forward the original and 1 copy to the Construction and Materials Bureau.

C. Participating/Nonparticipating

Participating or nonparticipating are applicable to both substantial and nonsubstantial contract modifications and indicate FHWA's approval to participate (or not participate) in any particular cost item. On federal-aid projects, the designation is accomplished by adding the contract modifications to the appropriate funding category.

Most items, on federally funded projects, are eligible for federal participation. REMEMBER: Always ask and obtain approval before proceeding. Examples of items which may not be participating are:

- Costs relating to field mistakes. These could be errors by the contractor or Iowa DOT inspection forces.
- Costs between other Iowa DOT offices or other governmental agencies. For example: Payments to local Maintenance staff for HMA tapers or shoulder aggregate placed in an emergency, or payments to counties for haul road costs.
- Unincorporated material
- Added work that is considered "maintenance" in nature
- Costs associated with accelerating work

D. Administration Details

- The District Construction Engineer may authorize a project engineer to approve nonsubstantial contract modifications. Iowa DOT project engineers may subdelegate the approval for contract modifications and intermediate progress vouchers to the Construction Technician Supervisor or Engineering Technician Senior.
- The District Construction Engineer may authorize a senior engineering technician to approve nonsubstantial contract modifications and intermediate pay vouchers at the District Office level.
- The project engineer must perform an analysis of proposed contract modification prices to ensure that costs are reasonable. This justification is to be documented in the project file and summarized on the contract modification. (Refer to "Checklist for contract modifications" for additional information.)

Checklist for Contract Modifications

- All contract modifications shall be agreed to by the contractor, and have all necessary approvals prior to commencing additional work. The only exception to this rule is Force Account Work, where a formal pre-agreement shall be in place identifying: (a) hourly costs for labor and equipment, (b) how to charge materials, i.e. invoice costs.
- Substantial contract modifications for interstate reconstruction contracts and other selected contracts with FHWA oversight shall have FHWA's concurrence prior to starting any extra work.
- Substantial contract modifications for other federal aid contracts without FHWA oversight shall have Construction and Materials Bureau concurrence prior to starting any extra work
- Project engineers shall conduct an independent cost analysis for items added or changed by a contract modification, prior to agreeing to those costs. NOTE: Extensions of, or modifications to, existing contract quantities do not require a cost analysis.

Some acceptable methods to justify contract modifications are:

- a. Original copies of material quotes
 - b. Comparable prices to the "Summary of Awarded Prices"
 - c. Independent cost check of area suppliers
 - d. Previous contract modification costs for like items
 - e. Rental Rate Blue Book (for equipment)
 - f. Davis-Bacon wage determinations (for labor)
 - g. Contractor's certified payroll (for labor)
 - h. Similar contracted items on previous projects
- Impacts on time should be considered when the contract modification for extra work is written. If the impacts can be quantified, the number of days may be addressed in the contract modification. But, in many situations, the impact on contract time may not be known until the work is performed.

Impact on time to perform extra work should be addressed in the contract modification in one of three ways:

- a. No change in contract time
- b. Contract period will be increased by "X" working days for this extra work
- c. Impact on time for this extra work will be reviewed at a later date

Note: This option should only be used in cases where impacts to time are unknown until after the work is completed.

- Work added by contract modification must be added to the appropriate category in the contract.

Preparation of Contract Modifications (Form 830240)

Project engineers are responsible to prepare one original "Contract Modification" form, obtain the contractor's signature, sign themselves, and forward that original to the District Construction Engineer (DCE) for signature. The DCE forwards the signed original contract modification to the Construction and Materials Bureau. The DCE shall include two copies of substantial contract modifications for FHWA oversight projects and one copy of contract modifications for all other projects. Ultimately the original contract modification is filed in the Finance Bureau.

Currently, there are two systems for processing contract modifications and contractor payment:

- The Contract Construction Progress Voucher system utilizes paper vouchers (Form 181013, sometimes referred to as 309's) for processing progress payments through the Contractor Pay System (CPS).
- The FieldBook2/FieldManager programs initiate contractor payment and contract modifications in the field and export the data to CPS for processing of the payment.

Refer to the FieldBook and FieldManager User Guides for instructions for generating contract modifications. The reason for proposed changes shall be included for existing and new items. The justification for costs shall be included for new items (Refer to the following instructions in Section C for Form 830240).

The procedure for completing contract modifications in the Contract Construction Progress Voucher system follows:

The front side of the form may be completed using the PDF version form 830240 (dated 7-00) or the Word version 830240wd (dated 7-00). All information must be furnished (i.e. substantial/non-substantial and participating/non-participating designations). For substantial contract modifications, the concurrence dates from the Construction and Materials Bureau and FHWA, when applicable, are to be included.

It is important that the information is in the standard format because the data is manually entered into the Contractor Pay System.

Section A

Section A is used to provide a description of the work to be completed or the change to be made. All descriptions should be brief and to the point. Typically, new items (8XXX) added to a contract will need to identify new specifications, special design details or standards which are implemented as a result of the change. Section A should include that information. For example:

- | | |
|-------------|---|
| 7XXX Change | Increase item for "Class 10 Excavation, Roadway & Borrow". |
| 8XXX Change | Add an item for "Silt Basins". Work shall be in accordance with the Pollution Prevention Plan provided for in the contract documents. |
| 8XXX Change | Add an item for "Sealing Wells". Work shall be in accordance with Specification 2538.03.D.8 . |

Section B

"Section B" provides space for a brief narrative of reasons (or background) for ordering the extra work, adjustment, or changes outlined in Section A.

The explanation should be in sufficient detail and clarity to provide understandable reasons why the work or change is necessary. A statement such as "Extra Work ordered by the Engineer" or "As per plan revision" is not a sufficient explanation.

Back Side of Form

The Accounting I.D. must be included in the 5 spaces in the upper right hand corner. For bridge and culvert projects, a "1" must be entered in the "Group" box.

Section C

The basis and justification for the cost of the extra work is to be explained in Section C. An extension of contract unit price(s), and prices established in the contract documents do not need further justification. However, agreed unit price(s), agreed total price, lump sum, and force account basis do require justification.

Examples of justification could be:

- Agreed price is comparable to item xxxx (a similar item).
- Cost is justifiable based on Rental Rate Blue Book values and analysis is included in the project file.
- Agreed price is based on invoiced prices and estimated labor cost is comparable to item xxxx (a similar item).
- Individual costs have been agreed to be based on certified payroll expenses, invoiced rental rate charges, and actual material invoiced.
- Summary of analysis is attached. (Use for very brief analysis.)
- Summary of costs and analysis is included in the project file.

If all or part of the cost is based on an actual invoice from the contractor, do **NOT** attach a copy of the invoice to the work order. Show the invoice cost on the work order and state: A copy of the invoice is filed with the project.

If costs for work cannot be agreed upon, the extra work must be performed on a force account basis.

In such case, the Statement of Force Account (Form 181213) is used. [Specification 1109.03B2](#) provides guidance and responsibilities for preparation of Force Account forms.

Section D

Changes to "original contract items" are entered in this section. Department policy requires increases, decreases, or deletions to be sequentially numbered beginning with 7001. NOTE: Contract modifications written as "Mutual Benefit" do not have entries in this section.

Section "D" is completed as follows:

- The first column "Change Number" is used to list each change to contract items. As noted above, the first entry will be change number 7001. NOTE: Sequential Item numbering continues from one contract modification to the next. For example: contract modification #3 ended with change no. 7006. The next contract modification with changes to contract items will begin with change no. 7007 and continue.
- The second column "Line Number" identifies the specific contract item affected by a particular change. The line number is the four-digit number identifying the specific contract item and can be found in the contract.
- Third column "Unit Price" is completed by placing the contract unit price of the affected item. All unit prices are entered to 3 decimal places. For example: If Structural Concrete had a contract unit price of \$250.00 per yd³, it would be entered in column 3 as 250.000.
NOTE: Lump Sum items are entered with a unit price of 1.000.
- Fourth column "Quantity" is used to enter the adjustment's quantity. (How much quantity is being changed?) Again, quantities are entered to 3 decimal places. For example: Structural Concrete is being increased 53 yd³. The "Quantity" would be entered as 53.000.
NOTE: Lump Sum items have the agreed cost (in dollars) entered in the quantity column. For example: Assume some item of work will be deleted. That item was bid as lump sum with a unit price of \$500. Then 500.000 would be entered for the "Quantity." (Do not forget to include "CR" when entering this item's "Amount.")
- Fifth column "Amount" is typically a calculated amount (total dollars) represented by a single entry. For example: Structural Concrete is being increased by 53 yd³ at a unit price of \$250 per yd³. The dollar amount of this change would be $53 \times 250 = \$13,250.00$. "Amounts" are entered to 2 decimal places.

NOTE: Care must be exercised to identify decreased and deleted contract items. Obviously, the amount is negative for these types of adjustments. To indicate "negative" values, the letters CR (for credit) must follow the numbers in both the "Quantity" and "Amount" column. Failure to correctly enter negative values could result in increased payments to the contractor, when in reality reduced payments were required.

Section E

Changes to the project which involve *items NOT originally included in the contract* are entered in this section. Department policy requires additional, or new, items to be sequentially numbered commencing with 8001. Items added by 8xxx will appear on the pay voucher as an 8xxx item after the contract modification has been processed. Once an 8xxx item has been added, changes to that item shall be considered as original contract items and processed as 7xxx items.

Currently there are two 8xxx items which have special significance. 8998 is used solely for indicating liquidated damages and 8999 is used for stockpile of materials.

NOTE: Contract modifications written as "Mutual Benefit" do not have entries in this section.

Section E is completed as follows:

- The first column "Change Number" lists each additional, or new, item being added to the contract. Change numbers begin with 8001 and continue sequentially throughout a project.

- The second column "Item Description" identifies an addition by properly describing the bid item according to the items "Method of Measurement" and "Basis of Payment." Since descriptions are now referenced to specification sections, it is mandatory to check and use pre-existing bid item descriptions. For items which have no description, i.e. those which are typically incidental to a bid item, enter a short descriptive phrase. Pre-existing bid item descriptions are provided in the "Bid Item Description" book or listed in the "Summary of Awarded Contract Prices" book. Both books are published annually by the Contracts and Specifications Bureau.
- Third column "Item Number" is a 12-character code (11 digits and a dash) assigned to each pre-existing bid item description. The first 4 numeric digits of an item code correspond to the section of the Standard Specifications where the item can be found. The last 7 numeric digits are unique coding to a particular bid item. Refer to "Summary of Awarded Contract Prices" or "Bid Item Description" books for these numbers. If not able to determine the item number, enter "None".
- Fourth column "Function Code" represents a type of work. These codes are 3-digit numbers listed by work type in *PPM 110.03*. Use a code which best describes the type of contract work. For example: Function code 410 would be used for earthwork and grading, while function code 430 would be used for major structures.
- The last 3 columns (Unit Price, Quantity, and Amount) are used in the same manner as explained for 7xxx items in Section "D" above.

NONCOMPLYING WORK

Noncomplying Work

1

Conformity With Contract Documents

- Standard Specification 1105.04 and CM 2.53
- Work shall be within reasonably close conformity of contract documents
- Work not within reasonably close conformity may be accepted by engineer provided it is reasonably acceptable and documented
- Work not within reasonably close conformity that is deficient shall be corrected at the expense of contractor

2

Inspectors Role

- Clearly and immediately communicate noncomplying test results and work to contractor
- Continue to test and inspect until issues are resolved
- Document areas, quantities, timing
- Consult and discuss situation with engineer
 - Specific circumstances
 - Past precedence
 - Working relationship
 - Actions taken
 - Impact to project safety, traffic, staging, and duration
- Engineer decision heavily influenced by inspector input
- Be fair and reasonable

3

Engineers Role

- Evaluate situation
 - How far out is the test from being acceptable?
 - How frequently has this occurred?
 - Has the contractor been responsive to fixing the issue?
 - Have tests overall been at the limits of acceptability or well within specification limits?
 - Were test results communicated to the contractor clearly and in a timely fashion?
 - Has the contractor been conscientious about quality?
 - What are the long-term performance impacts?
 - What is future maintenance and life cycle costs?
 - What are perceptions and impacts to users?
- Decide whether deficient work is to be removed and replaced or left in place with a price adjustment

4

Price Adjustments

- Not a regular or immediate substitute for complying work
- Schedules for common items provided in CM 2.53 and Appendix 2-34
- Non-common items may still be price adjusted by analyzing the situation and assessing costs
- Formalized in a contract modification when over \$100
- Not applied to non-complying materials or work not incorporated

5

CM 2.53 Common Items

- PCC aggregate gradations
- PCC slump, air content, rain damage, edge damage
- PCC tie steel deficiencies
- Bridge floor overlays
- PCC macro texture
- Traffic control
- Asphalt
- Contract administration Issues
- Steel H-pile weight deficiency
- Erosion control and environmental issues
- Railroad safety violations
- Use of non-domestic steel products

6

Remove and Replace

- In almost all cases, contractors should be given this option
- Only time not an acceptable option would be if impacts to owner and public are excessive and objectionable
- Contested more rigorously due to additional costs and time with removal and replacement operations
- Timeliness of evaluation and decision are critical to ensure contractor and equipment are still on-site
- Communicate immediately to contractor when possibility exists

7

Noncomplying PCC Air Content Example

- Concrete air content for paving is 6.0 to 10.0 percent in front of paver per 2301.02 B 4
 - Test result is 7.7%
 - Considered complying
 - Single test result is 10.3%
 - Not within reasonably close conformity
 - Engineer decides not significant risk
 - Write noncompliance for impacted quantity
 - 98% pay according to schedule....or just document
 - Multiple test results at or below 4.0%
 - Not within reasonably close conformity
 - Engineer decides significant risk
 - Write noncompliance for impacted quantity
 - 0 % pay or remove and replace according to schedule

8

Noncomplying PCC Air Content Example

TABLE C1
CONCRETE AIR CONTENT PRICE ADJUSTMENTS

<u>Air Content Range</u>			<u>% Payment of Unit Price</u>
<u>Minimum</u>		<u>Maximum</u>	
1.1*	and	below	0%
0.6	to	1.0	50%
0.1	to	0.5	75%
Low air tolerance limit			100%
Target			100%
High air tolerance limit			100%
0.1	to	0.5	98%
0.6	to	1.0	90%
1.1	to	1.5	80%
1.6	to	2.0	65%
2.1	to	3.0	50%
3.1	and	above	0%

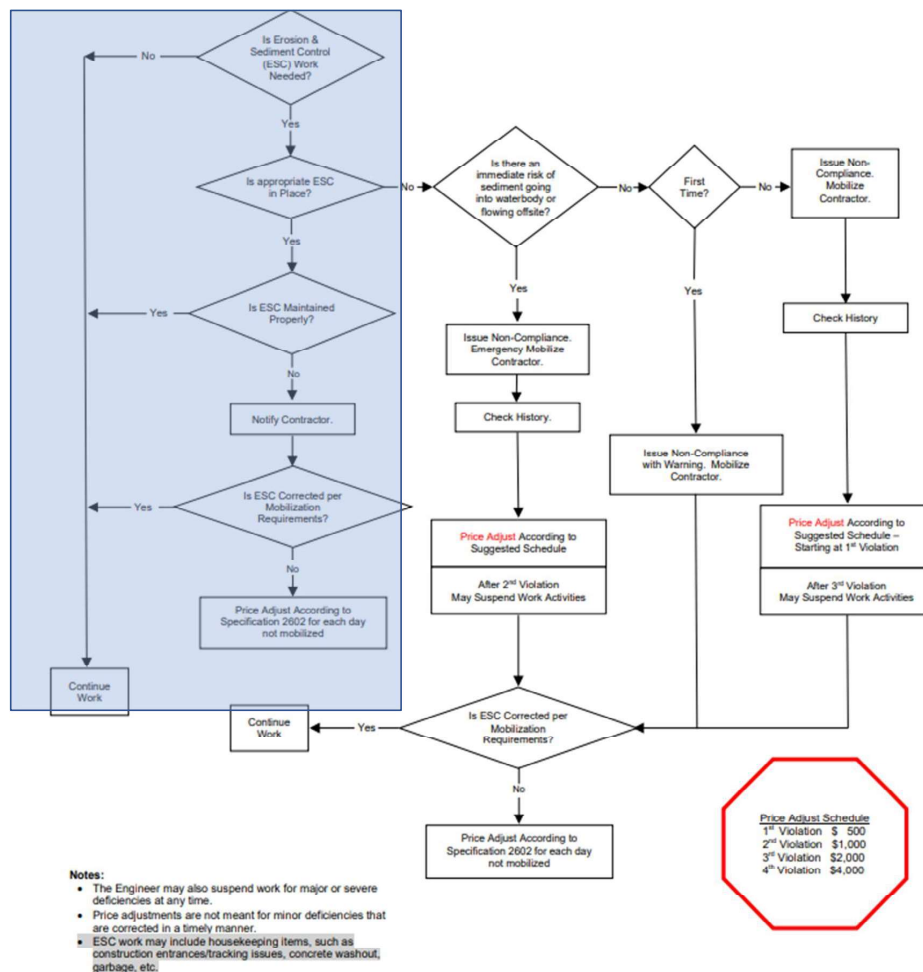
*The Engineer may require concrete represented by air content more than 1.1% below the low air tolerance limit to be removed and replaced.

9

Noncomplying Traffic Control Example

- Contractor is responsible for placing and maintaining barricades, warning signs, and other traffic control devices on the project per 1107.09 A. 2. a. 1)
 - Project traffic control is needed and is found to be correct
 - Continue working
 - Project traffic control is needed and is found to be incorrect but corrected immediately after notification
 - Continue working
 - Project traffic control is needed and is found to be incorrect and is not corrected (1st time)
 - Issue noncompliance with warning and no price adjust
 - Continue working if corrected
 - Issue noncompliance and \$500 price adjust if not corrected
 - Project traffic control is needed and is found to be incorrect (2nd time)
 - Issue noncompliance and price adjust \$1,000
 - After 3rd violation may suspend work
 - On interstate delay costs may also be assessed

10

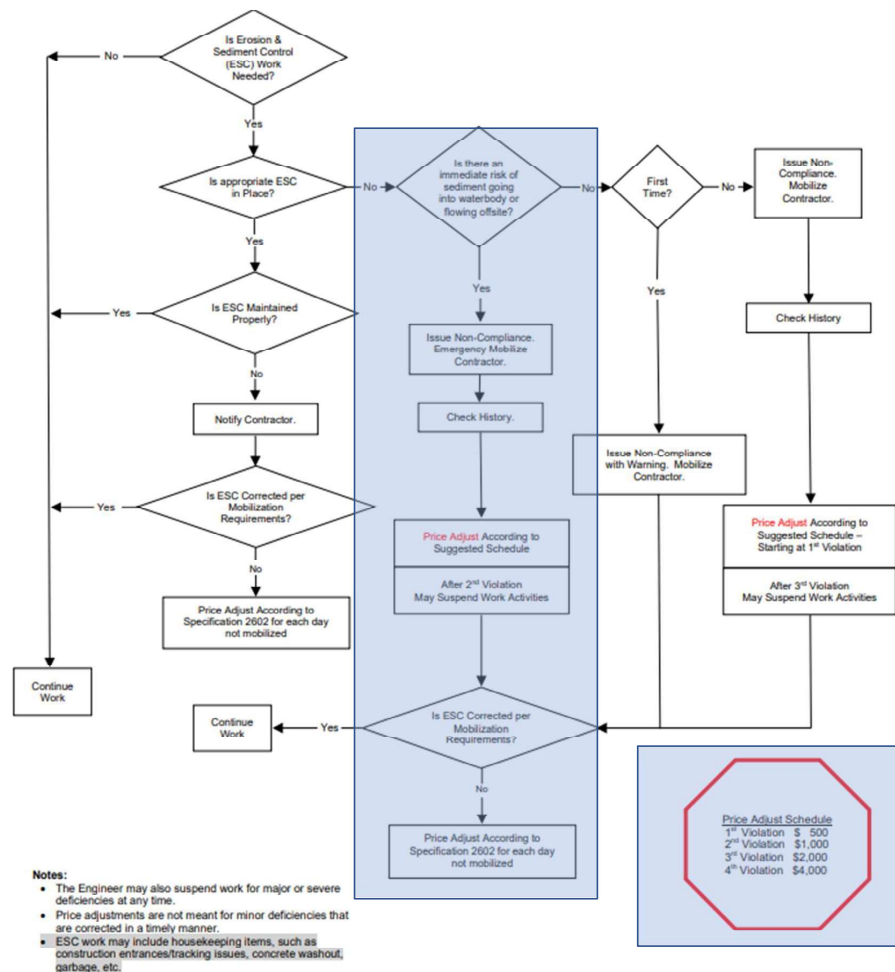


13

Noncomplying Erosion Control Example 2

- Contractor and subcontractors are co-permittees and are regulated by the requirements of NPDES General Permit No. 2 per 2602.01 B.
 - Erosion and sediment control (ESC) is needed and is found to be incorrect with immediate risk of sediment leaving project (1st time)
 - Issue noncompliance and \$500 price adjust
 - Issue emergency mobilization order
 - Price adjust for each day not mobilized per specification 2602
 - Erosion and sediment control (ESC) is needed and is found to be incorrect with immediate risk of sediment leaving project (2nd time)
 - Issue noncompliance and \$1,000 price adjust
 - After 2nd violation may suspend work
 - Issue emergency mobilization order
 - Price adjust for each day not mobilized per specification 2602

14



15

NONCOMPLIANCE NOTICE

- CM 3.21
- Formal written documentation provided from contracting authority to the contractor for noncomplying work or test results
- Indicates violation specifics and contracting authorities proposed resolution
- Should be proceeded with verbal communication
- Material or work rejected that is not incorporated does not require a noncompliance notice
- May or may not include price adjustment
- Typically written by inspector

16

Noncompliance Notice

- Form 830245
- Uploaded to the signature drawer in DocExpress
- Reviewed and signed by engineer
- Review and signed by contractor

Form 830245
09-20

IOWADOT
NONCOMPLIANCE NOTICE

Contractor _____ Project No. _____

County _____ Contract ID _____ Date _____ Time _____

To: _____ (Name) _____ (Title) _____ (Signature)

You are hereby notified that the following observation and/or test noted _____

_____ and is a violation of Article _____

The test data value is _____

_____ and the specification limits are _____

- Additional tests may be performed.
- The violation identified in this notice shall be ceased and/or corrected. This may require a modification of current practices or removal and replacement of materials, including labor, at no cost to the Contracting Authority.
- You are to determine corrective action necessary.
- You are to determine if you wish to discontinue operations until the violation is corrected or additional tests confirm or refute this failing test.

