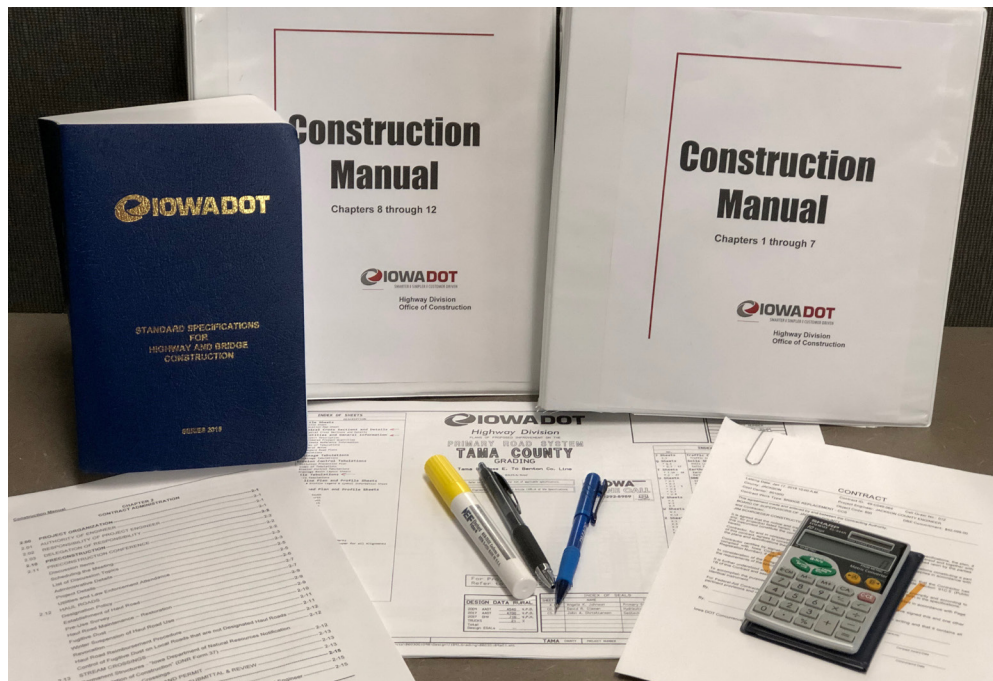


# CONTRACT ADMINISTRATION INTRODUCTION INSTRUCTION MANUAL 2025-2026



**TECHNICAL TRAINING AND  
CERTIFICATION PROGRAM**





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# INTRODUCTION



Section 1 -  
Introduction

# Iowa DOT Contract Administration Introduction

1

## Housekeeping

- Introductions
  - Instructors
  - Students
- Schedule
- No test
- Iowa DOT function code - 197
- Participation and experiences encouraged please omit specific names and organizations

# 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
- 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

- Terminology, organizational structure, contacts, and key web pages
- Contract documents
- Contract
- Title VI
- Roles and responsibilities
- Web pages and computer programs



# Book

- Contact information for each District and Local Systems Bureau
- Topics covered with PowerPoint slides
  - Summary of information in key points
  - References to specification and Construction Manual (CM)
  - Excerpt and/or highlights of specifications
  - Links
- Appendix
  - Questions and answers

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# Objectives

- Understand the organizational structure and function of the Iowa DOT and Local Systems Bureau related to contract administration
- Identify points of contact for assistance with contract administration
- Recognize the different types of contract documents and understand how to access them, what information they provide, and their hierarchy

# Objectives

- Be knowledgeable of contract administration roles and responsibilities
- Become familiar with webpages and programs used to access and store contract administration data/information
- Acquire foundational knowledge to perform as an entry level inspector and eventually progress into more advanced contract administration activities

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# Supplemental Training

- 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
- AASHTOWare Project (AWP) or Appia, – group training