Remarks: _____

Correction: _____

Inspector's Signature _____

Noncompliance Notice

- Title
 - Provides project information, date and time, and delivered to information
- Observations
 - Description of situation including date, location, item, and quantity
- Specification
 - Identifies the specification violated
- Test data
 - Provides noncomplying test result values
- Specification limits
 - Identifies limits in the specification for noncomplying tests
- Remarks
 - Allows for additional comments of circumstances to be described
- Correction
 - Identifies the desired/proposed resolution including removal details and/or price adjustments

Form 830245
08-14

IOWADOT
NONCOMPLIANCE NOTICE

Contractor _____ Project No. _____

County _____ Accounting ID No. _____ Date 11-29-17 Time 10:00

To: _____ (Name) _____ Superintendent (Title) _____ (Signature)

You are hereby notified that the following observation and/or test on 11-3-17 there were several items of Erosion Control that were not current with the grading activities. i.e. Silt fence, ditch checks and stabilizing crop were lacking.

And is a violation of Article 2601 & 2602

The test data value is _____

And the specification limits are Erosion control items shall be current with grading activities, including Temp. Seeding, Mulch, Silt Fences and Ditch Checks

Additional tests may be performed.

The violation identified in this notice shall be ceased and/or corrected. This may require a modification of current practices or removal and replacement of materials, including labor, at no cost to the Contracting Authority.

You are to determine corrective action necessary.

You are to determine if you wish to discontinue operations until the violation is corrected or additional tests confirm or refute this failing test.

Remarks: Notified on 11-3-17 via Storm Water Inspection Report for a Emergency mobilization. Erosion Control Contractor was already on-site and the notice was given to inform them of the lack of progress.

Correction: Install Erosion control items until current with the grading. \$1500 penalty.

Signed: _____ RCF Signed: _____ 01, 10, 14/18 07

Distribution: White Copy - Contractor, Canary Copy - Project Engineer, Pink Copy - Inspector

Signatures

- Provided electronically on DocExpress
- If contractor refuses to sign, then document date of refusal

Doc Express Document Signing History	
Contract: 44-C044-077 Document: Noncomplying Material	
This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.	
Date	Signed By
12/05/2016	<div></div> Electronic Signature (Approved by Contractor)
12/06/2016	Jake Hotchkiss Iowa Local Systems Electronic Signature (Recommended by Engineer)
12/12/2016	Dale Harmon Iowa DOT Electronic Signature (Approved by Administering Office or designee)
	(Approved by FHWA (When applicable))

Noncomplying Work

1. If there is a noncomplying test and the contractor elects to reject the material and not incorporate it, does a noncompliance and price adjustment or remove and replace need to be issued?
2. True or false, all noncompliance notices must be accompanied by a price adjustment or remove and replace.
3. Why is it important for an inspector to immediately and clearly verbally notify a contractor of noncomplying test results or work?
4. What is the purpose of a noncompliance notice?
5. What is the role of the engineer relative to noncomplying work?
6. What is the role of the inspector relative to noncomplying work?
7. True or false, all noncompliance issues are clearly defined in the specification and construction manual and require no evaluation of the conditions or situation.

8. What is price adjustment schedule for the 3rd violation of maintaining traffic control?

1105.04 CONFORMITY WITH AND COORDINATION OF THE CONTRACT DOCUMENTS.

- 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.

TABLE C1
CONCRETE AIR CONTENT PRICE ADJUSTMENTS

<u>Air Content Range</u>			<u>% Payment of Unit Price</u>
<u>Minimum</u>		<u>Maximum</u>	
1.1*	and	below	0%
0.6	to	1.0	50%
0.1	to	0.5	75%
Low air tolerance limit			100%
Target			100%
High air tolerance limit			100%
0.1	to	0.5	98%
0.6	to	1.0	90%
1.1	to	1.5	80%
1.6	to	2.0	65%
2.1	to	3.0	50%
3.1	and	above	0%

*The Engineer may require concrete represented by air content more than 1.1% below the low air tolerance limit to be removed and replaced.

TABLE C2
WATER CEMENT RATIO PRICE ADJUSTMENTS

<u>Water Cement Ratio Range*</u>			<u>% Payment of Unit Price</u>
<u>Minimum</u>		<u>Maximum</u>	
0.051	and	above	0%
0.031	to	0.050	50%
0.021	to	0.030	70%
0.011	to	0.020	80%
0.001	to	0.010	90%
-----	Limit	-----	

* W/C deviation above the acceptable limits

TABLE C3
VIBRATOR FREQUENCY PRICE ADJUSTMENTS

<u>Vibrator Frequency</u>		<u>% Payment of Unit Price</u>
<u>Minimum</u>	<u>Maximum</u>	
below 3500	-	90%

3500	to	3999*	95%
4000	to	8000	100%
8001	to	9000	90%
9001	to	10,000	75%
above 10,000			50%

* Engineer may extend the lower specification limit to include this range

Note: Price adjustment shall apply to area half the distance to the adjacent vibrator or edge of slab and the length traveled during the non-compliance

TABLE C4	
CERTIFIED PLANT INSPECTION PRICE ADJUSTMENTS	
<u>Type of Work</u>	<u>Daily Penalty</u>
Structural Concrete & Patching	\$500
Paving	\$1,000

Note: Price adjustment for failure to provide certified plant inspection. Partial days may be assessed

TABLE C5	
LATE CURING APPLICATION PRICE ADJUSTMENTS	
<u>Time After Finishing (hrs)</u>	<u>% Payment of Unit Price</u>
½ to <1	95%
1 to <1½	80%
1½ to <2	65%
2 to <3	50%
More than 3	40%

2.53 PRICE ADJUSTMENT GUIDE FOR REASONABLY CLOSE CONFORMING, REASONABLY ACCEPTABLE, AND DEFICIENT WORK

Every effort should be made to prevent substandard work and/or noncomplying material from being incorporated into the project. However, when work and/or materials are deemed to be noncomplying, [Specifications 1105 and 1101](#) give authority to the project engineer for determining if construction work or materials are acceptable and/or within reasonably close conformity to the plans and specifications. Therefore, the project engineer must decide whether deficient work is to be removed and replaced or left in place with a price adjustment. Unusual situations or circumstances may warrant consultation with the Construction and Materials Bureau.

NOTE: A price adjustment is no substitute for specification compliance and "unacceptable work" shall always be removed and replaced with acceptable work. Further, contractors need to be given an option of removing deficient work and replacing with acceptable work in lieu of a price adjustment.

Price adjustments of \$100 or less need not be formalized in a contract modification.

Guide Schedules for Price Adjustments

A. Gradation

Unless otherwise specified, variations in the gradation of aggregates shall be price adjusted as prescribed by "Price Adjustment for Aggregate Gradation Test Deviation-in [Appendix 2-34\(A\)](#).

These adjustments apply to variations in gradations for:

- Portland Cement Concrete

B. PCC Slump, Air Content, Rain Damage, and Edge Damage

1. Concrete Slump Price Adjustments are prescribed in [Appendix 2-34\(B\)](#). Concrete Air Content, Water Cement Ratio, Vibrator Frequency, Certified Plant Inspection, and Late Curing Application Price Adjustments are prescribed in [Appendix 2-34\(C\)](#).

2. Rain Damaged Portland Cement Concrete

When rain damage occurs, removal and replacement may be required by the project engineer in accordance with [Specification 2301.03, K.4](#). However, damage must be determined to be severe enough to warrant such action. Contact the District Construction Engineer and the Construction and Materials Bureau for assistance, if needed.

If work is allowed to remain, [Specification 1109.03 C](#) requires the project engineer to determine "... a modification of the contract unit price." The following CASES shall be used for determining rain damage price adjustments. NOTE: Price adjustments are applied to an entire area encompassing the damage. (This means full width placed when damage occurred, beginning at the first transverse joint before any damage and ending at the first transverse joint after damage.)

ADJUSTMENT SCHEDULE

CASE I (Payment is 95% of contract unit price.)

Texture is absent from practically all of surface area. Surface appearance may have a "sandy" appearance or may be "pock" marked from the rain droplets. An occasional edge repair may be required due to excess edge slump or from edge rounding. Small areas along edge may have coarser particles of fine aggregate exposed. Surfaces finished in the rain or after a rain are also included in Case I. This includes any manipulation of the pavement surface including mopping of the surface to attempt to remove rainwater or retexturing while rainwater is present.

CASE II (Payment is 90% of contract unit price.)

Texture is totally absent from the surface and cement mortar has been eroded to an extent that coarser particles of the fine aggregate fraction are generally exposed. Some slight troughs or depressions are apparent, exposing coarse aggregate particles, but this damage

is confined to a limited area or randomly spread intermittently throughout damaged area. Some edge repairs may be required to restore eroded edges. Surface mortar that was removed by rain water, but later replaced or supplemented with plastic concrete is included in Case II since a cold joint or sand lens with minimal portland cement paste contact may have been inadvertently incorporated into the slab.

CASE III (Payment is 85% of contract unit price.)

Surface mortar has been practically all removed to an extent that coarse particles of the coarse aggregate fraction are visible. Considerable erosion of edges has occurred, but not to an extent that pavement width is affected. Intermittent edge repair may be required as well as some surface patching of slight troughs or depressions that may have formed in pavement surface due to flowing water.

Severe rain damage may require "localized area" repair by bridge deck overlay procedures. Full depth removal and replacement may be required if edge damage is severe. Severe cases of rain damage should be referred to the Construction and Materials Bureau for review prior to determination of repair or replacement.

In addition to above described price adjustments and repairs, slab surfaces with missing, omitted, or damaged texturing shall have macrotexture re-established by grooving prior to acceptance by project engineer. As an alternative to price adjustment and grooving, for CASE I and CASE II corrections, the contractor may elect to diamond grind the entire affected area to remove questionable surface mortar and re-establish texture. When this option is chosen, payment for CASE I rain damage will be 100% of the contract unit price, and the payment for CASE II rain damage will be 95% of the contract unit price.

3. PCC Pavement Edge Damage

Price adjustments and recommended repairs for PCC pavement edge damage are included in [Appendix 2-34\(N\)](#). Typically PCC pavement edge damage does not affect the structure of the pavement, but it is unsightly and a result of substandard workmanship. Therefore, in moderate cases, a price adjustment is warranted over repair. In severe cases, price adjustment and repair may be appropriate.

C. "L" Joint Tie Steel Deficiencies

Tolerance problems with "L" joint tie steel shall be corrected according to procedures established in [Construction Manual 9.26](#). (Note: "BT" and "KT" deficiencies usually require field correction.)

An adjustment in the contract unit price shall be made for out of tolerance "L" joint tie steel areas. This price adjustment should be a reduction of 5% to the contract unit price per sq. yd. for affected areas. It should be calculated based upon the length of the area with deficient tie steel multiplied by the width of the placement. This price adjustment is not intended to apply to individual out of tolerance tie steel.

D. Bridge Floor Overlay price adjustments are prescribed in [Appendix 2-34\(D\)](#).

F. Macro texture adjustments will be determined by the project engineer on a case-by-case basis depending on severity and amount of surface area involved.

For texture depth measurement criteria, refer to [Construction Manual 9.43](#). Texture depths less than 1/16 inch shall be corrected by sawing in grooving or diamond grinding. Texture depth exceeding 3/16 inch may require price adjustment as directed by the project engineer. Price adjustments for over depth grooving are found in [Appendix 2-34\(E\)](#).

F. Traffic Control

1. Price adjustments may be applied for failure to comply with traffic control requirements in the contract documents. Contract price adjustments will be determined by the project engineer,

based on magnitude and frequency of violations. A suggested sliding scale is \$500 for the first violation, \$1,000 for the second violation, \$2000 for the third and continuing to double for each subsequent violations. See flowchart in [Appendix 2-15](#) for further guidance. After the third violation has occurred, work may be suspended. If the traffic control violation is serious, a higher price adjustment may be used based on the Engineer's discretion.

If the traffic control noncompliance requires the Department to provide other resources, the costs for these other resources can be added to the price adjustment.

For projects on the Interstate system, when the Contractor is not off the road at the time defined in the contract documents, a price adjustment based on user delay costs may be assessed if it results in a higher price adjustment amount, instead of the previously noted sliding scale formula. Contact the Construction and Materials Bureau for help in determining the appropriate user delay cost since this cost is based on the average daily traffic for a specific section of Interstate.

Price adjustment violations will be counted from first violation through last violation for an entire contract. It is a prime contractor's responsibility to ensure a safe work zone for all construction activities regardless of work in progress or who is doing that work. Therefore, violations will accumulate against the "contract" and not be separated or individualized by subcontractor.

Examples of situations where a price adjustment would be appropriate include:

- Failure to maintain traffic control devices (costs incurred by the contracting authority may be recovered against this item)
- Working without proper traffic control setup
- Unauthorized crossing of interstate or other multilane divided highway median
- Use of unauthorized, substandard, or non-standard traffic control items such as incorrect sign sheeting or unapproved floodlights
- Violations of, or failure to comply with, traffic control requirements in the contract documents
- Failure to maintain and keep functional any PDMS unit.

It is not intended that minor deficiencies be price adjusted if corrected in a timely manner.

In addition to price adjustments, project engineers may suspend work for irresponsible and/or repeated failure to conduct construction activities using proper traffic control procedures.

It is acceptable for contractors to work beyond the specified work hours when all of the following conditions are met:

- Contractor is working behind temporary barrier rail
- inspection is not required
- no vehicles are entering the work area
- traffic control is in accordance with the Night Work Lighting requirements ([Section 2550](#))
- the work continues only for a short time frame to complete a specific work task

Copies of traffic control non compliance notices should be provided to both the Prime and Subcontractor if the Subcontractor was issued the non compliance notice.

2. Failure to maintain traffic control devices and signs on a daily basis continues to be a concern of the Department. Price adjustments are appropriate for failure to adequately maintain these devices and signs. To determine an appropriate daily price adjustment for lack of maintenance, the total bid price for the traffic control item should be divided by the number of working days allowed on the contract. This calculated amount should then be divided in two to determine an appropriate daily maintenance value. This daily maintenance value would be the appropriate price adjustment for failure to maintain traffic control devices and signs.

The daily maintenance price adjustment calculated below is in addition to other traffic control price adjustments.

An example calculation to determine this daily maintenance value follows:

Traffic control bid item amount (TC) = \$25,000
Number of contract working days (WD) = 100
Daily maintenance price adjustment (PA)
 $PA = (TC/WD)/2$
 $PA = (\$25,000/100)/2 = (250)/2 = \125
 $PA = \$125$

3. Occasionally contractors fail to provide the required traffic control technician or have the daily traffic control diary completed during the construction of the project
 - An appropriate price adjustment for failure to provide a traffic control technician is 20% of the traffic control bid item price or \$500, whichever is greater.
 - An appropriate price adjustment for failure to provide a traffic control diary that is supervised by a trained traffic control technician for review during construction activities is an additional 10% of the traffic control bid item or \$500, whichever is greater. This price adjustment can be issued multiple times throughout the duration of the project and may even be issued on a daily basis for gross failure to have an up-to-date completed traffic control diary each day.
 - An appropriate price adjustment for failure to submit to the engineer upon project completion a traffic control diary that is supervised by a trained traffic control technician is an additional 20% of the traffic control bid item price or \$500, whichever is greater.
 - These price adjustments are independent of each other and are also in addition to other traffic control price adjustments.
4. When a flagger is incorrectly flagging according to the Flagger's Handbook, as referenced in Standard [Specification 2528.03, K](#), the project should have the Flagger bid item price adjusted. This price adjustment should be one half of the daily unit bid price for the Flagger item.

Examples of situations where a flagger price adjustment would be appropriate include:

- Incorrect flagging procedures
- Nighttime flagging without a correctly lighted flagger station or without appropriate nighttime flagging equipment or apparel
- Incorrect, inappropriate, or incomplete flagger attire
- Use of incorrect STOP/SLOW paddle
- Failure to carry their flagger training card

When an untrained flagger is used in violation of the specifications, the flagger shall not be measured and paid. The flagger shall continue to flag for the remainder of the day and a trained flagger shall be substituted the next day. Unattended flagger stations are not allowed by specifications. Any unattended flagger station is considered a severe violation of the specifications and should be price adjusted per Item 1 price adjustments.

When an untrained flagger is used in violation of the specifications, the flagger shall not be measured and paid. The flagger shall continue to flag for the remainder of the day and a trained flagger shall be substituted the next day. Unattended flagger stations are a severe violation of the specifications and should be price adjusted per Item 1 price adjustments.

These price adjustments are also in addition to other traffic control price adjustments.

- G. Asphalt
 1. Liquid Asphalt

- a. Viscosity or Penetration
When noncomplying tests occur, determine the quantity affected. Average all noncomplying quality control tests and use that average in conjunction with [Appendix 2-34\(F\)](#) to determine if, or how much, price adjustment is warranted.
- b. Residue
The determination of compliance for emulsions used as tack coats shall be based on residue percentage. Undiluted emulsion contains a minimum of 57% asphalt residue. Emulsion diluted with one part emulsion to one part water shall contain a minimum of 28.5% residue.
When noncomplying tests occur, determine the quantity affected. Average all noncomplying quality control tests and use that average in conjunction with [Appendix 2-34\(G\)](#) to determine if, or how much, price adjustment is warranted.

2. Asphalt Binder - Viscosity

When a noncomplying viscosity test occurs, establish the quantity of material affected. This quantity may be the total asphalt binder used that day, unless intermediate quality measurements have been made during the day. The quantity affected shall be in relation to the proportion of noncomplying samples to the total number of asphalt binder samples obtained that day.

Example:

Total samples taken during the day	=	5
Number of failing samples for the day	=	2
Total asphalt binder used that day	=	200 tons
Quantity affected = $(2 \div 5) \times 200$	=	80 tons

Noncomplying test results for the day shall be averaged to determine the amount of deviation from specification requirements. This average will be used to apply the appropriate percent of payment for the quantity affected. Use the Price Adjustment schedule in [Appendix 2-34\(H\)](#) and [Appendix 2-34\(I\)](#) to obtain the applicable payment adjustment.

The materials, both liquid asphalt and asphalt binder, are used on the basis of certification. The follow-up acceptance testing is performed to verify the compliance so work will not be delayed pending the test results. However, if the material has not been incorporated and acceptance tests indicate noncompliance, the material will be rejected.

Unless indicated otherwise in the contract documents, the contractor must use performance graded (PG) asphalt binders. If a PG asphalt binder is used but the properties do not comply with specifications, consult with the Construction and Materials Bureau, and the District Materials Engineer for appropriate resolution. A price adjustment may or may not be appropriate depending upon the circumstances involved in each situation.

3. Asphalt Binder Content

The determination for compliance with the specifications of the asphalt binder content control shall be made for periods not exceeding one day in length. Determinations shall be made for shorter time intervals when noncompliance for the shorter intervals has occurred.

The specifications for asphalt construction require the contractor to maintain the asphalt binder content within plus or minus 0.3 percentage points of the percent intended. The percent intended is given on the job-mix formula sheet. No payment will be made for asphalt binder used in a mixture in excess of tolerance specified. Please note that the *"Price Adjustment for Deviation in Asphalt Binder Content"*, found in [Appendix 2-34 \(Table J\)](#), is only for use in situations when no hot box samples are taken for a given day of asphalt paving.

Excessive asphalt binder content can result in low lab voids which can, in turn, result in a high potential for pavement failure due to flushing and rutting. When the deviation from intended

asphalt binder content is greater than 0.3% and the lab voids for the lot are extremely low, the District Materials Engineer should be consulted regarding the rutting potential of the pavement. In cases where severe rutting or flushing develops or is likely to develop, removal and replacement of the noncomplying asphalt pavement should be considered. See [Materials I.M. 511 Appendix D](#) for troubleshooting asphalt binder content issues.

Measurement of asphalt binder content is made using calibrated in-line flow meter readings, per [Materials I.M. 509](#). Yield checks are made either by using a calibrated tank-stick or by comparing the quantity of material delivered with the quantity used. Perform yield checks a minimum of once per week or as otherwise required by the Engineer. The procedures listed in [Materials I.M. 509 Appendix A](#) should be followed closely in making tank-stick measurement calculations.

The contractors are cautioned to observe the following procedures in order to help insure accuracy of the determinations:

- a. Keep the storage tank level and in good condition
- b. Make sure that the asphalt binder in the surge tank is exactly the same level each time that measurements are made
- c. Try not to drain the asphalt binder level in the tanks into the heater coil area when measurements are made
- d. See that rail cars and transport trucks are completely unloaded or any unused asphalt binder returned is weighed or measured

To eliminate misunderstandings and uncertainties, it is strongly urged that an authorized representative of the contractor observe all asphalt binder sampling and quantity measurements, and check all calculations. A contractor's representative should also be requested to initial or sign the field book or record sheet containing the measurements and results as they are made.

4. Segregation in Asphalt Pavement

When mixture segregation occurs in the pavement such that the composition and quality of the mixture required by specification are not uniformly attained, the sections judged deficient may be required to be removed and replaced as defective work. An adjustment in contract price may be made for deficient work for the cases described in the following schedule.

a. Pavement Surface

The adjustments in contract price are to be applied to the entire paver lane width and lift thickness between extreme areas of segregation. Price adjustment shall apply only to the payment for the asphalt mixture. Price adjustments are defined in [Appendix 2-34\(K\)](#).

ADJUSTMENT SCHEDULE

Case I (Payment is 80% of contract unit price.)

When uniform surface texture and mixture composition is evident (by visual observation) except for occasional and random areas of segregation, the mix shall be subject to price adjustment if the area determined segregated equals or exceeds one square yard per station per paver width (length determined by longitudinal distance both directions from segregated area).

Case II (Payment is 50% of contract unit price.)

When a nonuniform surface texture and mixture composition is evident (by visual observation) and there is a regular interval of numerous areas of segregation connected or nearly connected with longitudinal traces of segregation, the mix shall be subject to price adjustment if the total area segregated equals or exceeds 3 square yards per station per paver lane width (length determined by longitudinal distance both directions from the extreme ends of areas of segregation).

Case III Longitudinal Streaks (Payment is 80% of contract unit price.)

When a nonuniform surface texture and mixture composition is evident (by visual observation) and in the form of longitudinal streaks of 3 inches or more in width, the mix shall be subject to price adjustment if the segregation occurs at a rate that exceeds one square yard per station. The rate is determined by multiplying approximate width by length of the streaks to determine area and dividing by the length of the streaks (in stations). Longitudinal streaks most commonly occur with the windrow-pickup process, particularly when resurfacing superelevated curves. Streaks are typically seen in the wheelpath areas and occasionally in the center of the lane. Streak widths typically vary from 3 to 12 inches and may be continuous or intermittent. This type of segregation results in longitudinal cracking.

More severe surface and mixture segregation may require corrective procedures as:

- full width thin layer one inch thick resurfacing or
- removal of asphalt mixture course with no extra payment and replacement with construction that fully complies

Note: Determination of segregation in asphalt pavement is by visual examination in accordance with current specifications. The engineer may consider further verification through coring and extraction tests. Segregation case examples, with corresponding price adjustment calculations, are illustrated in [Appendix 2-34\(K\)](#).

b. Fillets & Runouts

This price adjustment procedure does not apply to fillets, bridge runouts, or other hand-worked areas outside of the normal paver lane width.

c. Base & Intermediate Courses

The price adjustment percentages shall be reduced as indicated in [Appendix 2-34\(K\)](#) for all base or intermediate courses, except when such mixture is specified and used as the surface course.

d. Procedure for Determination of Price Adjusted Quantities

The segregation case examples shown in [Appendix 2-34\(K\)](#) illustrate a concept that may be used to define the severity of segregation and appropriate price adjustment factor. It is not required, however, to physically measure each area of segregation to determine a quantity of asphalt mixture that is subject to price adjustment. The intent is to define the quantity subject to price adjustment by identifying the number of truckloads in which segregated areas are evident. This obviously takes some judgment to decide how large or severe an area must be before it is price adjusted. The one square yard area shown in examples is a "rule-of-thumb." Most importantly, segregated areas that exhibit an obvious concentration of coarse aggregate resulting in a nonuniform open texture should be price adjusted.

Whenever segregation is observed, the contractor shall be advised immediately and the inspector must document the deficiency with a Noncompliance Notice. The notice should reference the applicable specification and indicate the project engineer will review the work to determine the acceptability of the work. It is recommended that a Noncompliance Notice be issued when segregation is initially observed with final evaluation and price adjustment determined later but prior to project acceptance.

Timeliness is important for two reasons. First, the contractor must take corrective action immediately. Failure to do so should result in suspension of work. Secondly, early identification of unacceptable work allows for resolution of any disputes before there is an "implied" acceptance. [Construction Manual 1.12](#) discusses the enhancement of working relationships by timely notification of unacceptable work.

For streak type segregation, it will be necessary to identify and tabulate the location and length

of the segregated streak areas subject to price adjustment and base the price adjustment on the mix quantity within the beginning and ending station limits of the streaks.

Normally this procedure should be repeated for each day from header to header on the day following placement. Each day's run can be tabulated showing a summary of affected tons of asphalt mixture subject to price adjustment.

5. Asphalt Binder Film Thickness

Film thickness, as calculated in [Materials IM 501](#), provides a general indication of an asphalt pavement's potential long-term durability. When asphalt binder content changes are considered to adjust air voids, caution must be used to assure that adequate film thickness required in [Materials I.M. 510 Appendix A, Table 1](#) is maintained. When the resulting film thickness is outside the specified range, procedures given in [Specification 2303.05, A, 3, c.](#) should be used to determine the appropriate price adjustment or alternate course of action.

6. Laboratory Voids and Field Voids

Production control and compaction requirements are covered in the current specifications for Asphalt Mixtures. Price adjustment is made through use of Pay Factors for laboratory voids and field voids determined for the lot. The Pay Factors are applied to the unit price for asphalt mixture only.

7. Defective Field Voids in Asphalt Pavement

When Percent-Within-Limits (PWL) falls below 50 for field voids, the lot may be declared defective. Use the following guidelines to determine if the material shall remain in place or be removed. These guidelines are to be used with engineering judgment. The resulting pay factor at the completion of review should be between 0 and 0.75.

First, determine if there is a testing issue by reviewing Gmm for consistency and correlation. If it is determined the Gmm is not reliable due to testing concerns, re-calculate the field voids using the Engineer's test results and compare. It may be necessary to proceed through the guidelines below with both initial results, and re-calculated results. If Gmm is valid, use the following guidelines:

1. Randomly core the defective area. The cores shall be for information only and not be included in the acceptance decision.
2. Re-calculate the voids for each core using the nearest Gmm value instead of the average Gmm value.
3. Evaluate the initial set of cores as well as the additional cores as follows:
 - If Field Voids are High (risk of long-term durability and strength issues)
If all of the following are true or for a non-surface lift, consider leaving in place with a price adjustment:
 - No core exceeds 10% voids
 - Film thickness ≥ 10
 - Average field voids $< 9\%$If all of the above are not true, consider removal.
 - If Field Voids are Low (risk of rutting)
If low traffic and high speed, then consider leaving in place.
If high traffic, consider removal
 - If the average thickness is less than the intended, consider removal.

H. Adjustments for Other Contract Administration Issues

Price adjustments for noncomplying work are occasionally appropriate when the issue relates to other incidental items in the contract documents. Price adjustments shall not be considered unless there is willful or repeated reoccurrences indicating lack of due consideration on the contractor's part. In such cases, the following will apply:

- Provide a clear and concise notification to all parties involved with the incident. (This could be a

verbal notification or a written noncompliance without price adjustment.)

- Subsequent violations would result in additional noncompliances and could be reason for price adjustments starting at \$100, then \$250, \$500 etc. (progressively doubling the amount of each following violation).

NOTE: It is NOT intended that minor deficiencies be price adjusted if corrected in a timely manner. Situations and circumstances will dictate how this portion should be applied.

I. Steel H-Pile Weight Deficiency

[Materials I.M. 467](#) specifies a mass tolerance of 2.5 percent on steel H-pile weight deficiency. Steel H-pile that are deficient by more than 2.5 percent of theoretical weight should not be accepted for incorporation into the work except when:

- The need for the steel H-pile is immediate and considered critical by the project engineer.
- Replacement of steel H-pile is not reasonably possible due to short supply and availability.

In the above cases, the project engineer may decide to approve the use of deficient steel H-pile and apply a price adjustment in contract unit price for the material as prescribed by "Steel H-Pile Weight Deficiency Price Adjustments" in [Appendix 2-34\(L\)](#).

J. Erosion Control or Other Environmental Issues

1. Occasionally contractors fail to provide the required erosion control technician (ECT) or an Erosion & Sediment Control (ESC) Basics trained individual during the construction of the project.

- An appropriate price adjustment for failure to provide an ECT or ESC Basics trained individual during construction activities anytime during a month is \$250. This adjustment would be issued on a monthly basis. Price adjustments will not exceed \$1,000 per year.

These price adjustments are in addition to other erosion control price adjustments.

2. Price adjustments may be applied for failure to comply with erosion and sediment control requirements in the contract documents. Contract price adjustments will be determined by the project engineer, based on magnitude/severity and frequency of violations. A suggested sliding scale is \$500 for the first violation, \$1,000 for the second violation, \$2000 for the third and continuing to double for each subsequent violation. See flowchart in [Appendix 2-34\(O\)](#) for further guidance. If the erosion control violation is serious, a higher price adjustment may be used based on the Engineer's discretion.

The same sliding scale is suggested for other environmental issues.

It is not intended that minor, non-recurring deficiencies be price adjusted if corrected in a timely manner.

K. Railroad Safety Violations

Projects that affect railroads will include contractor safety and flagging requirements. The provisions may specify amounts for price adjustments for safety violations. If the provisions do not include amounts for price adjustments, the project engineer should consult with the Construction and Materials Bureau to determine the appropriate amount. Contract Modifications written for price adjustments for railroad safety violations should use Item Code 6200-50000180 (Price Adjustment for Railroad Safety Violation).

Copies of non-compliance notices for railroad safety violations should be forwarded to the Construction and Materials Bureau.

L. Use of Non-Domestic Steel Products

Certificates for steel products are to be reviewed for compliance with the contract documents before

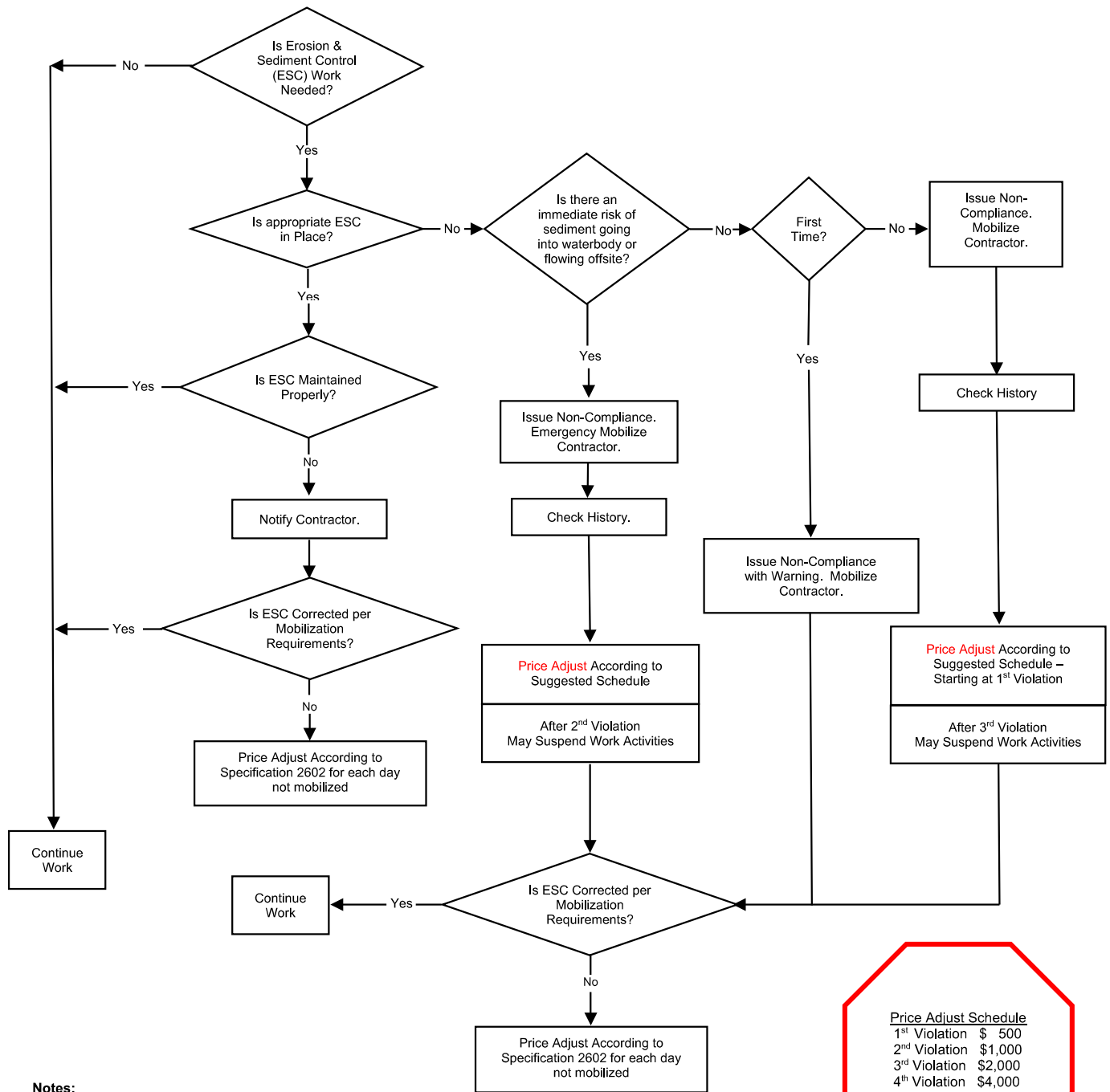
the material is incorporated in the project or paid as stockpiled material. The intent of [Specification 1107.06, B](#) and [I.M. 107](#) is not to utilize foreign steel. If the Engineer permits the minimum usage as allowed by the Standard Specifications, the Engineer must track and report the usage of foreign steel to ensure the minimum usage is not exceeded.

If it is discovered “after-the-fact” that foreign steel has been incorporated into the project exceeding the minimum usage, the Engineer must contact the Construction and Materials Bureau All after-the-fact discoveries of foreign steel incorporated into a federal-aid contract must be reported to FHWA who will determine the resolution on a case-by-case basis.

2.54 PRICE ADJUSTMENT CONTRACT MODIFICATIONS

Price adjustment deductions are processed by contract modifications. (Refer to [Construction Manual 2.36](#) for information about processing contract modifications.)

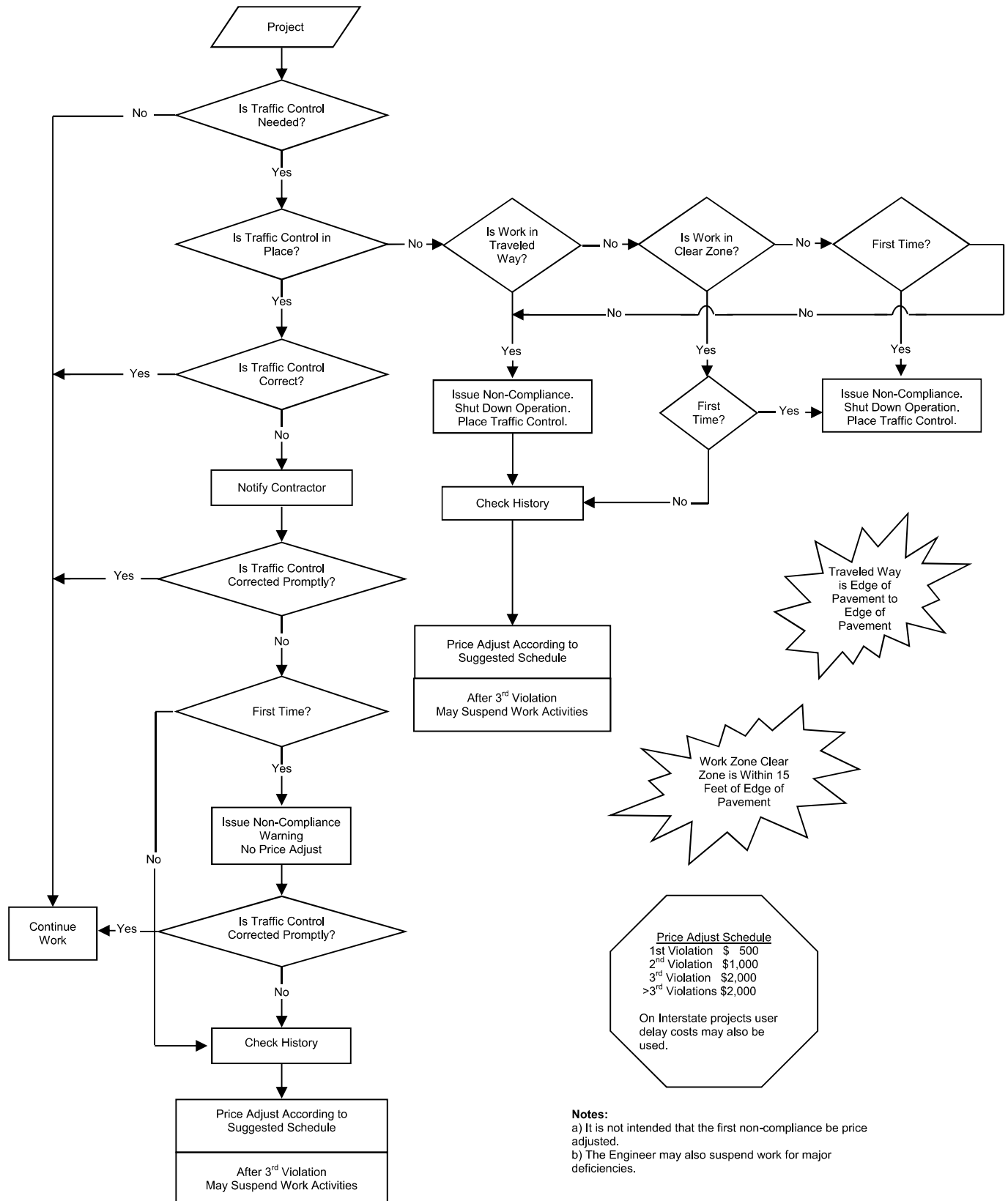
Erosion & Sediment Control Non-Compliance Flow Chart



Notes:

- The Engineer may also suspend work for major or severe deficiencies at any time.
- Price adjustments are not meant for minor deficiencies that are corrected in a timely manner.
- ESC work may include housekeeping items, such as construction entrances/tracking issues, concrete washout, garbage, etc.