1-4

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# Questions



# **CONTACT INFORMATION**



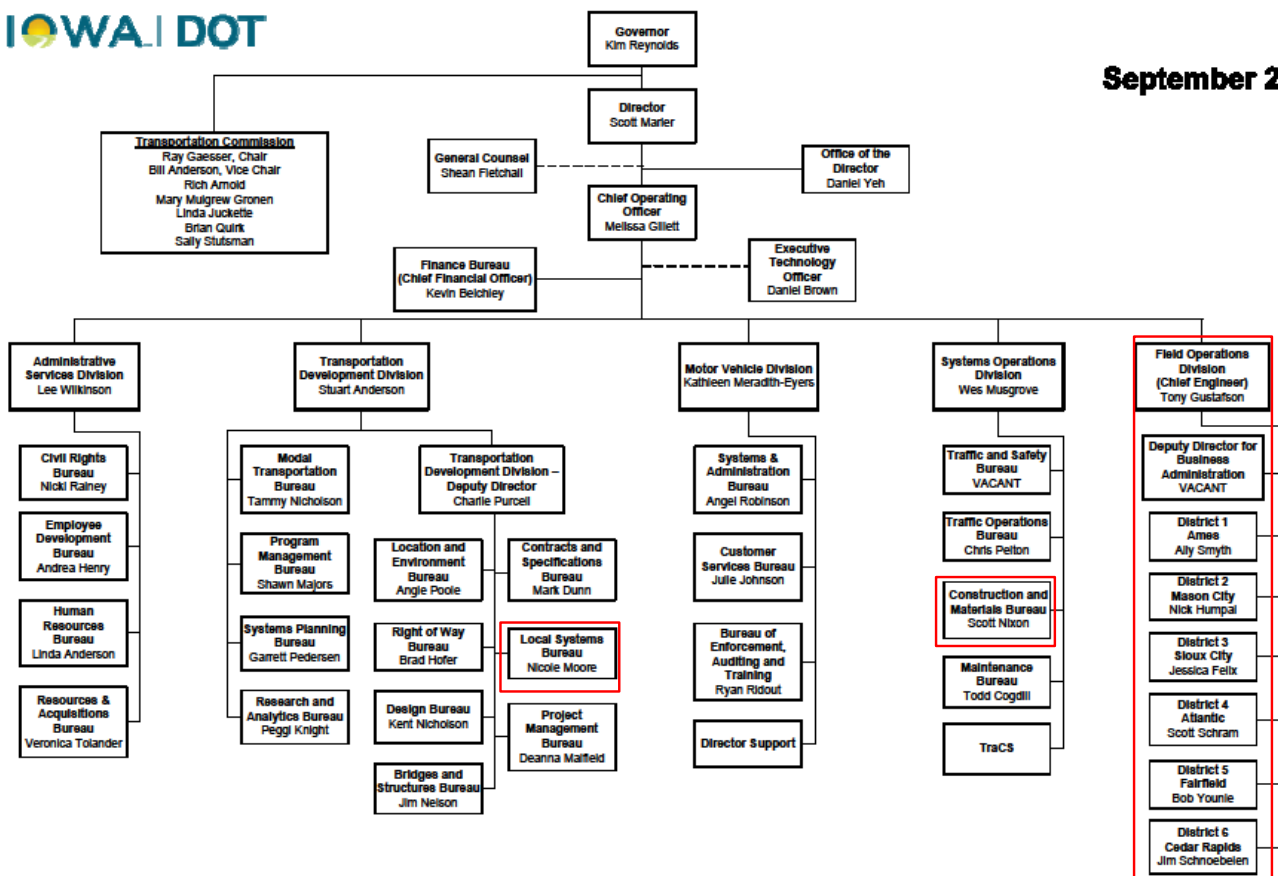
Section 2 –  
Terminology,  
Organizational  
Structure,  
and Contacts

# Iowa DOT Contract Administration Introduction

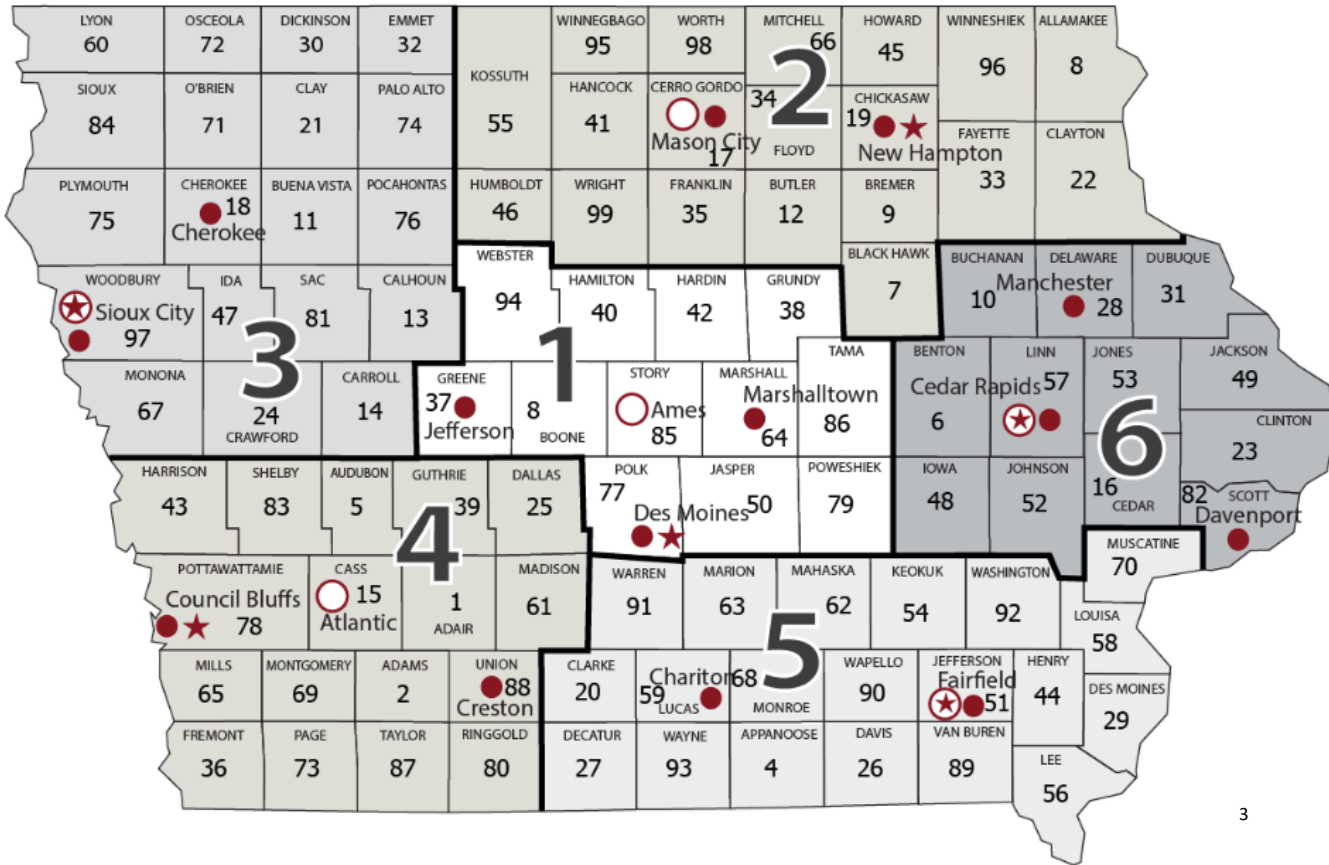
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September 2025