Traffic Control Non-Compliance Flow Chart



EROSION CONTROL

Erosion Control

1

Background

- Erosion is the detachment and movement of soil or rock fragments by water
- Sediment is soil particles that have become dislodged due to the erosion process and remain suspended in flowing water
- Objectives
 - Stay compliant with all permits and laws
 - Use best management practices (BMPs) to
 - Limit the amount of erosion that occurs
 - Allow sediment to be collected before traveling offsite
 - Prevent waste/contaminants from entering water sources

2

National Pollutant Discharge Elimination System (NPDES) Program

- March 10, 2003 federal regulations require certain construction activities be covered under a NPDES permit
- Construction activities causing land disturbance of one or more acres
- Noncompliance constitutes a violation
 - Code of Iowa
 - Clean Water Act
 - Can result in substantial fines and mitigation effort

3

Types of Permits

- NPDES General Permit No. 2
 - Storm water discharge associated with construction activities
 - Issued by Iowa DNR
 - Land disturbing activities of one or more acres
- 404
 - Placement of fill material within water ways/bodies
 - Issued by Army Corps of Engineers
- Outstanding Iowa Waters
 - Permit required when in specially protected watersheds
- Municipal Separate Storm Sewer Systems (MS-4)
 - Similar to NPDES General Permit No. 2
 - Issued for construction activities in cities and universities with separate storm sewer systems

4

Erosion Control Certification Program

- Required for projects with a NPDES General Permit No. 2
- Two levels
 - ESC Basics
 - ECT
- ECT can perform ESC Basics duties
- Standard Specification 2602.01 D. 1. b. and c.

5

Erosion and Sediment Control Basics

- 1-2 hours online training
- No fee or exam
- Retake every 2 years
- Contractor required to have one per project
- DOT required to have one per project
- Minimum

6

Erosion Control Technician

- 2-day certification class
- Fee and 2-hour certification exam
- Recertify or retake every 5 years
- Contractor required to have one on staff
- DOT required to have one per RCE
- Recommended

7

EPA and Iowa DNR Roles

- EPA grants Iowa DNR authority to write and issue NPDES General Permit No. 2
- Determine compliance with permit
- Assess adequacy of BMPs
- Conduct on-site inspections
 - BMPs in place
 - Documentation review

8

Pollution Prevention Plan (PPP)

- Required for projects with NPDES General Permit No. 2
- Based on NPDES General Permit No. 2 requirements
- Project specific tabulation 110-12
- Inspector road map
 - Establishes roles and responsibilities
 - Describes site characteristics and list pollutants
 - Identifies controls to minimize the discharge of contaminated storm water
 - Provides procedures for maintaining controls and inspecting disturbed areas

9


PPP Designer Roles and Responsibilities

- Prepares base PPP
- Prepares notice of intent (NOI)
- Signature authority on base PPP and NOI
- Submits NOI to Construction and Materials Bureau who submits to Iowa DNR
- NOI must be approved by Iowa DNR prior to any land disturbing activities

10

Permit Approval Letter

- Becomes part of amended PPP
- Contains authorization number
- Provides dates of coverage
- Located in contract documents drawer in DocExpress

		STATE OF IOWA	
<small>TERRY E. BRANSTAD, GOVERNOR KIM REYNOLDS, LT. GOVERNOR</small>		<small>DEPARTMENT OF NATURAL RESOURCES CHUCK GIPP, DIRECTOR</small>	
<p align="center">DEPARTMENT OF NATURAL RESOURCES NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) NOTICE OF GENERAL PERMIT COVERAGE UNDER GENERAL PERMIT NO. 2</p>			
<p><u>STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY</u></p>			
<p>This notice of general permit coverage for a storm water discharge associated with construction activity is issued pursuant to the authority of section 402 (b) of the Clean Water Act (U.S.C. 1342(b)), Iowa Code 455B.174, and subrule 567--64.4(2), Iowa Administrative Code. A Notice of Intent has been filed with the Iowa Department of Natural Resources that this storm water discharge complies with the terms and conditions of NPDES General Permit No. 2. Authorization is hereby issued to discharge storm water associated with industrial activity as defined in Part VIII of the Iowa Department of Natural Resources NPDES General Permit No. 2 in accordance with the terms and conditions set forth in the permit.</p>			
<p>Owner: MELISSA SERIO 800 LINCOLN WAY AMES IA 50010 (515)239-1280</p>			
<p>Permit Coverage Issued To: IDOT - SW ARTERIAL PROJECT - CONSTRUCTION FROM US 20 TO US 61/151 in DUBUQUE, DUBUQUE COUNTY located at</p>			
1/4 Section	Section	Township	Range
SE	11	88N	2E
Coverage Provided Through:		6/22/2021	
NPDES Permit Discharge Authorization Number:		27266 - 27014	
Discharge Authorization Date:		6/22/2015	
<p>Project Description: CONSTRUCTION OF FOUR-LANE DIVIDED BYPASS, INCLUDING INTERCHANGE, INTERSECTION, AND BRIDGE CONSTRUCTION 444.0 ACRES</p>			

PPP Contractor Roles and Responsibilities

- Signs Co-permittee certification statement
- Designates Water Pollution Control Manager (WPCM)
- Submit a detailed Erosion Control Implementation Plan (ECIP)
- Installs and maintains controls or subcontracts
- Supervises and implements good housekeeping practices

PPP Contractor Roles and Responsibilities

- Conducts joint inspections with inspection staff
 - May delegate when not mobilized
- Complies with training and certification requirements
- Amends site map during project

13

Co-Permittee Certification Statement

- Legally required to adhere to NPDES General Permit No. 2
- Submitted along with signed contract
- Located in contract signing drawer in DocExpress

JIM SCHROEDER CONSTRUCTION, INC. Contract No.: 31-0321-041		Bid Order: 009 Letting: 19DEC2017					
<p>This certification must be signed by an Officer of the Company and returned along with the signed contract to the Contracting Authority: the IOWA DEPT OF TRANSPORTATION</p>							
<p>STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES.</p> <p>Certification Statement</p> <p>For the projects which include a Storm Water Pollution Prevention Plan (PPP) on the contract shown above:</p> <p>"I certify under penalty of law that I understand the terms and conditions of the general (or individual, if applicable) National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification.</p> <p>Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" (or individual NPDES permit, if applicable) at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit."</p> <p>Name _____ Type, Stamp or Print Legibly</p> <p>Title _____</p> <p>SCHROEDER, JIM CONSTRUCTION, INC. Phone: (563) 872-5591 500 SOUTH SECOND STREET BELLEVUE, IA 52031-1326</p> <p>Signed By _____ Date _____</p>							
<p>Doc Express Document Signing History Contract: 31-0321-041 Document: STORM WATER CO-PERMITTEE FORM</p> <p>This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Signed By</th> </tr> </thead> <tbody> <tr> <td>01/08/2018</td> <td>Dan Schroeder Jim Schroeder Construction Digital Signature (Signed by Contractor)</td> </tr> </tbody> </table>				Date	Signed By	01/08/2018	Dan Schroeder Jim Schroeder Construction Digital Signature (Signed by Contractor)
Date	Signed By						
01/08/2018	Dan Schroeder Jim Schroeder Construction Digital Signature (Signed by Contractor)						

WPCM Requirements

- Standard Specification 2602.01 D. 1. a.
- Designated prior to any land disturbing activities
- ECS basics or ECT certified
- Authorized to supervise all storm water work
- Authorized to supervise employees and subcontractors in storm water work and permit compliance
- Familiar with PPP
- Point of contact for storm water compliance
- Responsible for reviewing, signing, and correcting deficiencies noted on storm water inspection reports
- Visit the project no less than once per week

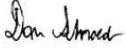
15

ECIP Requirements

- Standard Specification 2602.03 A.
- Furnish prior to preconstruction conference
- Include erosion and sediment control work for all major contract stages as follows
 - Controls prior to land disturbing activities
 - Timetable and sequence of land disturbing activities
 - Staging to limit disturbed areas
 - Handling of sensitive areas
 - Anticipated suspension of work and stabilization
 - Compliance with PPP
 - Method of erosion control on haul roads
- Obtain engineer's approval before commencing work
- Update during project

16

Erosion Control Implementation Plan

JIM SCHROEDER CONSTRUCTION, INC General Contractor Bridges - Culverts - Pile Driving - Wastewater & Water Treatment Plants 500 South Second Street, Bellevue, Iowa 52031-1325 Phone (563) 872-5591 Fax (563) 872-3690	
May 1, 2018	
Dubuque County 13047 City View Drive Dubuque, Iowa 52002	
Re: Dubuque County NHSX-032-1(41)—3H-31	
PROPOSED POLLUTION AND EROSION CONTROL	
In our effort to reduce erosion and eliminate pollution on the above referenced project, we propose the following measures:	
<ol style="list-style-type: none">1. Running stream – water shall be diverted around all project construction sites if all possible, to lessen pollution during construction.2. Storage of excavated material at stream crossing will be placed so erosion of stockpiled material will not feed directly into the stream or block any natural waterway.3. Silt dikes, bale checks or other approved methods, will accomplish containment of eroded material.4. Storage of construction material will be placed where water will not affect its movement from its proper location.5. Disposal of waste construction material shall be by controlled burning for all combustible material; noncombustible material will be by burial with the approval of the Engineer. Concrete wash will be placed in a silting basin and not dumped directly into waterways.6. Other contaminants will not be dumped, sprayed or placed near any waterway and disposed of in a way that they will not leak into the underground water table.	
JIM SCHROEDER CONSTRUCTION, INC.  Dan Schroeder President	
17	

Training and Certification Requirements

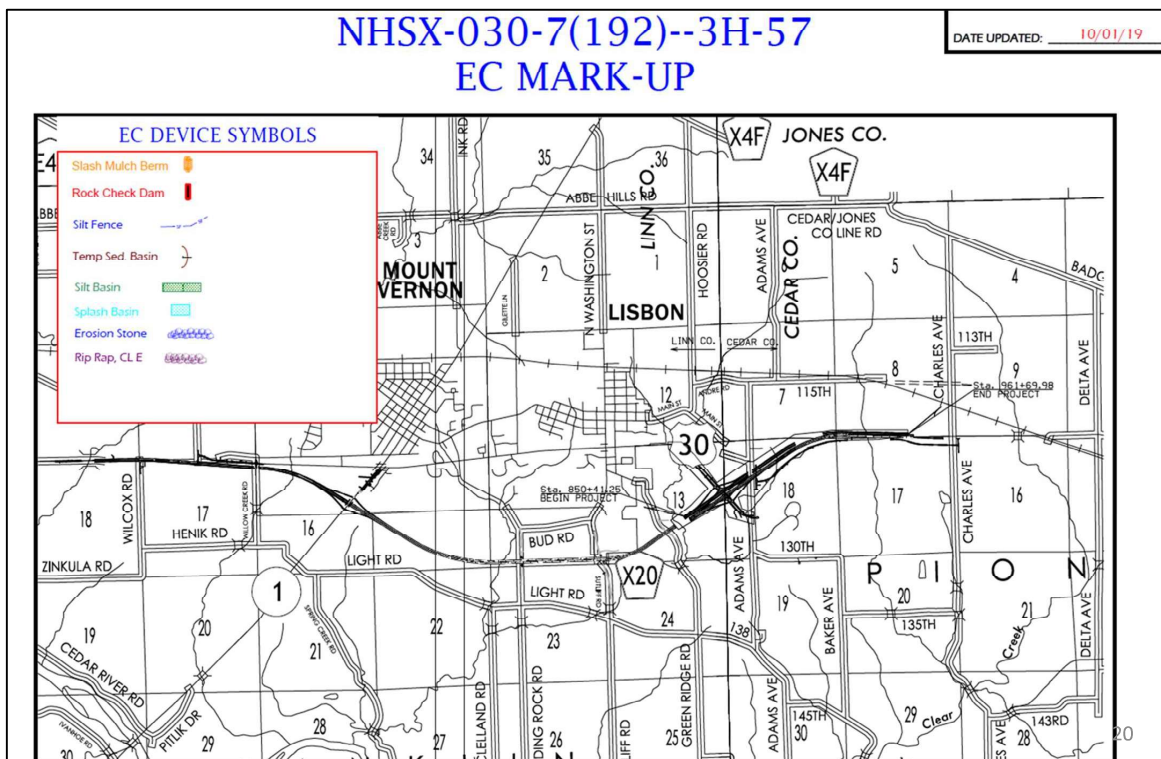
- Standard Specification 2602.01 D. 1. b. and c.
- Maintain an individual onsite daily during construction
 - Minimum of ESC Basics training
 - Responsible for coordinating all erosion and sediment control operations
 - Participate in storm water inspections
 - Prepare ECIP
 - Discuss erosion and sediment control issues at progress meetings
 - WPCM may fulfill these requirements
- Maintain an ECT on staff
 - Manage quality control of sediment and erosion control
 - WPCM may fulfill these requirements

Amending Site Map

- Standard Specification 2602.01 D. 3.
- Document
 - Moving, adding, or modifying BMPs
 - What/where/when BMPs installed, maintained, removed
- Located in pay items drawer in DocExpress, hardcopy also acceptable
- Organized and readily available for viewing
- Submittal/update required prior to payment for erosion and sediment control items
- Incidental to payment of erosion and sediment control items

19

Amended Site Map



PIONEER TWP.
T-82N R-4W
SEC. 8

Sta. 942+54.95
Install 10' x 10' RCB Extension
Shew = 31' R1 Ang.
F.L. = LT. 844.50
Other Roadwall
By Others

Sta. 944+33.00 MB
Install 24' x 7' Concrete Box Girder
F.L. = LT. 850.66
By Others

Sta. 945+50 MB
Install 24' x 7' Concrete Box Girder
F.L. = LT. 854.61
By Others

Sta. 947+00 MB
Install 15' x 80' Med.
Install Top "W" Dike
F.L. = LT. 862.37
By Others

Installed 07/12/19
STA 933+63 to STA 941+05

Installed 07/15/19 & 07/16/19
STA 942+00 to STA 946+09

Installed 05/19/19
STA 935+63 to STA 941+55

Install 05/16/19
STA 941+55

Install 05/19/19
STA 941+55 to 942+73

Install 05/16/19
STA 943+64 to 944+51

Install 07/22/19
STA 945+50 to STA 946+65

EXISTING U.S. 30

KIRKWOOD 4

PIONEER TWP.
T-82N R-4W
SEC. 17

Refer to Sheets E-C - 3-30
For Chainage & Information.


FILE NO.	ENGLISH	DESIGN TEAM	SPYDER AND ASSOCIATES, INC.	LINN/CEDAR COUNTY	PROJECT NUMBER	NH-SX-030-7(192)-3H-57	SHEET NUMBER	D.14
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- Signs Co-permittee certification statement
- Legally required to adhere to NPDES General Permit No. 2
- Implement good housekeeping practices

Co-Permittee Certification Statement

- Needed for almost every subcontractor
- Exception could be paint marking or steel reinforcement subcontractor

Form 83021(5w) (09-06)

 **Iowa Department of Transportation**
CO-PERMITTEE CERTIFICATION STATEMENT

Project No.: NHSX-032-1(41)--3H-31

County: Dubuque County Proposal ID No.: 31-0321-041

Prime Contractor: Jim Schroeder Construction, Inc.

Subcontractor: Tschiggfrie Excavating Co.

Address: 425 Julien Dubuque Dr, Dubuque, IA 52003

Telephone No.: 563-557-7450

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification.

Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for Storm Water Discharge Associated with Industrial Activity for Construction Activities at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

* Signature: *Bob Tschiggfrie*

Title: *Vice-President*

Date: *2-7-18*

* Certification Statement shall be signed as follows:
Corporation – president or vice-president
Partnership – general partner
Proprietorship – proprietor

23

PPP Engineer Roles and Responsibilities

- Storm water manager
- Maintains current training and certification requirements
- Takes necessary actions to ensure compliance with storm water requirements
- Supervises work necessary to meet storm water requirements
- Requires employees, contractors, and subcontractors to take action to comply with permit

24

PPP Engineer Roles and Responsibilities

- Familiar with PPP and storm water site map
- Responsible for monitoring inspection reports, to determine whether deficiencies identified were adequately and timely addressed
- Point of contact for the project for regulatory agent, inspector, contractors, and subcontractors regarding storm water requirements
- Signature authority on Notice of Discontinuation (NOD)
- Sends NOD to Construction and Materials Bureau who submits to Iowa DNR

25

Notice of Discontinuation

- Within 30 days after final stabilization
- Final stabilization requirements
 - All land disturbing activities have been completed
 - A uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, has been established for the entire site

26

Notice of Discontinuation

IOWADOT
Form 830216 (03-15)

NOTICE OF DISCONTINUATION
OF A STORM WATER DISCHARGE
COVERED UNDER IOWA NPDES GENERAL PERMIT NO. 2
FOR CONSTRUCTION ACTIVITIES

Name of the Owner or facility to which the storm water discharge general permit coverage was issued: Iowa Department of Transportation	
COUNTY: Hamilton	Permit Authorization #
PROJECT No. (s): IM-035-5(111)133--13-40	
DESCRIPTION: Interchange Reconstruction in Ellsworth, IA	

List the complete permit authorization number for the discharge. This number is provided on the bottom of the authorization sheet for General Permit No. 2.
IA - 33660 - 33335

List the date the construction site reached "final stabilization": **07/31/2020**

"Final Stabilization" means that all soil disturbing activities at this site have been completed, and that a uniform perennial vegetative cover with a density of 70% for the area has been established or equivalent stabilization measures have been employed.

The following certification must be signed in accordance with the signatory requirements of the general permit:

"I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time. I understand that by submitting this Notice of Discontinuation, I am no longer authorized to discharge storm water associated with industrial activity for construction activities by Iowa Department of Natural Resources NPDES General Permit No. 2, and that discharging pollutants from storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by an NPDES permit.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations."

Jenny Hoskins Name (print)	Jefferson RCE Title
Jenny Hoskins Digitally signed by Jenny Hoskins Date: 2020.07.31 10:54:35 -0500 Signature	07/31/2020 Date

This form is to be completed within 20 days following "final stabilization" and submitted to the Office of Construction and Materials.