2



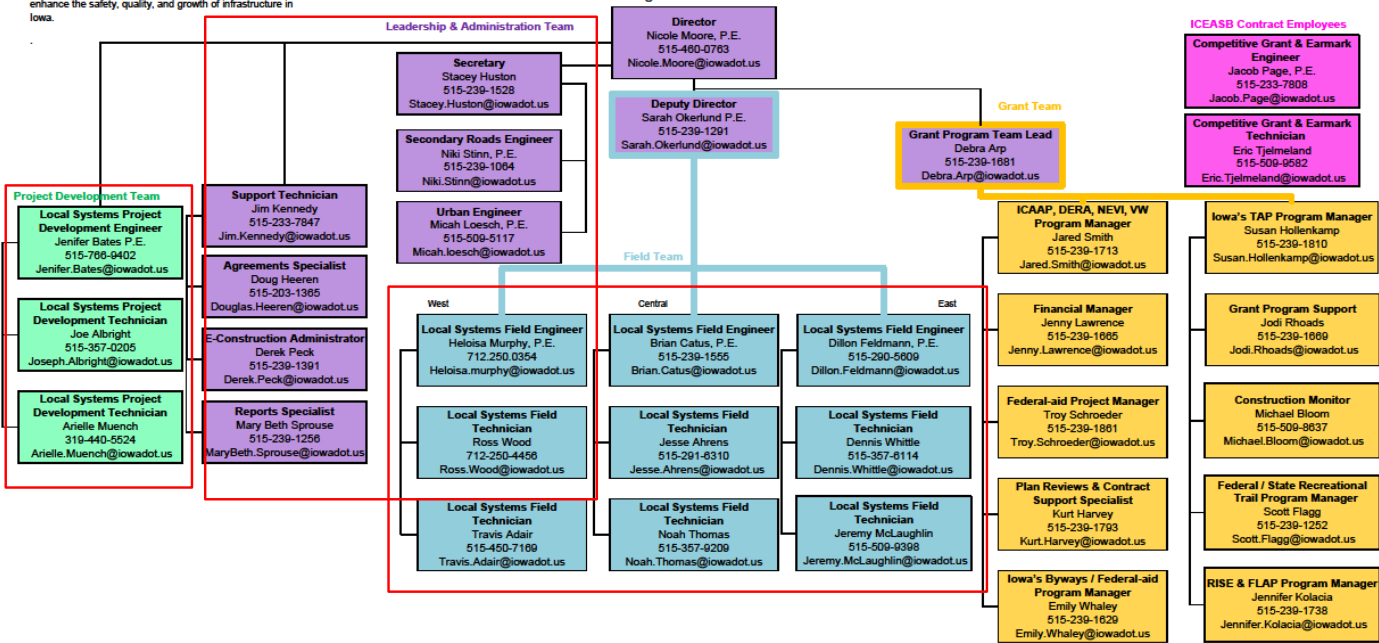
3

Local Systems Mission Statement  
Serve and support transportation partners in the funding, development and implementation of their projects to assist with compliance of state and federal policies and procedures. Through collaboration, the Local Systems Bureau strives to enhance the safety, quality, and growth of infrastructure in Iowa.

June 2025

Local Systems Bureau

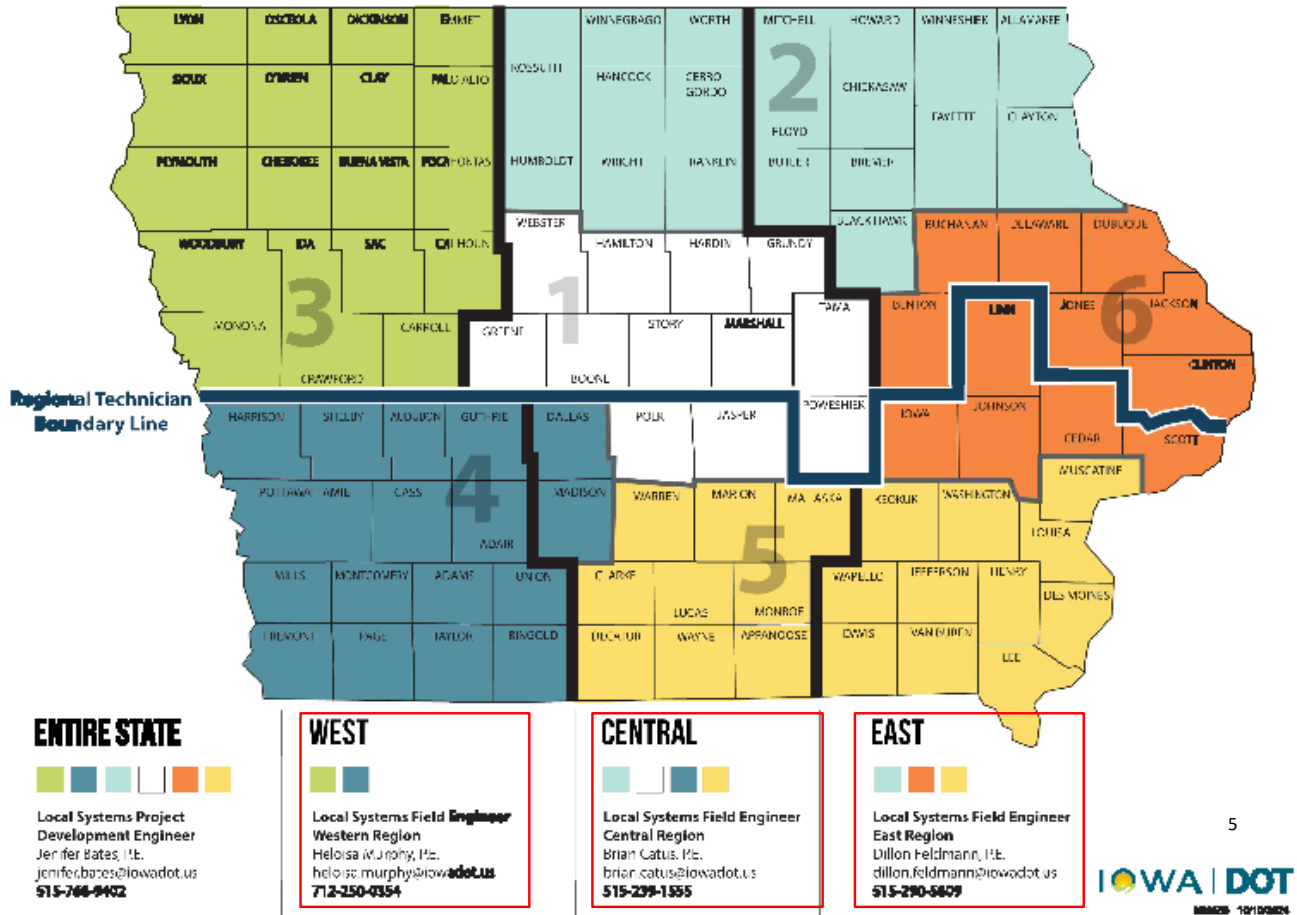
Organization Chart



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# LOCAL SYSTEMS REGIONS



## TECHNICAL TRAINING AND CERTIFICATION PROGRAM CONTACT INFORMATION

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or

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Cedric Wilkinson	E-Construction Program Administrator	563-391-2750
Jennifer Strunk	FieldManager/FieldBook/Doc Express	641-344-0044
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Jeff DeVries	Materials Testing Engineer	515-239-1237
Chris Brakke	Pavement Design Engineer	515-239-1882
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Elijah Gansen	PCC Field Engineer	515-233-7865
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Curtis Carter	Senior Structures Field Engineer	515-239-1185
Jesse Peterson	Structures Field Engineer	515-239-1159
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Vacant	District 2 Materials Engineer	641-423-8516
Vacant	District 3 Materials Engineer	712-251-0808
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## ORGANIZATIONS CONTACT INFORMATION

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Iowa Prestress Association  
Dennis Drews 402-291-0733

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## DISTRICT 1

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Heath Smidt	Smoothness / Metro Aggregate Inspector	<a href="mailto:Heath.Smidt@IowaDOT.us">Heath.Smidt@IowaDOT.us</a>		515-357-1281
	General D1 Materials	<a href="mailto:DOT.D1Materials@IowaDOT.us">DOT.D1Materials@IowaDOT.us</a>		
Grimes RCE (Residency 12)	515-261-9501			
Jefferson RCE (Residency 13)	515-386-0301			
Marshalltown RCE (Residency 15)	641-752-4657			

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## DISTRICT 2

Main Office: District 2 Office  
428 43rd Street SW, Mason City, IA 50401  
641-423-7584

\* New Hampton Construction Office: 2224 225th Street, New Hampton  
641-394-3161

\* Mason City Construction: 428 43rd Street SW, Mason City, IA 50401  
641-422-1884

NAME	JOB RESPONSIBILITY	E-MAIL ADDRESS	WORK PHONE	CELL PHONE
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Gene Welter	Waterloo Materials Area Inspector	<a href="mailto:eugene.welter@iowadot.us">eugene.welter@iowadot.us</a>	319-233-4689	319-231-2297
Jason Ryan	Decorah Materials Area Inspector	<a href="mailto:jason.ryan@iowadot.us">jason.ryan@iowadot.us</a>	563-382-3633	563-380-5167
Steve Mariner	Mason City Materials Area Inspector	<a href="mailto:steven.mariner@iowadot.us">steven.mariner@iowadot.us</a>	641-422-9429	641-430-4399
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Gene Welter	Black Hawk, Bremer, Butler, Floyd, Franklin County
Jason Ryan	Allamakee, Chickasaw, Clayton, Fayette, Howard, Mitchell, Winneshiek, and E of I-35 Worth County