RCE signature

27

PPP Inspector Roles and Responsibilities

- Updates PPP when there is a change in design, construction, operation, or maintenance
- Makes plans available to Iowa DNR and/or EPA
- Conducts joint required inspections with contractor/subcontractor
- Completes an inspection report after each inspection
- Signature authority on inspection reports

28

Amending the PPP

- Quantities may vary from base PPP due to addition or elimination of controls
- Changes and progress are documented by amending base PPP
- Amended PPP is base PPP updated with
 - Plan revisions
 - Contract modifications
 - Site inspections reports
 - Fieldbook entries by inspector
 - Amended site map by contractor
 - ECIP
 - NOI
 - Co-permittee certifications
 - Subcontractor request forms

29

PPP Project Site Description

- Description of site conditions
- Estimate of total area disturbed
- Soil associations and estimated SCS runoff curve number
- Outlet locations for the project

30

PPP Controls

- Standard Specification 2601 and 2602 provide control requirements
- R sheets provide visual of drainage areas, flows, and what to install
- Tabulations in C sheets provide quantities and specific install locations
- Standard Road Plans provide installation details

31

PPP Controls – Stabilization Practices

- Existing vegetation and natural buffers are preserved when possible
- “0-14 day rule” - initiate stabilization of disturbed areas immediately where:
 - Construction activities have permanently ceased
 - Temporarily ceased and will not resume for more than 14 calendar days
- Topsoil should be preserved according to Standard Specification 2105

32

PPP Controls – Structural Practices

- Structural practices are implemented to
 - Divert flows from exposed soils
 - Detain runoff to allow sediment to settle
 - Limit run-off and the discharge of pollutants
- Examples
 - Silt basins providing 3600 cubic feet of storage per disturbed acre drained
 - Outlet structures that draw from the surface
 - Controls to divert flow to vegetated areas

33

PPP Controls – Storm Water Management

- Measures installed during construction to stay in place and control pollutants post construction
- Include velocity dissipation devices, detention structures, and flow attenuation
- Provide non-erosion velocity flow from structure to water body

34

PPP Controls – Other Controls

- Construct vehicle entrance/exit to prevent tracking sediment onto roadways
- Implement practices to prevent discharge of materials during delivery, storage, and use
- Install controls to reduce or eliminate pollution from stockpiles of soil and paving
- Dispose of unused materials and wastes legally and do not discharge into waters of state
- Implement spill and leak prevention and contain and cleanup any spills

35

PPP Controls – Other Controls

- Control concrete washout and residuals by using temporary washout facilities
 - Provide directions to drivers
 - At least 50 feet from storm drains, streams, or other water bodies
 - Protected from overflowing
- Do not discharge concrete grooving/grinding slurry into water body or storm drain

36

PPP Controls – Other Controls

- Perform fueling and maintenance in accordance with all environmental laws
 - Proper storage and disposal of waste fluids
 - Proper treatment of wash water
- Dispose of litter properly
- When dewatering, remove sediment and prevent scour at discharge point

37

PPP Maintenance Procedures

- Maintain all temporary erosion and sediment control measures
- Ensure proper working order
 - Cleaning – begin at 50% lost capacity
 - Repairing
 - Replacing

38

PPP Non-Storm Water Discharges

- Includes subsurface and slope drains as well as uncontaminated groundwater from dewatering
- Control outlet velocities with blocks, and/or erosion stone

39

PPP Potential Sources of Off Right-of-Way (ROW) Pollution

- Silt, sediment, other forms of pollution may be transported onto ROW
- Sources outside of ROW are beyond the control of PPP
- Pollution within the ROW will be conveyed and controlled per PPP

40

PPP Inspections Requirements

- Joint inspection by contractor and contracting authority at least once every 7 calendar days
- Reports contain
 - Date of inspection
 - Summary of the scope
 - Name/qualifications of personnel
 - Major observations
 - Identify corrective actions
 - Rainfall amount since last inspection

41

PPP Inspection Requirements

- Inspection reports are part of amended PPP
- Incorporate additional or modified controls noted during inspection
- Begin corrective actions on deficiencies within 3 calendar days of inspection and complete within 7 calendar days
- If impractical to begin corrective actions within 72 hours, document why and provide and indicate estimate time of completion

42

Conducting an Inspection

- Who
 - Jointly by contractor and contracting authority
 - Certified as ESC Basics or an ECT
- When
 - Once ground is disturbed every 7 days
 - Rainfall inspections are no longer required but should be considered for significant events
- How
 - Proper inspection includes observing all controls
 - Planned
 - Day and time
 - Route
 - Adequate time for detailed review and not “drive-by”

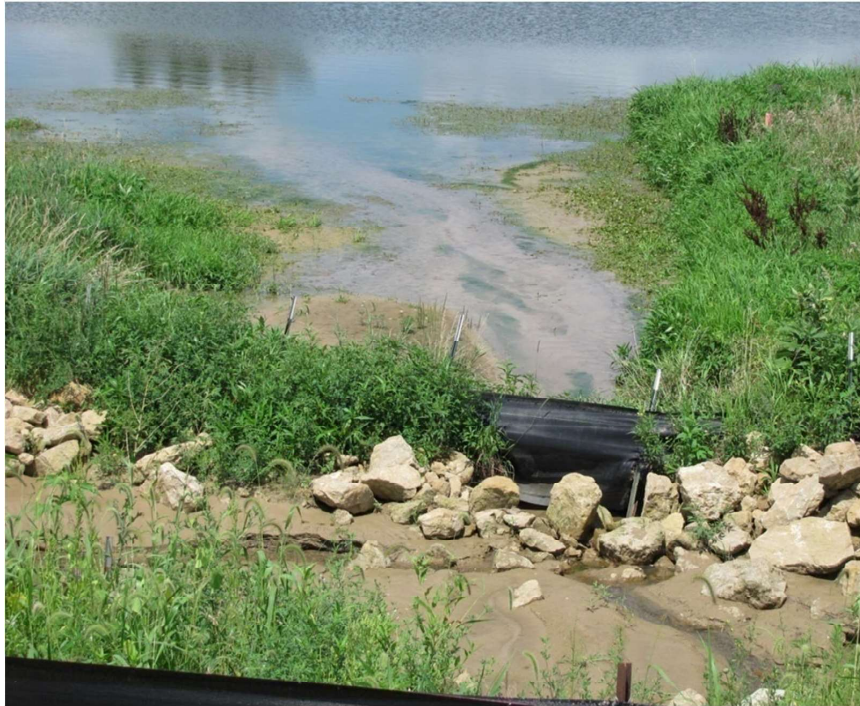
43

Conducting an Inspection - What

- Discharge points
 - Inspect discharge point(s) and off-site areas
 - Walk downstream
 - Walk down street
 - Key indicator if problems exist up system
- Stabilization (seeding, mulching)
 - Is the 0 - 14 day rule met?
 - Do previously stabilized areas require corrective action?
 - Poor growth/coverage
 - Evidence of erosion
 - Document location and corrective action needed

44

Discharge Point



45

Conducting an Inspection - What

- Sediment controls (silt fence, ditch checks, perimeter and slope sediment control, rock check dams)
 - Installed properly per standard and plan
 - Condition
 - Damaged and in need of repair
 - Filled to 50% capacity needing maintenance
 - Effective quantity and placement
 - New controls needed due to progress
 - Document location and corrective action needed

46

Sediment Control



Conducting an Inspection - What

- Erosion control (slope protection, special ditch control, TRM, TM, rock ditch, rock flume, splash basin)
 - Installed properly per standard and plan
 - Damaged and in need of repair
 - Effective quantity and placement
 - New controls needed due to progress
 - Document location and corrective action needed

Conducting an Inspection - What

- Streams (crossings, diversions)
 - Installed properly per standard and plan
 - Condition
 - Damaged and in need of repair
 - Maintenance of surfaces
 - Incorporation of proper controls
 - Document location and corrective action needed

49

Conducting an Inspection - What

- Housekeeping
 - Entrances
 - Installed properly per standard and plan
 - Evidence of tracking from site
 - Maintenance of surfaces
 - Sweep street as needed
 - Deliveries and stockpiles
 - Properly controlled
 - Spill prevention
 - Proper full capacity containment
 - Leak cleanup materials/process

50

Conducting an Inspection - What

- Housekeeping
 - Vehicle storage and maintenance
 - Proper collection and disposal of fluids
 - Proper containment
 - Concrete washouts and residuals
 - Proper containment
 - Properly sized
 - 50 feet from bodies of water and drains
 - Litter
 - Properly collected and disposed of
 - Dewatering
 - Clean or properly controlled
 - Prevention of erosion at discharge
 - Document location and corrective action needed

51

Entrances/Tracking



52

Concrete Washout



53

Conducting an Inspection - What

- Miscellaneous
 - Water entering project site, run-on
 - Pictures
 - Sample
 - Erosion around culvert headwalls or bridge wing walls
 - Document location and corrective action needed

54

Noncompliance

- A noncompliance can be issued if a contractor
 - Fails to maintain controls
 - Fails to mobilize within
 - 72 hours of written order
 - 8 hours of emergency order
 - Performs poor quality work
 - Does not complete work in timely manner
- CM Appendix 2-34 (O) provides guidance on handling
- Other options
 - Restrict opening ground
 - Disincentives for not mobilizing
 - Shut down site

55

Winter Shutdown

- Construction activity may shutdown over winter
- Erosion can still occur
- Ensure BMPs are in place before shutdown
- Weekly inspections are still required
 - Document state of frost in ground and snow coverage
 - If snow cover prevents inspection, document that an attempt was made
 - Contractor attendance waived
 - Still responsible to correct deficiencies
 - Sign report

56

Suspension of Inspections

- Areas that have been stabilized with a perennial vegetative cover of sufficient density to preclude erosion
- Noted in inspection report
 - Reason for suspension
 - Location/area
 - Date


57

Inspection Report

- https://iowadot.gov/construction_materials/Earth_work-and-erosion-control
 - Weekly storm water inspection procedures
 - Weekly site inspection instructions
 - Weekly inspection form 830214
- Located in signature drawer in DocExpress


58

Inspection Report

 STORM WATER SITE INSPECTION <small>Inspections Made At Least Once Every Seven Calendar Days</small>	
Inspection Date and Time: _____	DNR Auth. No.: IA _____ - _____
Project Number: _____	County: _____
Inspection Made By: _____	Title: _____
Precipitation since previous inspection: _____	
Comments and Observations (Include area inspected, status of site, and erosion/sediment control work performed since previous inspection): _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	
Deficiencies Found (items requiring maintenance or inadequate controls) and Additions Required (new items needed due to status of work) (Include specific locations): _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	
Can Corrective Action(s) be made within 72 hours after inspection? If no, document why it is impracticable. <small>Note: Permit requires Corrective Actions be completed within 7 calendar days following inspection:</small> _____ _____	
Date of Corrective Action (start within 3 days of inspection) and Corrective Action Performed (document either current week or previous week): _____ _____	
<small>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</small>	
Inspector's Signature: _____	Date: _____ ESC Basics <input type="checkbox"/> ECT <input type="checkbox"/>
Contractor's Signature: _____	Date: _____ <input type="checkbox"/> <input type="checkbox"/>

59

Inspection Report – Title Block

 STORM WATER SITE INSPECTION <small>Inspections Made At Least Once Every Seven Calendar Days</small>	
Inspection Date and Time: _____	 DNR Auth. No: IA _____ - _____
Project Number: _____	County: _____
Inspection Made By: _____	Title: _____
Precipitation since previous inspection: _____	

Inspection Report – Title Block

830214 (01-18)

IOWADOT
SMARTER | SIMPLER | CUSTOMER DRIVEN

STORM WATER SITE INSPECTION
Inspections Made At Least Once Every Seven Calendar Days

Inspection Date and Time: DNR Auth. No.: IA -

Project Number: County:

Inspection Made By: Title:

Precipitation since previous inspection:

61

Inspection Report – Comments and Observations

Comments and Observations (Include area inspected, status of site, and erosion/sediment control work performed since previous inspection):

- Provide
 - Include types of erosion & sediment control measures (ESCM's) inspected (such as silt fence, rock check dams, etc.).
- Note any
 - In lieu of listing all locations, you may include a or include a photocopy of notes from a field book.
 - Record any areas where .
 - Every especially critical areas (discharge points). However, if you are .
 - for suspension here, such as when inspections will be performed under another project/contract (e.g. if inspections began on a culvert project but will then be covered under the grading project – note the suspension on the last culvert inspection report).
 - if ceasing inspections on only a portion of the project.

62

Inspection Report – Comments and Observations

Comments and Observations:

Inspection is throughout the whole project from the beginning Sta. 1087+78.76 to the end Sta. 1183+24.75.

We noticed major rilling on the slope between the railroad and 8th street bridge. The stabilization crop looks good and is

over 70% cover. The rain last week caused the rilling and we are seeking additional guidance on what corrective actions we can do to minimize future rilling on that slope. The rilling is noted in the deficiencies.

Currently the sub is matting the slope and ditch north of the railroad bridge. That should help control any erosion to the north.

Currently the BMP's in place are working as intended, but needed some attention...ie additional wattles around intakes.

The matting on the South portion of the project is doing great and is followed up with silt fence and is working as intended and we have growth established.

63

Inspection Report – Comments and Observations

Comments and Observations:

8-10-15 had 0.2 inches on East end of project and 0.6 inches on West end of project otherwise dry all week. Our project is looking alot better dried enough to get in most areas and clean, fix and replace devices that needed it. Seeded 19.4 acres

placed 54 tons of rock on tracking pads removed 22 loads (330CY) of silt from silt basins, TSCD's, ditch checks and silt fence. Removed and replaced ditch checks, silt fence, TRM mat, and logs. Put in 125 tons of rock checks and 751 tons

of Rip Rap. Grass is starting to grow on TRM mat and at other new seeding locations. We are still working on an area at Sta. 10335 - 10345 as it dries to get shaped and re-install ditch checks and place TRM mat.

64

Inspection Report – Comments and Observations

Comments and Observations:

██████████ has placed silt fence and ditch checks at designated locations. Silt fence placed at bridge berms and ditch checks placed at areas where contractor is doing ditch clean outs. Placed sediment logs on SE quadrant of RCB blister. [See idr entries for stationing.](#) ██████████ has completed pipe extensions. Placing embankment for guardrail blisters.

65

Inspection Report – Deficiencies Found

Deficiencies Found (items requiring maintenance or inadequate controls) and Additions Required (new items needed due to status of work) (Include specific locations):

- Include any [new ESCM's that are needed or existing ESCM's that require correction or maintenance.](#)
 - [Location information](#) may include station and Lt., Rt., or Med.
 - Information need to be specific enough so the deficiency can be located by another individual.
- Note [areas where stabilization is required.](#)
- Document any [locations of needed housekeeping items,](#) such as off-site tracking that needs to be cleaned up.
- Include [any issues of permit non-compliance,](#) such as visible off-site sediment discharge.

66

Inspection Report – Deficiencies Found

Deficiencies Found and Additions Required (Include Specific Locations):

Deficiencies found: Sta. 10335 - 10345 working on shaping for TRM mat and ditch checks was on last weeks also now dry enough to fix.

Additions: 8-4-15 (54.17) tons of Macadam stone for tracking pads Sta. 10345 and Sta. 10530. Sta. 10358 Box 1314 removed 505ft. of ditch checks. Sta. 10425-10430+39 N. (543ft.) TRM mat type 2 and 400ft. of logs. Sta. 10330 seeded 2.4 A. Median. Sta. 10345-10370 seeded 3.9 A. Median. Sta. 10512-10518+95 (695ft.) TRM mat North and 980ft. of logs. Sta. 10523-10528 Box 1714 removed 731ft. of ditch checks and reinstalled 575ft. Sta. 10550-10555 installed 210ft. of ditch checks. 8-5-15 Sta. 10371 & 10372 Knox Ave. installed 420ft. type 4 TRM and 170ft. type 2 TRM mat 360ft. of logs and 80ft. ditch checks. Sta. 10512+27-10519+50 put in 8 rock ditch checks 125 tons. 8-6-15 installed 267ft. of ditch checks Sta. 10326 East in Median and Sta. 10425-10435 Median and North ditch. Sta. 10538+60-10541+63 (751) tons Rip Rap. 8-7-15 Sta. 10540 seeded 5.3A. Sta. 10590 seeded 7.8A. Sta. 10511+55 TSCD N. 8-8-15 (22) loads of silt 330CY.

67

Inspection Report – Deficiencies Found

Deficiencies Found and Additions Required (Include Specific Locations):

clean road surface at Hamilton Blvd. south of ramp B and protect storm sewer intake with straw wattle.

drove the project limits Sta. 849+68.25 to Sta. 961+69.98 West. to East today. We evaluated the project for existing Storm Water and Erosion Control measures in place and the need for new ones.

A shutdown order has been put in place due to deficiencies of erosion control devices improperly installed and maintained.

needs to get ahead of these problem areas where erosion is leaving the project limits. They have made some progress but more needs to be done. The Ditch checks that were installed east of Green ridge are performing better but they need to be installed correctly with out centers being undermined.

68

Inspection Report – Corrective Action Within 72 hours?

- Can Corrective Action(s) be made within 72 hours after inspection? **If no, document why it is impracticable.**
- Note: Permit requires Corrective Actions be completed within 7 calendar days following inspection:
- **If it's anticipated the contractor will mobilize within 72 hours but will not be able to finish within 72 hours, then note the contractor's anticipated start and completion. As long as the contractor resolves items with 7 calendar days, this is in compliance with the permit.**

69

Inspection Report – Corrective Action Within 72 hours?

No. [REDACTED] will repair slide when double bottom ditch located in between F17/Ramp [REDACTED] dries out to do EWO for that area.

Not able to work EWO due to grade too wet.

70

Inspection Report – Corrective Actions

Date of Corrective Action (start within 3 days of inspection) and Corrective Action Performed (document either current week or previous week):
<ul style="list-style-type: none">• If this section is filled in after date of signature below, then date this section.• If inspection form is uploaded in DocExpress before corrective action work, fill in this section on next report and document that it is for prior week's deficiencies.

71

Inspection Report – Corrective Actions

06/12/19- [REDACTED] seeded, fertilized and mulched from Sta-911-915 RT.	06/14/19- [REDACTED] placed rock checks at Sta-615-620 RT.
06/14/19- [REDACTED] EC has seeded, mulched and crimped at Sta-840-843 LT,	
06/17/19 installed Contour silt fence at Sta-840-843 LT. 06/17/19- [REDACTED] placed perimeter silt fence at Sta-583-585 RT, and Sta-588 RT along Wilcox ROW.	

72

Erosion Control Mobilizations

- Standard Specification 2602.03 L.
- Applies to
 - Non-landscaping or non-erosion control projects with a PPP
 - 2601 and 2602 contract items excluding watering, mowing, debris pickup, and removal items
- One mobilization paid per stage of work in ECIP unless approved by engineer
- Written order
 - Mobilize within 72 hours
 - Complete work within 7 calendar days
 - Failure to mobilize and complete work results in \$750 deduct per calendar day

73

Erosion Control Emergency Mobilization

- Standard Specification 2602.03 M.
- Applies to
 - Non-landscaping or non-erosion control projects with a PPP
 - Sudden occurrence of a serious and urgent nature which is beyond normal maintenance of erosion control items
- Written order
 - Mobilize within 8 hours
 - Failure to mobilize and complete work results in \$1,500 deduct per calendar day

74

Erosion Control

1. When is a NPDES General Permit #2 required?
2. Who is responsible for conduiting inspections and what is the frequency?
3. What document can be referenced to find the permit authorization number and dates of coverage? Where is the document located?
4. Who is responsible for updating the site map and what can be done if it is not kept current?
5. What areas can inspections be suspended in?
6. A subcontractor will be installing fence posts that require small holes to be augured for concrete anchors. Is the subcontractor required to sign a co-permittee certification statement?
7. True or false, during winter shutdown, inspections are waived as the ground is frozen and the likelihood of erosion is minimal.

8. When deficiencies are found during an inspection, how long does the contractor have to resolve the issues?
9. How long does the contractor have to mobilize in an emergency situation?
10. True or false, inspectors do not need to provide regulatory agencies access to erosion and sediment control documentation.
11. What document provides the roadmap for erosion and sediment control requirements?

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 Permex, 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 Permex 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 Permex 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 during the project. 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 completion of such items. Submittal of amended PPP site map shall be incidental to payment for erosion and sediment control items.

2602.02 MATERIALS.

Use materials complying with Division 41.

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 and ditch check sediment control devices, 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. If stabilization measures are not initiated as required by the NPDES storm water permit, there will be a deduct of \$750 per calendar day, unless such delay is authorized by the Engineer. Additionally, if stabilized areas are re-disturbed within 7 days after completion of stabilization measures, the amount paid for stabilization of the area will be deducted from payment, unless such re-disturbance is directed by the Engineer.

- 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.

N. Removal of Silt Basins.

Fill silt basin with Class 10 material and a minimum of 4 inches of topsoil. Furnish Class 10 material according to [Section 2107](#) and compact by driving over a minimum of two times. Furnish and place topsoil according to [Section 2105](#). Smooth surface of topsoil and leave in a finished condition that drains properly.

O. Stabilized Construction Entrance.

Construct stabilized construction entrance to prevent tracking of material onto roadways. Construct according to the contract documents at locations approved by the Engineer.

POLLUTION PREVENTION PLAN

This project is regulated by the requirements of the Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 OR an Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) individual storm water permit. The Contractor shall carry out the terms and conditions of this permit and the Pollution Prevention Plan (PPP).

This Base PPP includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed during construction, will be readily available for review.

All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The Contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

I. ROLES AND RESPONSIBILITIES

A. Designer:

1. Prepares Base PPP included in the project plan.
2. Prepares Notice of Intent (NOI) submitted to Iowa DNR.
3. Is signature authority on the Base PPP. If consultant designed, signature from Contracting Authority is also required.

B. Contractor:

1. Signs a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
2. Designates a Water Pollution Control Manager (WPCM), who has the duties and responsibilities as defined in Section 2602 of the Standard Specifications.
3. Submits an Erosion Control Implementation Plan (ECIP) and ECIP updates according to Section 2602 of the Standard Specifications.
4. Installs and maintains appropriate controls. This work may be subcontracted as documented through Subcontractor Request Forms (Form 830231).
5. Supervises and implements good housekeeping practices according to Paragraph III, C, 2.
6. Conducts joint required inspections of the site with inspection staff. When Contractor is not mobilized on site, Contractor may delegate this responsibility to a trained or certified subcontractor. Contracting Authority also may waive joint inspection requirement during winter shutdown. In both circumstances, WPCM (or trained or certified delegate from the Contractor) is still responsible to review and sign inspection reports.
7. Complies with training and certification requirements of Section 2602 of the Standard Specifications.
8. Submits amended PPP site map according to Section 2602 of the Standard Specifications.

C. Subcontractors:

1. Sign a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP if: responsible for sediment or erosion controls; involved in land disturbing activities; or performing work that is a source of potential pollution as defined in this PPP. Subcontracted work items are identified in Subcontractor Request Forms (Form 830231). All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.

2. Implement good housekeeping practices according to Paragraph III, C, 2.

D. RCE/Project Engineer:

1. Is Project Storm Water Manager.
2. On projects where DOT is the Contracting Authority, is current with erosion control training or certification.
3. Takes actions necessary to ensure compliance with storm water requirements including, where appropriate, issuing stop work orders, and directing additional inspections at construction project sites that are experiencing problems with achieving permit compliance.
4. Orders the taking of measures to cease, correct, prevent, or minimize the consequences of non-compliance with the storm water requirements of the Applicable Permit.
5. Supervises all work necessary to meet storm water requirements at the Project, including work performed by contractors and subcontractors.
6. Requires employees, contractors, and subcontractors to take appropriate responsive 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 as necessary to meet storm water requirements.
7. Is familiar with the Project PPP and storm water site map.
8. On projects where DOT is Contracting Authority, is responsible for periodically monitoring inspection reports to determine whether deficiencies identified in inspection reports were adequately and timely addressed, and if not, has the authority and responsibility to direct immediate actions to correct the deficiencies.
9. Is the point of contact for the Project for regulatory officials, Inspector, contractors, and subcontractors regarding storm water requirements.
10. Is signature authority on Notice of Discontinuation.
11. Maintains an up-to-date record of contractors, subcontractors, and subcontracted work items through Subcontractor Request Forms (Form 830231).
12. Makes information to determine permit compliance available to the DNR upon their request.

E. Inspector:

1. Updates PPP through fieldbook entries and storm water site inspection reports if there is a change in design, construction, operation, or maintenance which has a significant effect on the discharge of pollutants from the project.
2. Makes information to determine permit compliance available to the DNR upon their request.
3. Conducts joint required inspections of the site with the contractor/subcontractor.
4. Completes an inspection report after each inspection.
5. Is signature authority on storm water inspection reports.

II. PROJECT SITE DESCRIPTION

- A. This Pollution Prevention Plan (PPP) is for the construction of a new four lane highway.
- B. This PPP covers approximately 739 acres with an estimated 550 acres being disturbed. The portion of the PPP covered by this contract has 175 acres disturbed.
- C. The PPP is located in an area of one soil association (Monona - Ida - Napier). The estimated weighted average runoff coefficient number for this PPP after completion will be 0.30.
- D. Storm Water Site Map is located in the R sheets. Proposed slopes are shown in cross sections, details, or standard road plans. Supplemental information is located in the Tabulations in the C or CE sheets.
- E. The base storm water site map is amended by contract modifications and progress payments (fieldbook entries) of completed erosion control work. Also, due to project phasing, erosion and sediment controls shown on project plans may not be installed until needed, based on site conditions. For example, silt fence ditch checks will typically not be installed until the ditch has been

POLLUTION PREVENTION PLAN

installed. Installed locations may also be modified from tabulation locations by field staff. Installed locations will be documented by fieldbook entries and amended PPP site map.

- F. Runoff from this work will flow into roadway ditches to: Wolf Creek to Missouri River; Rock Creek to Little Sioux River Missouri River; and Three Mile Creek to Little Sioux River to Missouri River.

III. CONTROLS

- A. The Contractor's ECIP specified in Article 2602.03 of the Standard Specifications for accomplishment of storm water controls should clearly describe the intended sequence of major activities, and for each activity define the control measure and the timing during the construction process that the measure will be implemented.
- B. Preserve vegetation in areas not needed for construction.
- C. Sections 2601 and 2602 of the Standard Specifications define requirements to implement erosion and sediment control measures. Actual quantities used and installed locations may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries, amended PPP site map, or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water site inspections. If the work involved is not applicable to any contract items, the work will be paid for according to Article 1109.03 paragraph B of the Standard Specifications.

1. EROSION AND SEDIMENT CONTROLS

- a. **Stabilization Practices** e.g. seeding, mulching, etc.

- 1) Site plans will ensure that existing vegetation or natural buffers are preserved where attainable and disturbed portions of the site will be stabilized.
- 2) **Initialize stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have:**
 - a) **Permanently ceased** on any portion of the site, or
 - b) **Temporarily ceased** on any portion of the site and will not resume for a period exceeding 14 calendar days.
- 3) Staged permanent and/or temporary stabilizing seeding and mulching shall be completed as the disturbed areas are completed. Incomplete areas shall be stabilized according to paragraph III, C, 1, a, 2, b above.
- 4) Permanent and Temporary Stabilization practices to be used for this project are located in the storm water site map, Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C or R sheets. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation (105-4) in the C or R sheets.
- 5) **Preservation of existing vegetation** within right-of-way or easements will act as vegetative buffer strips.
- 6) **Preservation of topsoil:** Bid items to be used for this project are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C or R sheets. Additional information may be found in the Tabulations in the C or T Tabulation sheets, or is referenced in Section 2105 of the Standard Specifications.

- b. **Structural Practices** e.g. silt fence, basins, ditch checks, etc.

- 1) Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Additionally, structural practices may include: **silt basins that provide 3600 cubic feet of storage per acre drained or equivalent sediment controls**, outlet structures that withdraw water from surface when discharging basins, and controls to direct storm water to vegetated areas.
 - 2) Structural practices to be used for this project are located in the storm water site map, Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C or R sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found on the B or R sheets or are referenced in the Standard Road Plans Tabulation (105-4) located in the C or R sheets.
- c. Storm Water Management
- Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This may include velocity dissipation devices at discharge locations and along length of outfall channel as necessary to provide a non-erosion velocity flow from structure to water course. If included with this project, these items are located in the storm water site map and Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C or R sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation. The installation of these devices may be subject to Section 404 of the Clean Water Act.

2. OTHER CONTROLS Housekeeping Items

- Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply.
- a. **Vehicle Entrances and Exits** - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways.
 - b. **Material Delivery, Storage and Use** - Implement practices to prevent discharge of construction materials during delivery, storage, and use.
 - c. **Stockpile Management** - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and paving.
 - d. **Waste Disposal** - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit.
 - e. **Spill Prevention and Control** - Implement chemical spill and leak prevention and response procedures to contain and clean up spills and prevent material discharges to the storm drain system and waters of the state.
 - f. **Concrete Residuals and Washout Wastes** - Waste shall not be discharged to a surface water and is not allowed to adversely affect a water of the state. Designate temporary concrete washout facilities for rinsing out concrete trucks. Provide directions to truck drivers where designated washout facilities are located. Designated washout areas should be located at least 50 feet away from storm drains, streams or other water bodies. Care should be taken to ensure these facilities do not overflow during storm events.
 - g. **Concrete Grooving/Grinding Slurry** - Do not discharge slurry to a waterbody or storm drain. Slurry may be applied on foreslopes or removed from the project.
 - h. **Vehicle and Equipment Storage and Maintenance Areas** - Perform on site fueling and maintenance in accordance with all environment laws such as proper storage of onsite fuels and proper disposal of used engine oil or other fluids on site. Employ washing practices that prevent contamination of surface and ground water from wash water. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
 - i. **Litter Management** - Ensure employees properly dispose of litter. Minimize exposure of trash if exposure to precipitation or storm water would result in a discharge of pollutants.
 - j. **Dewatering** - Properly treat water to remove suspended sediment before it re-enters a waterbody or discharges off-site. Measures are also to be taken to prevent scour erosion at dewatering discharge point.

3. APPROVED STATE OR LOCAL PLANS

During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

0-14
day
rule

Typ. min.
4", prefer 8"

POLLUTION PREVENTION PLAN

IV. MAINTENANCE PROCEDURES

The Contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.

V. INSPECTION REQUIREMENTS

- A. Inspections shall be made jointly by the Contractor and the Contracting Authority's inspector at least once every seven calendar days. Storm water site inspections will include:
1. Date of the inspection.
 2. Summary of the scope of the inspection.
 3. Name and qualifications of the personnel making the inspection.
 5. Review of erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.
 6. Major observations related to the implementation of the PPP.
 7. Identification of corrective actions required to maintain or modify erosion and sediment control measures.
- B. Include storm water site inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found within 3 calendar days of the inspection and complete within 7 calendar days following the inspection. If it is determined that making the corrections less than 72 hours after the inspection is impracticable, it should be documented why it is impracticable and indicate an estimated date by which the corrections will be made.

VI. NON-STORM WATER DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of headwalls or blocks, Class A stone, erosion stone or other appropriate materials. This also includes uncontaminated groundwater from dewatering operations, which will be controlled as discussed in Section III of the PPP.

VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION

Silts, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.

VIII. DEFINITIONS

- A. Base PPP - Initial Pollution Prevention Plan.
- B. Amended PPP - Base PPP amended during construction. May include Plan Revisions or Contract Modifications for new items, storm water site inspection reports, fieldbook entries made by the inspector, amended PPP site map by the Contractor, ECIP, NOI, co-permittee certifications, and Subcontractor Request Forms. Items amending the PPP are stored electronically and are readily available upon request.
- C. Fieldbook Entries - This contains the inspector's daily diary and bid item postings.
- D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials. Also called Best Management Practices (BMPs).
- E. Signature Authority - Representative authorized to sign various storm water documents.

CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature

Signed by Designer

Printed or Typed Name

Signature

TRAFFIC CONTROL

Traffic Control

1

Traffic Quality Control

- Standard Specification 2528.01 C. and CM 5.40
- Contractor required to have traffic control technician on staff even if traffic control subcontracted
 - Properly trained and certified
 - Primary contact for traffic control issues
 - Responsible for management of contractor's quality control program for traffic control
- Contractor required to have traffic control technician supervisor installation or removal of traffic control signs and devices
- Contacts established at preconstruction conference
- Credentials can be verified by checking
 - Traffic control technician list
 - <https://iowadot.gov/workzonereferencelibrary>
 - Copy of training certificate

2

- Prepared by
 - Traffic control technician when traffic control signs and devices are installed or removed
 - Traffic control technician or contractor project staff when traffic control signs and devices are not being installed or removed
- Completed daily as the project is constructed
 - List of and location of traffic control used
 - Review of traffic control devices and operations indicating disposition and corrections
 - Identification of approved changes
 - Incidentals affecting traffic efficiency and safety
 - List of flaggers and pilot cars and hours worked
- Submitted to engineer
 - Frequency determined by engineer and contractor at preconstruction conference
 - Recommended weekly
- Missing or incomplete submittals could result in noncompliance or delay in project finalization
- Pay incrementally on lump sum traffic control item and potentially hold 5% to ensure completion

Daily Traffic Control Diary

- Completed by contractor
- Filed in DocExpress pay items drawer
- Reviewed and signed by inspector
- Suggested form available in pdf or Excel format
- <https://iowadot.gov/construction-materials/Inspection-tool#48711421-traffic-control--safety>

15-2

Daily Traffic Control Diary

- Parts
 - Title
 - Provides basic contract information for each site
 - Site
 - Provides TC standard or detail used, location, and time
 - QC observations
 - Provides traffic control and operations reviewed and their disposition and corrections
 - Flagger and pilot car
 - Provides flaggers and pilot cars used, hours worked, and paid units
 - Signature
 - Contractor signature and indication if trained traffic control technician

Daily Traffic Control Diary

Date: _____ Day: _____ County: _____

Prime: _____ Subcontractor: _____

Project Number: _____ Time Observed: _____ ☐ AM ☐ PM

Roadway: _____

Contractor's Designated Work Shift in Hours: _____ Shift Number: ☐ 1 ☐ 2 ☐ 3

TC - Standard or Detail Used: _____ Lane: ☐ Left ☐ Right

Road Work Ahead Sign Station or MP: _____ **End Road Work Sign** Station or MP: _____

☐ EB ☐ WB ☐ SB ☐ NB ☐ EB ☐ WB ☐ SB ☐ NB

Review of Traffic Control and Traffic Operations

	Yes	No	N/A
Signs & devices installed correctly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices in acceptable condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices reflective at night	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warning lights working (day & night)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arrow displays working / aimed properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary luminaires working	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If "No" is selected above, who was contacted and what time was correction made?

Any changes or modifications to the project's traffic control?

Flaggers Paid:				Pilot Car Paid:			
0.5	1.0	1.5	Total	0.5	1.0	1.5	Total
Item: _____				Item: _____			
Individual Names				Start Time			
				Stop Time			
				Hours			

Trained Traffic Control Technician ☐ Yes ☐ No

Contractor's Signature _____ Printed Name _____

12/24/19 Appendix 5-5

Daily Traffic Control Diary #1

- All days including weekends
- Different times and dates
- Occasional deficiencies and corrections
- All signed

Daily Traffic Control Diary

Date: 18 JUL 2021 Day: SUNDAY County: WRIGHT

Prime: GODBERSEN-SMITH CONSTRUCTION Subcontractor: _____

Project Number: STPN-069-7(41)-2J-99 Time Observed: 445 ☐ AM ☒ PM

Roadway: HWY 69

Contractor's Designated Work Shift in Hours: _____ Shift Number: ☐ 1 ☐ 2 ☐ 3

TC - Standard or Detail Used: TC-1, TC-202, TC-251, TC-252, J SHEETS Lane: ☒ Left ☒ Right

Road Work Ahead Sign Station or MP: 438+42.00 **End Road Work Sign** Station or MP: 481+00.00

☐ EB ☐ WB ☒ SB ☒ NB ☐ EB ☐ WB ☒ SB ☒ NB

Review of Traffic Control and Traffic Operations

	Yes	No	N/A
Signs & devices installed correctly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices in acceptable condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices reflective at night	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warning lights working (day & night)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Arrow displays working / aimed properly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary luminaires working	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "No" is selected above, who was contacted and what time was correction made?

Any changes or modifications to the project's traffic control?

Flaggers Paid:				Pilot Car Paid:			
0.5	1.0	1.5	Total	0.5	1.0	1.5	Total
Item: _____				Item: _____			
Individual Names				Start Time			
				Stop Time			
				Hours			

Trained Traffic Control Technician ☒ Yes ☐ No

Contractor's Signature Allan Rieb Printed Name ALLAN T. RIEB

12/24/19 Appendix 5-11

- Complex projects cover all sites using multiple diaries
- All days including weekends
- Different times and dates
- All signed
- Signed by trained traffic control technician when installing or removing devices

Flaggers

- Standard Speciation 2528.03 J. and 2528.04 J.
- Properly trained
- Properly equipped and clothed according to flaggers handbook
- Paid by count as follows for shift
 - Less than 4 hours = $\frac{1}{2}$
 - 4 hours but less than 12 = 1
 - 12 or more = 1.5
 - Break flagger paid as flagger provided
 - Necessary and reasonable number
 - Used at least 1 hour in shift
 - Primary duty of employee
- Documented on daily traffic control diary

Pilot Cars

- Standard Speciation 2528.03 K. and 2528.04 I.
- Paid by count as follows for shift
 - Less than 4 hours = $\frac{1}{2}$
 - 4 hours but less than 12 = 1
 - 12 or more = 1.5
 - Additional pilot car paid as pilot car provided
 - Necessary
 - Used at least 1 hour in shift
 - Primary duty of employee
- Documented on daily traffic control diary

9

Flagger and Pilot Car #1

- Flaggers
 - 5
 - 13.75 hours
 - $5 \times 1.5 = 7.5$
- Pilot car
 - 1
 - 13.75 hours
 - $1 \times 1.5 = 1.5$

Daily Traffic Control Diary

Date: 7/22/2020 Day: Wednesday County: Fremont
 Prime: Western Engineering Subcontractor: Rockette Trucking
 Project Number: STP-275-1(4)-2C-36 Time Observed: 10:30 ☒ AM ☐ PM
 Roadway: US 275
 Contractor's Designated Work Shift in Hours: 6:15am-8:00pm Shift Number: ☒ 1 ☐ 2 ☐ 3
 TC - Standard or Detail Used: TC-214 Lane: ☐ Left ☒ Right

Road Work Ahead Sign End Road Work Sign

Station or MP: 490+00 Station or MP: 735+00
☐ EB ☐ WB ☐ SB ☒ NB ☐ EB ☐ WB ☐ SB ☒ NB

Review of Traffic Control and Traffic Operations

	Yes	No	N/A
Signs & devices installed correctly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices in acceptable condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices reflective at night	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary Traffic Signals / PDMS Units (day & night)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Arrow displays working / aimed properly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary luminaires working	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "No" is selected above, who was contacted and what time was correction made?

Any changes or modifications to the project's traffic control?

Flaggers Paid:			Pilot Car Paid:		
0.5	1.0	Total	0.5	1.0	Total
	<u>7.5</u>	<u>7.5</u>		<u>1.5</u>	<u>1.5</u>
Item: <u>380</u>			Item: <u>390</u>		

Individual Names	Start Time	Stop Time	Hours
<u>Brad Hockett (Pilot Car)</u>	<u>6:15</u>	<u>8:00</u>	<u>13.75</u>
<u>Tom Hockett</u>	<u>6:15</u>	<u>8:00</u>	<u>13.75</u>
<u>Dan Montgomery</u>	<u>6:15</u>	<u>8:00</u>	<u>13.75</u>
<u>Jody Demoss</u>	<u>6:15</u>	<u>8:00</u>	<u>13.75</u>
<u>Florida Arnold</u>	<u>6:15</u>	<u>8:00</u>	<u>13.75</u>
<u>Dakota Sinclair</u>	<u>6:15</u>	<u>8:00</u>	<u>13.75</u>

Contractor's Signature: [Signature] Printed Name: Jeremie Steger

01/31/17 Appendix 5-11

- Flaggers
 - 4
 - 1.25 hours
 - $4 \times 0.5 = 2.0$
- Pilot car
 - 1
 - 1.25 hours
 - $1 \times 0.5 = 0.5$

Daily Traffic Control Diary

Date: 10-20-20 Day: TUESDAY County: FREMONT

Prime: WESTERN ENG Subcontractor: _____

Project Number: STP-275-1(41)--2C-36 Time Observed: 10:00 ☒ AM ☐ PM

Roadway: HWY 275

Contractor's Designated Work Shift in Hours: 12 Shift Number: ☒ 1 ☐ 2 ☐ 3

TC - Standard or Detail Used: TC-214 Lane: ☒ Left ☐ Right

Road Work Ahead Sign **End Road Work Sign**

Station or MP: ☐ EB ☐ WB ☐ SB ☒ NB Station or MP: ☐ EB ☐ WB ☒ SB ☐ NB

Review of Traffic Control and Traffic Operations

	Yes	No	N/A
Signs & devices installed correctly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices in acceptable condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices reflective at night	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warning lights working (day & night)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Arrow displays working / aimed properly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary luminaires working	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "No" is selected above, who was contacted and what time was correction made?

Any changes or modifications to the project's traffic control?