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## DISTRICT 3

Main Office:

6409 Gordon Drive  
Sioux City, IA 51106  
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NAME	POSITION	WORK PHONE	CELL PHONE	JOB RESPONSIBILITY
Jason Klemme	Construction Engineer	712-274-5826	712-261-0054	
Vacant	Materials Engineer	712-202-0806	712-261-0731	Office Staff/ Final Project Acceptance/ Training Classes and Registration
Alex Crosgrave	Matis. Tech 5	712-202-0809	712-539-1318	Lead Worker/ Office / Staff
Jakob Lang	Transportation Engineer Associate	712-202-0806	515-567-0368	Lead Worker/ Office / Staff
Tim Smith	Matis. Tech 4	712-202-0801	712-539-1314	PCC Technician
Tom Dibble	Matis. Tech 4	712-202-0804	712-490-8581	HMA Technician
Kie Ahrens	Matis. Tech 4	712-202-0813	N/A	HMA Lab Chief
Anthony Willman	Matis. Tech 4	712-202-0815	605-653-9024	Pavement Profiles/ Steel Fabrication/ Wood Suppliers/ Field Welders
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Marcia Buthmann	Hma Tech	<a href="mailto:Marcia.Buthmann@iowadot.us">Marcia.Buthmann@iowadot.us</a>	712-243-7653	712-250-0329
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Fred Schmidt	Matls Fab 1 C.B Lab	<a href="mailto:Frederick.Schmidt@iowadot.us">Frederick.Schmidt@iowadot.us</a>	712-366-0408	712-250-0338
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**District Office:**

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 Fairfield, IA 52556  
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 800-766-4368  
 Fax: 641-472-3622

**Materials Office**

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 Fairfield, IA 52556  
 Phone: 641-472-4171  
 800-766-4368  
 Fax: 641-472-3622

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Helen R. Bailey	Materials Technician 5	641-469-4036	319-759-5408
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
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Vacant	Materials Fabrication Inspector 1		
Darrick Bielser	District Construction Engineer	641-469-4045	515-450-9114
Dale Harmon	Engineering Technician Senior	641-469-4004	641-919-2240
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Joe Wadsworth	Area Inspector	<a href="mailto:joseph.wadsworth@iowadot.us">joseph.wadsworth@iowadot.us</a>		515-291-6576
Jon Steapp	PCC Quality Assurance / Nuclear	<a href="mailto:jon.steapp@iowadot.us">jon.steapp@iowadot.us</a>	319-366-0446	319-560-3889
Tammy Siebert	Engineering Office Assistant 2	<a href="mailto:tammy.siebert@iowadot.us">tammy.siebert@iowadot.us</a>	319-730-1501	

Summer Highway Techs				
Justin Kirkpatrick	Independant Assurance Sampling/Testing	<a href="mailto:justin.kirkpatrick@iowadot.us">justin.kirkpatrick@iowadot.us</a>	319-366-0446	319-538-4166
Quinton Cook	Aggregate Inspector	<a href="mailto:quinton.cook@iowadot.us">quinton.cook@iowadot.us</a>	319-366-0446	319-560-4428
District 6 Materials Fax	319-730-1565			
Davenport Lab Fax	563-823-4359			

Counties of Inspection
Garrity: Dubuque, Jones, Buchanan, Delaware, Jackson
Wadsworth: Scott, Cedar, Clinton, Johnson, Iowa
Dutra: Linn, Benton, Iowa

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## District Auditors

- District 1: Joshua Goines      Phone: 515-239-1162  
Email: [joshua.goines@iowadot.us](mailto:joshua.goines@iowadot.us)
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Marv May      Phone: 641-472-3103  
Email: [Marv.May@iowadot.us](mailto:Marv.May@iowadot.us)
- District 6: Heather Gugler      Phone: 319-286-4957  
Email: [Heather.Gugler@iowadot.us](mailto:Heather.Gugler@iowadot.us)