Flaggers Paid:				Pilot Car Paid:			
0.5	1.0	1.5	Total	0.5	1.0	1.5	Total
4			2	1			.5
Item: _____				Item: _____			

Individual Names	Start Time	Stop Time	Hours
RON OLSON	9:15AM	10:30AM	1.25
MARIA URQUIDEZ	9:15AM	10:30AM	1.25
ANA URQUIDEZ	9:15AM	10:30AM	1.25
KAYLEEN EAKERS	9:15AM	10:30AM	1.25
VIRGINIA GRIGGITHS	9:15AM	10:30AM	1.25
BENNIE BOOKER	9:15AM	10:30AM	1.25

Contractor's Signature: _____ Printed Name: LIZ BALOUN

03/20/19 Appendix 5-11

- Flaggers
 - 5
 - 9.75 hours
 - $5 \times 1.0 = 5.0$
- Pilot car
 - 1
 - 9.75 hours
 - $1 \times 1.0 = 1.0$

Daily Traffic Control Diary

Date: 10-23-20 Day: FRIDAY County: FREMONT

Prime: WESTERN ENG Subcontractor: _____

Project Number: STP-275-1(41)--2C-36 Time Observed: 10:00 ☒ AM ☐ PM

Roadway: HWY 275

Contractor's Designated Work Shift in Hours: 12 Shift Number: ☒ 1 ☐ 2 ☐ 3

TC - Standard or Detail Used: TC-214 Lane: ☒ Left ☐ Right

Road Work Ahead Sign **End Road Work Sign**

Station or MP: ☐ EB ☐ WB ☐ SB ☒ NB Station or MP: ☐ EB ☐ WB ☒ SB ☐ NB

Review of Traffic Control and Traffic Operations

	Yes	No	N/A
Signs & devices installed correctly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices in acceptable condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs & devices reflective at night	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warning lights working (day & night)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Arrow displays working / aimed properly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary luminaires working	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "No" is selected above, who was contacted and what time was correction made?

Any changes or modifications to the project's traffic control?

Flaggers Paid:				Pilot Car Paid:			
0.5	1.0	1.5	Total	0.5	1.0	1.5	Total
5			5	1			1
Item: _____				Item: _____			

Individual Names	Start Time	Stop Time	Hours
JOSH ANDERSEN	8:15AM	6PM	9.75
RON OLSON	8:15AM	6PM	9.75
MARIA URQUIDEZ	8:15AM	6PM	9.75
ANA URQUIDEZ	8:15AM	6PM	9.75
MIKAYLA ANDERSEN	8:15AM	6PM	9.75
VIRGINIA GRIFFITHS	8:15AM	6PM	9.75
BENNIE BOOKER	8:15AM	6PM	9.75

Contractor's Signature: _____ Printed Name: LIZ BALOUN

03/20/19 Appendix 5-11

Work Zone Crash Notification

- CM 5.23
- Inspector and/or contractor should first notify appropriate medical and enforcement first responders by calling 911
- Severe personal injury and/or fatality require additional notifications
 - Iowa DOT projects
 - Traffic Management Center (515) 237-3300
 - <https://dmampo.org/wp-content/uploads/2019/09/TIM-Field-Guide.pdf>
 - Contractor
 - RCE, DCE, DE
 - Central Construction and Materials Bureau
 - Local agency projects
 - Follow established protocols

13

Work Zone Crash Reporting

- Severe personal injury and/or fatality
- Post incident
- Collect and document
 - Project, route, direction, and location
 - Date and time of crash
 - Contractor
 - Traffic control required in contract documents
 - Traffic control modifications
 - Traffic control installed including pictures and measurements
 - Factual description of crash
- Provided summary to engineer for review and distribution
 - <https://iowadot.gov/erl/current/CM/content/Appendix%205-5.pdf>

14



To Office:	Construction & Materials	Date:	
Attention:	Construction & Materials Engineer	Ref. No.:	<div></div> (Project Number)
From:	<div></div> , RCE	County:	<div></div>
Office:	<div></div> Construction Residency		
Subject:	Severe/Fatal Accident Information		

Following find information relating to a severe or fatal accident that recently occurred on a construction project.

Route Number: _____ Direction: _____ Milepost: _____
Date of Accident: _____ Time of Accident: _____
Contractor: _____

Traffic Control Required in Contract Documents:

Approved Traffic Control Modifications:

[illegible]

cc: Highway Administration Director
Operations Division Director
Construction & Materials Bureau, Traffic Safety Engineer
Strategic Communications Bureau Director
Administration Services Division, Claims Manager
Employee Services Bureau, Director
District Engineer
District Construction Engineer
Traffic Management Center

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 located within the traveled way or median shall be supervised by a Traffic Control Technician trained per [Article 2528.01, C, 1](#) the Traffic Control Technician supervising the installation or removal of temporary traffic control devices and signs shall be on site and document in the daily traffic control diary what was installed or removed.

2528.03 CONSTRUCTION.

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.
 - 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 station 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.

K. Pilot Cars.

1. Pickup trucks or automobiles displaying Contractor's company insignia on doors of the vehicle, equipped with G20-4 signs reading: PILOT CAR - FOLLOW ME. Ensure two signs are mounted on vehicle to be clearly visible from both directions of traffic. Mount signs so bottoms are at least 1 foot above top of vehicle's roof.
2. Operate pilot cars so they maintain a uniform speed through work area, no greater than 40 miles per hour.

2528.04 METHOD OF MEASUREMENT.

I. Pilot Cars.

1. By count for the number of pilot cars used during each work shift. A shift is a scheduled period of work for the Contractor's operations.
2. For a pilot car to be counted:
 - a. Use of the pilot car is necessary and it is used as part of preplanned work that is started that shift and is intended to proceed for a major part of the shift. If used less than 4 hours during a shift, one half pilot car will be counted.
 - b. Use of other pilot cars is necessary and they are used for at least 1 hour during the shift, perhaps intermittently, and this shall be the primary duty of the employee. If used less than 4 hours in a shift, one-half pilot car will be counted. If used at least 4 hours, but less than 12 hours, a total of one pilot car will be counted. If used 12 hours or more, an additional one-half pilot car will be counted for a total of 1.5 pilot cars for the shift.

J. Flaggers.

1. By count for the number of flaggers used during each work shift. A shift is a scheduled period of work for the Contractor's operations.
2. For flaggers to be counted:
 - a. Use of the flaggers is necessary and they are used as part of preplanned work that is started that shift and is intended to proceed for a major part of the shift. If used less than 4 hours during a shift, one-half flagger will be counted. If used at least 4 hours, but less than 12 hours, a total of one flagger will be counted. If used 12 hours or more, an additional one-half flagger will be counted for a total of 1.5 flaggers for the shift.
 - b. Use of other flaggers is necessary and they are used for at least 1 hour during the shift, perhaps intermittently, and this shall be the primary duty of the employee. If used less than 4 hours in a shift, one-half flagger will be counted.

2528.05 BASIS OF PAYMENT.

I. Pilot Cars.

Predetermined contract unit price per each for the number of shifts each pilot car was operated.

J. Flaggers.

1. Predetermined contract unit price per each for the number of shifts each flagger was used.
2. Payment is full compensation for providing trained flaggers according to [Article 2528.03. J.](#)

Traffic Control

1. There are 5 flaggers that work 6.75 hours each and 1 pilot car that works 6.75 hours. How many flagger and pilot car units are paid?
2. True or false, traffic control diaries are required to be completed weekly and turned in weekly.
3. Who submits and who reviews traffic control diaries?
4. How many traffic control technicians is the contractor required to have?
5. What should be done post incident of a serious injury or fatality crash?
6. True or false, the contractor is not required to have a traffic control technician if the traffic control item is subcontracted.

5.23 CONSTRUCTION ZONE CRASH REPORTING

If an Iowa State Patrol officer determines the Iowa DOT needs to make immediate repairs at a construction work zone crash site, the investigating officer will contact the nearest Iowa State Patrol communication base station. They will notify the local maintenance area supervisor who will assess damage to Iowa DOT facilities and take necessary action. The area supervisor will contact the RCE if construction work zone traffic control devices or other items are damaged. The RCE will inform the contractor representative of needed corrective action. When construction work zone crash site does not require immediate corrective action by DOT or contractor representatives, the investigating officer is to report the crash to the RCE within 12 hours.

Investigation Procedure

For crashes resulting in property damage to Iowa DOT facilities, the RCE should identify repair costs. When public traffic is maintained through a project, the Operations and Finance Administration will be responsible for recovering damages from motorists on work that is essentially complete and acceptable. An example is damage to new guardrail on a staged bridge construction. The RCE should identify work status when submitting investigative report. Repair costs and supporting documentation should be submitted on Form 181310 "Memorandum Cost Report." An approved contract modification can be attached to Form 181310 to document costs in lieu of completing that part of the form.

Forms 181300 and 181310 should be forwarded to the Claims Manager, Operations and Finance Bureau within seven days of construction work zone crash. A copy of Form 181300 should be sent to the Construction and Materials Bureau, along with a note on what type of construction activity (i.e. HMA paving, grading, patching, etc.) was occurring at the time of the crash. The RCE office should complete investigation and submit entire file and supporting documents to the Claims Manager as soon as possible.

Crash Notification Procedure

Inspection or contractor staff should report construction work zone crashes to appropriate enforcement authorities (usually Iowa State Patrol for rural Iowa DOT administered projects) and notify appropriate medical responders if needed. Inspection supervisory staff, contractor supervisory staff, and the Traffic Management Center should be notified promptly. Note additional reporting procedures for severe personal injury or fatality crashes.

Reporting of Severe Personal Injury and Fatal Crashes

If a crash results in a severe personal injury or fatality within an Iowa DOT administered construction work zone, immediately notify the Construction and Materials Bureau, Highway Administration Chief Engineer, Operations Bureau Director, Strategic Communications & Policy Bureau, District Engineer, District Construction Engineer, and Traffic Management Center.

Additional information to be gathered and forwarded by email within one working day to the Highway Administration Chief Engineer, Operations Bureau Director, Construction and Materials Bureau, Strategic Communications & Policy Bureau, Claims Manager, Finance Bureau, District Engineer, District Construction Engineer, and Traffic Management Center includes:

- Project Number
- County
- Route Number
- Direction
- Milepost
- Date of Crash
- Time of Crash
- Contractor
- Traffic Control Required in the Contract Documents
- Approved Traffic Control Modifications
- Brief Description of Facts Surrounding Crash
(Do not include hearsay, assumptions, or unsubstantiated facts.)

A sample format is included in [Appendix 5-5](#).

5.29 FLAGGERS & PILOT CARS

Bid Item

Many project plans include a bid item for flaggers or pilot cars. This predetermined price item is based on Davis-Bacon wage rates for the flagger labor classification and for pilot cars it also includes the operating cost of the vehicle.

When the contractor is working split shifts or two shift operations, according to [Specification Article 2528.04](#), a flagger or pilot car must work four hours or more per shift to be counted as one shift. Flaggers or pilot cars working between 1 hour and less than four hours are counted as one half shift. If used 12 hours or more, an additional one-half flagger will be counted for a total of 1.5 flaggers for the shift.

The following guidelines should be used to determine appropriate number of flagger shifts:

- If the contractor has an entire crew working long extended days, then, if working at least 4 hours but less than 12 hours, one flagger shift will be counted for each individual flagger operation. This holds true if the contractor takes an extended lunch break or other breaks due to project traffic control plan requirements, **if the same work crew** returns to work after the break. If working 12 hours or more, 1.5 flagger shifts will be counted for each individual flagger operation.
- If during a single day, distinctly separate shifts with different work crews are worked for-at least 4 hours but less than 12 hours, one flagger shift will be counted for each individual flagger operation per shift. For this option to qualify, the **entire contractor work force must change**. This should not allow a contractor to collect multiple flagger shifts by rotating flagger personnel only. If one of the distinctly separate shifts is worked for 12 hours or more, 1.5 flagger shifts will be counted for each individual flagger operation during that shift.

Method of Measurement

If an item for flaggers and pilot cars is included in the bid proposal, shifts are estimated to determine the low bidder. These bid items often overrun due to contractors using multiple work crews at different locations within the same project.

All flaggers used on construction projects should be measured and paid.

This includes measuring and paying for flaggers that are used solely to control the contractor's equipment at side road haul crossings or ramp crossings in addition to those flaggers used to control the normal public traffic.

The method of measurement is intended to count the flagger or pilot car **operation** and not a specific person or vehicle. For [Standard Road Plan TC-214](#) that crosses a single side road, the count would be as follows for a twelve-hour operation:

- 1 flagger for each flagger station at the ends of the mainline lane closure (2 flaggers total)
- 1 flagger for each flagger located on each side of the side road (2 flaggers total)
- 1 Pilot Car

This intent DOES NOT include measuring and paying for the signal operators at temporary signalized equipment crossings (haul roads). The cost of these signal operators is intended to be included in the lump sum bid price for the temporary traffic signal bid item used at the equipment crossing.

5.40 TRAFFIC QUALITY CONTROL

Contractor involvement in project traffic control was strengthened with the addition of the Traffic Quality Control requirements in the specifications. These additional specification responsibilities were added to emphasize the importance and need for direct contractor involvement in traffic control.

All contractors are required to have an American Traffic Safety Services Association (ATSSA), International Municipal Signal Association, Iowa AGC Traffic Control Technician, Minnesota DOT Traffic Control Supervisor, or Texas Engineering Extension Service Work Zone Traffic Control trained traffic control technician on staff. This trained individual is intended to be in responsible charge of all traffic control duties for the contractor. Other contractor staff may perform the specific Traffic Quality Control responsibilities including completion of the daily traffic control diary, but overall management of the contractor's quality control program for traffic control shall be the responsibility of the certified traffic control technician. Agency staff should perform quality assurance traffic control checks on a random basis, including reviewing the daily traffic control diary. Contractors who fail to provide a trained technician or fail to provide the required daily traffic control diary documentation shall be price adjusted according to [Construction Manual Section 2.53.F](#).

When traffic control problems arise on a project, the Contractor's traffic control technician should be called for an on-site visit to review the traffic control issue(s) at hand. This individual is required to be in responsible oversight of the project's traffic control and should be the primary contractor contact for project staff relating to traffic control issues on the project. Continued traffic control problems may require a written letter to the contractor requesting a review by the traffic control technician. Copies of any correspondence regarding traffic control issues should also be sent to the Construction and Materials Bureau.

One of the more critical responsibilities of the traffic control technician is to ensure that a daily traffic control diary is maintained. [Specification 2528.01, C, 2](#) states that the daily traffic control diary shall be submitted to the Engineer in a format provided by the Contracting Authority. A sample format can be found in [Appendix 5-11](#). The portion of the form that includes the listing of flaggers may be submitted as a separate document, as long as the Engineer receives it on a daily basis.

Entries in the traffic control diary should be made in ink. The daily traffic control diary becomes the property of the Contracting Authority upon completion of the project.

The interval which the diary needs to be submitted to the Engineer should be discussed at the preconstruction conference. A typical interval would be every two weeks for most projects.

For contracts let on or after April 20, 2021, [Specification 2528.01, C, 3](#) requires that the workers who set up and remove temporary traffic control devices within the traveled way or median must be supervised by a trained traffic control technician and that the daily traffic control diary be signed by the trained traffic control technician. This language is intended for complete installations and removals and is not intended to be required when a worker moves or replaces individual devices or signs as part of routine daily maintenance. If the temporary traffic control is installed and removed each day, as in patching or resurfacing contracts, then naturally these workers need to be supervised by a trained traffic control technician and the daily traffic control diary needs to be signed by the trained traffic control technician.

APPENDIX

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 1 of 2

Contract 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>

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

Page 2 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
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

Page 4 of 4

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. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Materials Acceptance Reports

1. What do fabricators/suppliers need to provide for steel covered by group 1 Buy America?
 - Group 1 requires fabricator/suppliers to provide mill test reports for all steel supplied to the project (IM 107).
2. For item 0050, what is the frequency of slump and air testing required and who conducts the testing?
 - Plastic concrete is sampled and tested at a rate of 1 per 30cy by the RCE.
3. What types of projects will have materials acceptance reports?
 - Material acceptance reports will be generated for Iowa DOT projects.
4. Where can the materials acceptance report be found and who would you contact if it is missing?
 - Material acceptance reports are filed in the DocExpress pay items drawer. If it is missing, District Materials can be contacted for it to be created.
5. What IM can be referenced for the information provided on the materials acceptance report?
 - Materials acceptance reports provide a summary of the information contained in the appendices of IM 204.
6. For item 0140 what specification can be referenced?
 - Standard specification 2434.
7. What is the basis of acceptance for item 0140?
 - Approved shop drawings and visual approval by the RCE.
8. For item 0180 what IMs can be referenced?
 - IM 209 and T203
9. What is the basis of acceptance for item 0180?
 - Approved source with a certified document (weigh ticket).

Subcontracts

1. What is the maximum amount of work the contractor may subcontract out?
 - 70% as the contractor is required to do 30%
2. What documents can be referenced to identify the current subcontractors on a project?
 - Either the AA/EEO poster tax exempt document or the subcontractor list generated by the engineer from the electronic.con file.
3. When will form 830231 be used?
 - When the contract has already been signed and a new item is being added that will be subcontracted.
4. Where can the DBE amount for each subcontractor be viewed?
 - Column "A" on the subcontractor list generated by the engineer from the electronic.con file.

Payment

1. What criteria must be met for stockpiled materials payment?
 - Materials must be specifically fabricated or processed for the project, be invoiced, properly documented, stored on the project or offsite, be accessible for inspection, and marked for the project.
2. If work is cancelled by the contracting authority, describe potential material payment obligations.
 - For cancelled work, the contracting authority is obligated to pay invoice costs for materials ordered and delivered not to exceed 80% of the authorized amount of the item plus 10% overhead charge. In addition, any restocking or cancellation expenses must be paid.
3. True or false, incidental items need to be measured.
 - False, incidental items are included as part of the contract item and are not measured or paid for separately.
4. What should be the first step if the contractor has concerns regarding prompt payment?
 - Discuss the situation with the inspector and engineer.
5. How many calendar days does the contractor have to pay the subcontractor after they have received payment from the contracting authority for the subcontractor's work?
 - 7 calendar days after the contractor receives payment for the subcontractor's work.
6. Where can an inspector look in the specification to find guidance on MOM and BOP for a contract item?
 - MOM can be referenced in .04 and BOP in .05 for the item's specification.
7. What are the two ways in which an item can be designated a plan quantity item?
 - By specification or plan quantity agreement.
8. What is the difference between a lump sum item and a plan quantity item?
 - A plan quantity item has a specified MOM and BOP while a lump sum item has no specified MOM and a BOP of 1.

9. A contractor constructing a bridge with a causeway experiences flooding from a rain event that washes away the causeway, is the contractor entitled to costs associated with rebuilding the causeway?
- No, payment is for the work completed and includes associated costs arising from acts of nature, performance or non-performance of other contractors or parties, injections or lawsuits resulting from unforeseen events.
10. What should be included with each entry of a measured item?
- Date
 - Item of work
 - Location including station, left, right, pier number etc...
 - Proper measurements
 - Name of inspectors making measurement
 - Name of inspector entering measurement
11. What is the maximum length of time between progress payments and what is typical for Iowa DOT projects?
- Per specification, monthly is the maximum length of time between progress payments. For Iowa DOT projects bi-weekly progress payments are typical.
12. True or false, it is the inspector's responsibility to resolve all subcontractor prompt pay issues.
- False, subcontractor prompt pay issues should be resolved by the contractor and if unresolved elevated with a written complaint to the Civil Rights Bureau.

Forms

1. What are the 2 types of forms?
 - Progress and support forms.
2. What is the purpose of each type of form?
 - Progress forms are used to document install dates, locations, and field quantity measurements. Support forms are used to document construction inspection activities and field test results.
3. What resource can be used to identify specific forms to be used and an items plan quantity designation?
 - Index to pay items Excel spreadsheet.
4. Using the provided sheets from the index to pay items Excel spreadsheet, what are the progress and support forms for the following items?

Line No	Item Number Item Description	Unit	Form	Support Forms
0030	2402-2721000 EXCAVATION, CLASS 21	CY		
0060	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	CY		
0190	2507-8029000 EROSION STONE	TON		

Line No	Item Number Item Description	Unit	Form	Support Forms
0030	2402-2721000 EXCAVATION, CLASS 21	CY	E004	None
0060	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	CY	E001	E110 E119 E122 E145
0190	2507-8029000 EROSION STONE	TON	E001	None

5. Of the three items, which item is a not a plan quantity item?
 - 0190 erosion stone
6. Where would you look to get additional information for excavation items which may be plan quantity in some cases but not others?
 - Reference the specification for the item, specifically the MOM and BOP.

7. What program are Iowa DOT inspectors using to complete postings and process payments?
 - FieldBook
8. As of April 2022 letting, what program are county inspectors using to complete postings and process payments?
 - Appia
9. True or false, hardcopy forms are never acceptable to use in any case.
 - False, hardcopy progress forms will be used on grade and then transferred into FieldBook or Appia. All support forms are hardcopy.