# Terminology

- Contract – legally binding two-party agreement to provide work in return for payment
- Work – furnishing all labor, materials, equipment, and incidentals necessary to meet the requirements of the contract
- Contract item – specific unit of work described by a quantity, units, unit price, and bid amount (item, line item, bid item, pay item)
- Contract documents – various documents that describe the scope/quantity and quality of work to be performed
- Contract period – number of working days allowed for completion of the contract
- Contract administration – inspecting, documenting, and paying for work completed while ensuring all applicable rules and regulations are met

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# Terminology

- Contracting authority – agency that develops the contract documents and lets the work
  - Iowa DOT – organization responsible for interstate and primary roads
  - Local agency – city or counties responsible for non-interstate and primary roads
- Engineer – individual responsible for oversighting inspectors and certifying contract administration is completed properly
- Inspector – individual acting on behalf of the engineer directly responsible for inspection and contract administration
- District Materials Engineer – individual responsible for certifying materials incorporated and testing completed meets contract requirements
- Consultant – private company hired by the contracting authority that can provide engineer and/or inspector service

# Terminology

- Contractor – private company that enters into contract with the contracting authority to complete the work (prime contractor, prime)
- Subcontractor – private company that completes work for the contractor (sub)
- Inspection – overseeing and documenting of work being performed and materials being incorporated to ensure they meet contract requirements
- Full list can be found in 1101.03 and appendix

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# Acronyms

- CM – construction manual
- IM – instructional memorandum
- SP – special provision
- DS – developmental specification
- SS – supplemental specification
- LPA – local public agencies (cities and counties)
- DBE – disadvantaged business enterprise
- CUF – commercially useful function
- EEO/AA – equal employment opportunity/affirmative action
- DME – district materials engineer
- RCE – resident construction engineer
- FHWA – federal highway administration
- MAPLE – materials approved products list enterprise
- ERL – electronic reference library
- Full list can be found in 1101.02

# Questions



## **Section 1101. Definitions**

### **1101.01 GENERAL.**

- A.** Wherever in these specifications or other contract documents the following definitions terms, or both, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer."

- B.** The titles or headings of the sections and articles herein or referred to on the plans are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

- C.** The contract documents may reference specifications or standards that have been issued by organizations such as AASHTO, ASTM, ANSI, etc. In such instances the reference being made is to the specification or standard that is in effect four weeks prior to letting unless a specific date or year of issue is provided.

### **1101.02 DEFINITIONS OF ABBREVIATIONS.**

Wherever the following abbreviations are used in these specifications or in the contract documents, they are to be construed the same as the respective expressions represented:

AA - Affirmative Action  
AAD - Average Absolute Deviation  
AAN - American Association of Nurserymen  
AAR - Association of American Railroads  
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials  
ABI - Average Base Index  
ABS - Acrylonitrile-Butadiene-Styrene  
ACI - American Concrete Institute  
AGC - Associated General Contractors of America  
AIA - American Institute of Architects  
AISC - American Institute of Steel Construction  
ALS - American Lumber Standards  
AMG Automated Machine Guidance  
ANSI - American National Standards Institute  
APA - American Plywood Association  
API - American Petroleum Institute  
APWA - American Public Works Association  
ATSSA - American Traffic Safety Services Association  
ARA - American Railway Association  
AREA - American Railway Engineering Association  
ARI - Air-Conditioning and Refrigeration Institute  
ASA - American Standards Association  
ASCE - American Society of Civil Engineers  
ASLA - American Society of Landscape Architects  
ASTM - American Society for Testing and Materials  
AWPA - American Wood Preservers Association  
AWS - American Welding Society  
AWWA - American Water Works Association  
BSC - Bituminous Seal Coat  
CADD - Computer Aided Design and Drafting  
CFR - Code of Federal Regulations  
CIR - Cold In-place Recycling  
CLSM - Controlled Low Strength Material  
CMP - Corrugated Metal Pipe  
CPM - Critical Path Method  
CRSI - Concrete Reinforcing Steel Institute