Bulletin Boards

1. The project is complete except for some erosion control items. Is it acceptable for the contractor to remove the bulletin board?
 - No, the bulletin board must be properly displayed until the project is completed and accepted (435 signed).
2. A new bypass is being constructed and consists of independent structures, grading and paving projects. After 1 construction season grading is completed and accepted, structures are still being built, and paving has not begun. At that time, which projects require bulletin boards?
 - Only the structures project as it is not completed and is active.
3. You review your contract and there is no indication that predetermined wages are in effect. Is the contractor required to display the predetermined wage rate and form WH1321?
 - No, if predetermined wages are not in effect, then these posters do not need to be displayed.
4. Your project lasts 9 months, at a minimum how many times should the board be checked?
 - At a minimum 2 times. Once initially when the project begins and then approximately every six months thereafter.
5. The contractor erects a board that has all of the required posters but is in an area of the project that is gated and locked and is not accessible all of the time. What actions do you take?
 - Discuss the situation with the contractor and ask them to move the board to a location that is easily accessible to all employees.
6. After discussion regarding the inaccessibility of the board, the contractor refuses to move the board. What actions do you take?
 - Inform the engineer and write a non-compliance. Continued non-compliance could result in suspending progress payments or possibly work.

Davis Bacon Wages

1. Where should an inspector check to see if Davis Bacon Wages are in effect?
 - The contract indicates if predetermined wage rates are in effect.
2. What is the definition of the prevailing wage and what two components is it comprised of?
 - Prevailing wage is the minimum amount a contractor must pay a class of employee for work in an area. It is comprised of two interchangeable components, hourly rate and fringe.
3. Where can the hourly rate and fringe be looked up?
 - The predetermined wage rate document identified in the contract identifies the minimum required hourly rate and fringe for various labor classifications in different geographic zones.
4. True or false, Davis Bacon covered contracts require overtime.
 - True, overtime is required to be paid for hours worked in excess of 40 hours per week at 1 ½ times the hourly rate.
5. The hourly rate is \$17.00 and the fringe is \$6.50. What is the total prevailing wage?
 - $\$17.00 + \$6.50 = \$23.50$
6. Using the prevailing wage of \$23.50, identify if the contractor is complying in the following situations
 - \$14.00 cash wages + \$7.00 fringe benefits
 - No, \$21.00 is less than \$23.50
 - \$24.50 in cash wages
 - Yes, \$24.50 is greater than \$23.50
 - \$16.00 in cash wages + \$7.50 fringe benefits
 - Yes, \$23.50 is equal to \$23.50

7. The hourly rate is \$17.00 and the fringe is \$6.50 resulting in a prevailing wage of \$23.50. What is the required overtime rate?

- Overtime is paid at $\frac{1}{2}$ the designated hourly rate or $\frac{1}{2} \times \$17.00 = \8.50 . Adding \$8.50 to the prevailing wage results in a total overtime prevailing wage of \$32.00.

8. Who are Davis Bacon Wages applied to?

- Laborers and mechanics employed by the contractor and subcontractors working adjacent or virtually adjacent to the site of work.

9. Is a certified plant inspector covered by Davis Bacon Wages?

- No, they are exempt from Davis Bacon Wages.

Wage Rate Interviews

1. True or false, wage rate interviews are required for all projects.
 - False, wage rate interviews are required for projects with Davis Bacon Wages.
2. Who conducts the wage rate interviews and what is the minimum frequency?
 - The inspector conducts the wage rate interviews at least once every 6 months, preferably soon after work commences.
3. A subcontractor performs \$7,500 of work on a project. Does a wage rate interview need to be conducted?
 - No, wage rate interviews only need to be conducted for contractors and subcontractors performing more than \$10,000 in work.
4. If a contractor or subcontractor participate in the prevailing wage notification program does a wage rate interview need to be conducted?
 - No, participation in this program pre-certifies that employees are aware of wage rates and fringe benefits.
5. What other checks are conducted and documented on form 650170 in addition to wage rate interviews?
 - Checking the poster board is present, complete, current and in good condition as well as verifying facilities are non-segregated.
6. What two documents will be used when conducting a wage rate interview to verify wage rates?
 - The inspector will need to reference the predetermined wage rate document and a payroll to determine if the employee was paid at a rate equal to or greater than the prevailing wage.

Certified Payrolls

- How are subcontractor certified payrolls submitted?
 - They are submitted through the contractor (prime) and the submittal must be signed by the contractor (prime).
- How frequently are certified payrolls completed and when must they be received?
 - Certified payrolls are completed weekly. They must be submitted to the contracting authority within 2 weeks of the payroll period for the contractor and within 3 weeks of the payroll period for subcontractors.
- Given the following information, verify employee #140 was paid properly on the certified payroll.

Certified Payroll Report

Contractor			Project										Project/Contract #											
Jim Schroeder Construction, Inc. 500 South Second Street Bellevue, IA 52031			4210-17 Dubuque Col/Hwy 61										Payroll Number For Week Ending											
													1 5/19/2018											
Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri	Sat														
#140		Laborer Gr A Zone 2	RT	13	14	15	16	17	18	19		16.50	21.33	351.95	0.17	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
		carpenter tender																						
#140		Fringe Laborer Gr A Zone 2	RT				3.50	3.50	9.50			16.50	1.78	29.37	0.01	DD3041	1,028.32	63.75	14.91	80.00	54.00	0.00	212.66	815.66
#195		Operator Gr A Zone 2	RT					8.50				8.50	30.00	750.00	1.81	DD3043	1,695.00	105.09	24.57	151.00	92.00	150.00	522.66	1,172.34
			OT					1.50	9.50			11.00	45.00											
#371		Carpenter Zone 2	RT				5.50	1.50				7.00	25.00	793.75	1.02	DD3050	1,618.75	100.37	23.47	229.00	79.00	150.00	581.84	1,036.91
			OT					7.50	9.00			16.50	37.50											
#390		Laborer Gr B Zone 2	RT					5.00				5.00	19.48	506.48	0.41	DD3051	1,281.11	79.43	18.58	172.00	61.00	75.00	406.01	875.10
		carpenter tender	OT					5.00	9.00			14.00	29.22											

Employee	Job Class	Vac/Hol	Pro Share	Health	Total
- #26	Operator - Group A	\$ 2.80	\$ 2.47	\$ 8.15	\$ 13.42
- #44	Laborer - Group A	\$ 1.20	\$ 1.66	\$ 3.25	\$ 6.11
- #125	Laborer - Group A	\$ 1.17	\$ 1.66	\$ 4.30	\$ 7.13
- #130	Laborer - Group A	\$ 1.80	\$ 1.66	\$ 3.25	\$ 6.71
- #140	Laborer - Group A	\$ 0.76	\$ 1.66	\$ 4.30	\$ 6.72

- What is the work classification?
- Laborer group A
- What is the zone?
- 2

- What is required hourly rate and fringe for the work classification in the zone?
- Hourly rate = \$21.33
- Fringe = \$8.50
- What is the prevailing wage?
- $\$21.33 + \$8.50 = \$29.83$
- What is the hourly rate on the certified payroll?
- \$21.33
- What is the cash fringe, fringe benefit, and total fringe?
- Cash fringe = \$1.78
- Fringe benefit = \$6.72
- Total fringe = \$8.50
- Does the combination of hourly rate and total fringe from the payroll equal or exceed the prevailing wage?
- $\$21.33 + \$8.50 = \$29.83 = \29.83
- Is the gross pay correct for the hourly rate and cash fringe?
- $16.50 \times 21.33 = 351.95$
- $16.50 \times 1.78 = 29.37$

Disadvantaged Business Enterprise

1. When does the contractor submit the statement of DBE commitment and when does it become a contractual agreement?
 - The statement of DBE commitment is submitted during the bidding process. It becomes a contractual agreement when the contractor signs the contract.
2. Where can an inspector find the DBE goal and the DBE commitment?
 - The DBE goal is found on the proposal and is different than the DBE commitment which can be found on the summary of DBE commitment.
3. What is the difference between the DBE goal and the DBE commitment?
 - The DBE goal is established by the Contracts Bureau as a goal for the project. The DBE commitment is the specific items of work and their amounts the contractor is committing to use DBE's on.
4. True or false, a contractor can simply replace a DBE identified on the DBE commitment if they are not performing.
 - False, any proposed replacement of a DBE must be reviewed by the engineer and then recommended to the Civil Rights Bureau who then must provide written approval.
5. Using the information provided in this section, who are the DBEs being used on the contract and the amounts of each?
 - Dormark Construction Company - \$33,132.44
 - Mid States Rebar and Supply - \$35,850.62
6. Are the DBE items partial or complete items and where can an inspector find out details about partial items?
 - Both items are partial items. Information about what parts of a partial item DBEs are responsible for can be found in subcontractor requests and confirmed at the preconstruction conference.
7. Why is CUF evaluated by the inspector?
 - CUF is a check to ensure the DBE is responsible for coordinating, managing, and completing their item of work for which they receive proper compensation.

8. How should DBE trucking be documented to assure it is tracked and credited?
- It should be identified on a subcontractor request even though trucking is not typically considered a subcontracted item.
9. How frequently should CUF be checked by the inspector and how should it be documented?
- CUF should be checked and observed on an ongoing basis and documented on the DBE CUF checklist.
10. Determine if the following situations are acceptable or unacceptable relative to CUF.
- The DBE is not present at the preconstruction conference and the contractor indicates that they have procured materials necessary for the DBE to complete their work.
 - Unacceptable
 - The DBE owner is regularly on the project communicating with their superintendent and actively managing their schedule and communicating with the contractor.
 - Acceptable
 - The DBE item of work is performed by employees of the DBE and managed by the contractor's superintendent.
 - Unacceptable
 - The DBE leases a typical backhoe and uses the contractor's employees to run it.
 - Unacceptable
 - The DBE leases a crane and uses an operator from the lessor's payroll.
 - Acceptable

Fraud

1. What are potential consequences of fraudulent activities on a project?
 - Decertification as well as federal and state criminal charges potentially resulting in prison and/or fines.
2. What two conditions must exist for an action to be considered fraudulent?
 - Deception and financial or personal gain.
3. What should be done if fraud is suspected?
 - Investigate and document the suspected activity, seek an explanation, report findings to the engineer.
4. Determine if the following situations are acceptable or unacceptable relative to fraud.
 - Your family member owns the company that is a subcontractor on the project you are inspecting.
 - Unacceptable
 - The inspector observes the contractor core the pavement and takes immediate possession of thickness cores for testing.
 - Acceptable
 - The contractor offers the inspector tickets to an Iowa State basketball game.
 - Unacceptable
 - The inspector places markers on grade where air tests will be conducted.
 - Unacceptable
 - Aggregate gradations do not correlate and the plant monitor attempts to obtain and test backup samples but they have already been discarded by the contractor.
 - Unacceptable
 - The contractor is missing material certifications but when asked, produces them quickly and provides a reasonable explanation as to why they were missing.
 - Acceptable

- The contractor employee orders materials for the DBE and supervises and directs DBE employees in completion of the work.
- **Unacceptable**
- Measured quantities are checked independently by another inspector on the project.
- **Acceptable**
- Certifications are provided with dates and lot numbers crossed out and overwritten by hand.
- **Unacceptable**
- Ample notification is provided to allow the contracting authority to witness maturity beam fabrication and breaks.
- **Acceptable**

Contract Period

1. For completion date contracts, what does the inspector track?
 - The inspector tracks and reports the calendar days the contract is not completed beyond the completion date.
2. True or false, work and/or communication can begin without a signed/executed contract.
 - False, work or communication should never begin without a signed/executed contract.
3. What days can working days be charged on?
 - Any calendar day weather or other conditions allow work to be performed on the controlling operation
 - Excluding Saturdays, Sundays, and recognized legal holidays the contractor does not work
 - Excluding work performed on Saturday not requiring inspection
4. The contracting authority fails to provide survey information needed to place the precast culvert which is the controlling operation. Should the inspector charge working days?
 - No, although the weather may allow work other conditions exist beyond the control of the contractor to prevent work from occurring so working days should not be charged.
5. The contractor begins work on the controlling operation and completes 2 hours of work prior to an all-day rain event preventing additional work. How many working days should the inspector charge?
 - No working days should be charged as the contractor only had the ability to work less than ½ of a normal workday.
6. The controlling operation is driving pile. A plan discrepancy is found with the number of pile. While the design discrepancy is being resolved the contractor cannot drive pile but can do some minor excavation and tie some steel cages. Should the inspector charge working days?
 - No working days should be charged, even though some work can continue it is not on the controlling operation.

7. A contractor requests to work on Memorial Day. What should be considered in evaluating their request and would they be charged a working day if allowed to work?
 - When evaluating the request, impacts to traffic as well as potential inspection cost should be considered. If allowed to work, a working day would be charged.
8. On a specified start date contract, the specified start date occurs and the contractor is not on site working. Can working days be charged?
 - Yes, working days can be charged as work is expected to start no later than the specified start date.
9. The specified start date is May 15th. The contractor requests and is approved to begin work on April 15th. When can working days begin to be charged?
 - Working days can begin to be charged on April 15th.
10. For an approximate start date contract, the engineer issues a notice to proceed to the contractor. When can working days be charged?
 - Working days can be charged beginning on the date indicated in the notice to proceed.
11. On an approximate date contract, can work begin prior to the site being available and if so, are days charged?
 - Work can begin prior to the site being available provided the contractor waives delay claims and the engineer approves. Working days are not charged prior to site availability.
12. Work begins prior to the late start date. Can working days be charged?
 - Working days can be charged when work begins on a late start date contract.
13. A contract is signed/executed but for reasons beyond the control of the contractor the signing/execution date is after the late start date. How should working day charges be handled?
 - Working days will not be charged prior to 15 calendar days after the execution of the contract provided work has not started.
14. The contractor has exceeded their working days and the engineer requires the contractor to work past November 15th. How should working days be charged?
 - Working days should continue to be charged until the project is complete or suspension occurs.

15. Where could you check to see if working days are charged during wintertime?

- The contract will indicate if working days should be charged between November 15th and April 1.

16. A contractor is not in liquidated damages and the engineer approves the contractor suspension request and schedule. Working days are not being charged but the contractor fails to complete the work according to schedule and is not on-site? Can working days be charged?

- Yes, even though working days were suspended the contractor has failed to adhere to the schedule and complete work so working days can be charged again.

17. Why is it important for working days to be charged accurately, fairly, and in a timely fashion?

- Exceeding allocated working days can result in liquidated damages which must be resolved by the engineer. Inaccurate, unfair, or poorly communicated working day charges may result in changes or excessively long resolutions.

Contract Modifications

1. True or false, a contract modification is a legally binding change to the contract.
 - True, once signed a contract modification becomes legally binding.
2. What are some other names for a contract modification?
 - Change order or extra work order.
3. A plan quantity item overruns due to a plan error. Is a contract modification required?
 - Yes, an overrun/underrun of a plan quantity item will require a contract modification.
4. An existing measured quantity item overruns by \$25,000. Is a contract modification required?
 - No, as the overrun is less than \$50,000 a contract modification is not required.
5. A \$35,000 item is deleted. Does a contract modification need to be written?
 - No, the item is less than \$50,000 so it can be deleted without a contract modification.
6. The inspector identifies an issue on the project that will require a new item and additional work not accounted for on the contract. What should they do?
 - Notify the engineer and provide information and measurements related to the additional work.
7. Should a contractor be allowed to proceed with additional work prior to approval of the contract modification?
 - No, if approval is not granted or changes occur to the contract modification the contracting authority would have issues paying the contractor properly.
8. Extra work is added to the contract that will be performed by the subcontractor. The cost of the work is agreed to be \$70,000. Is the contractor entitled to markup and if so, how much?
 - Since the extra work is performed by the subcontractor the contractor is entitled to markup. The markup is calculated to be $(0.10 \times \$50,000) + (.05 \times \$20,000) = \$6,000$

9. Who typically writes contract modifications?

- Typically, a contract modification is written by the engineer or senior inspector or supervisor.

10. Describe different ways that contract time can be accounted for on a contract modification?

- The contract time can be indicated as no change, increased by X amount, or will be reviewed later.

Noncomplying Work

1. If there is a noncomplying test and the contractor elects to reject the material and not incorporate it, does a noncompliance and price adjustment or remove and replace need to be issued?
 - No, because the material was not incorporated, resolving the issue.
2. True or false, all noncompliance notices must be accompanied by a price adjustment or remove and replace.
 - False, noncompliance notices can be used to formally put contractors on notice as a warning without price adjustments or remove and replace.
3. Why is it important for an inspector to immediately and clearly verbally notify a contractor of noncomplying test results or work?
 - Allows the contractor to make corrections and stop incorporating noncomplying material or work as soon as possible, limiting risk to the contracting authority and contractor.
4. What is the purpose of a noncompliance notice?
 - Provides formal written documentation of noncomplying material or work and proposed resolution.
5. What is the role of the engineer relative to noncomplying work?
 - Work with the inspector to understand and evaluate the situation and determine if a price adjustment or remove and replace is warranted.
6. What is the role of the inspector relative to noncomplying work?
 - Clearly and immediately communicate the deficiency to the contractor and continue to test until complying. Additionally, document the situation and present findings to the engineer.
7. True or false, all noncompliance issues are clearly defined in the specification and construction manual and require no evaluation of the conditions or situation.
 - False, the specification provides guidance for the most common situations encountered but each situation is unique and should be discussed and evaluated fairly and reasonably by the engineer and inspector.

8. What is price adjustment schedule for the 3rd violation of maintaining traffic control?
- Per CM price adjustment schedule, \$2,000

Erosion Control

1. When is a NPDES General Permit #2 required?
 - For projects with construction activities causing land disturbance of one or more acres.
2. Who is responsible for conduiting inspections and what is the frequency?
 - Joint inspections are conducted by the inspector and contractor at least once every 7 calendar days.
3. What document can be referenced to find the permit authorization number and dates of coverage? Where is the document located?
 - The permit approval letter provides the authorization number and dates of coverage. It can be found in the contract documents drawer in DocExpress.
4. Who is responsible for updating the site map and what can be done if it is not kept current?
 - The contractor is responsible for updating the site map and payment for erosion and sediment control items can be withheld if it is not kept current.
5. What areas can inspections be suspended in?
 - Areas that have been stabilized with a perennial vegetative cover of sufficient density to preclude erosion.
6. A subcontractor will be installing fence posts that require small holes to be augured for concrete anchors. Is the subcontractor required to sign a co-permittee certification statement?
 - Yes, as they are disturbing soil, they are required to provide a signed co-permittee certification statement.
7. True or false, during winter shutdown, inspections are waived as the ground is frozen and the likelihood of erosion is minimal.
 - False, inspections must continue over the winter. Contractor attendance can be waived but not signing reports and addressing issues.

8. When deficiencies are found during an inspection, how long does the contractor have to resolve the issues?
 - Begin corrective actions on deficiencies within 3 calendar days of inspection and complete within 7 calendar days.
9. How long does the contractor have to mobilize in an emergency situation?
 - The contractor must mobilize within 8 hours for an emergency mobilization.
10. True or false, inspectors do not need to provide regulatory agencies access to erosion and sediment control documentation.
 - False, access must be provided per NPDES General Permit #2.
11. What document provides the roadmap for erosion and sediment control requirements?
 - The PPP provides detailed requirements and project specific information relative to erosion and sediment control. It is provided in the plans for every project that has a NPDES General Permit #2.

Traffic Control

1. There are 5 flaggers that work 6.75 hours each and 1 pilot car that works 6.75 hours. How many flagger and pilot car units are paid?
 - $\text{Flaggers} = 5 \times 1 = 5$
 - $\text{Pilot car} = 1 \times 1 = 1$
2. True or false, traffic control diaries are required to be completed weekly and turned in weekly.
 - False, traffic control diaries are completed daily and turned in regularly based on the agreement between the engineer and contractor.
3. Who submits and who reviews traffic control diaries?
 - Traffic control diaries are submitted by the contractor and reviewed by the inspector.
4. How many traffic control technicians is the contractor required to have?
 - A minimum of 1 per staff and they or another traffic control technician must supervise installation or removal of traffic control signs and devices.
5. What should be done post incident of a serious injury or fatality crash?
 - Collect and document information about the incident and traffic control and provide a summary to the engineer for review and distribution.
6. True or false, the contractor is not required to have a traffic control technician if the traffic control item is subcontracted.
 - False, the contractor is required to have a traffic control technician even if the traffic control item is subcontracted.