**DBE** - Disadvantaged Business Enterprise  
 DFT - Dry Film Thickness  
 DIP - Ductile Iron Pipe  
**DNR** - Department of Natural Resources  
**DOJ** - Department of Justice  
**DOL** - Department of Labor  
**DOT** - Department of Transportation  
 DTM - Digital Terrain Model  
 EEI - Edison Electric Institute  
**EEO** - Equal Employment Opportunity  
 EIA - Electronic Industries Association  
**EPA** - Environmental Protection Agency  
 FAA - Federal Aviation Administration  
**FHWA** - Federal Highway Administration  
 FR - Federal Register  
 ESAL - Equivalent Single Axle Load  
 FSS - Federal Specifications and Standards  
 GGBFS - Ground Granulated Blast Furnace Slag  
 GPS - Global Positioning System  
 GRI - Geosynthetic Research Institute  
 GSA - General Services Administration  
 HDPE - High Density Polyethylene Pipe  
**HMA** - Hot Mix Asphalt  
 IAC - Iowa Administrative Code  
 ICN Iowa Communications Network  
 IMSA - International Municipal Signal Association  
 ID - Identification  
 I/D - Incentive/Disincentive  
 IMSA - International Municipal Signal Association  
 IEEE - Institute of Electrical and Electronics Engineers  
 IES - Illuminating Engineering Society  
 ICEA (or IPCEA) - Insulated Cable Engineers Association  
 IMSA - International Municipal Signal Association  
 ITE - Institute of Transportation Engineers  
 ITS - Intelligent Transportation Systems  
 JMF - Job Mix Formula  
 LSL - Lower Specification Limit  
 MASH - Manual for Assessing Safety Hardware  
 Materials I.M. - Materials Instructional Memorandum  
 MDPE - Medium Density Polyethylene  
 MUTCD - Manual on Uniform Traffic Control Devices  
 NCHRP - National Cooperative Highway Research Program  
 NEC - National Electrical Code  
 NEMA - National Electrical Manufacturers Association  
 NESC - National Electrical Safety Code  
 NFPA - National Fire Protection Association  
 NPDES - National Pollution Discharge Elimination System  
 NRTL - OSHA Nationally Recognized Testing Laboratory  
 NSF - National Sanitation Foundation  
 OSHA - Occupational Safety and Health Administration  
 OTDR - Optical Time Domain Reflectometer  
 PE - Polyethylene  
**PCC** - Portland Cement Concrete  
 PLS - Pure Live Seed  
 PPM - Parts Per Million  
 PVC - Polyvinyl Chloride  
 PWL - Percent Within Limits  
 QM-A - Quality Management - Asphalt  
 RAM - Recycled Asphalt Material  
 RAP - Recycled Asphalt Pavement  
 RAS - Recycled Asphalt Shingles  
 RCAP - Reinforced Concrete Arch Pipe

RCP - Reinforced Concrete Pipe  
ROW - Right-of-Way  
SAE - Society of Automotive Engineers  
SDR - Standard Dimension Ratio  
SDS Safety Data Sheet  
SSPC - Steel Structures Painting Council  
**SUDAS** - Statewide Urban Design and Specifications  
SWPPP Storm Water Pollution Prevention Plan  
TIA Telecommunications Industries Association  
TSB - Targeted Small Business  
TSR - Tensile Strength Ratio  
UL - Underwriters' Laboratories, Inc.  
US - United States  
USC - United States Code  
USL - Upper Specification Limit  
VCP - Vitrified Clay Pipe  
VE - Value Engineering  
VMA - Voids in Mineral Aggregate  
VOC - Volatile Organic Compound  
WMA - Warm Mix Asphalt

### **1101.03 DEFINITION OF TERMS.**

#### **Acceptable Work.**

Work in reasonably close conformance with the contract requirements.

#### **Addendum.**

A revision to the contract documents written and issued after the notice to bidders, and prior to the advertised time for receipt of proposals. Changes reflected in the Addendum shall govern over all other contract documents.

#### **Advertisement.**

The public announcement, publication, or solicitation, as required by the Contracting Authority, inviting bids for work to be performed or materials to be furnished.

#### **Affiliates.**

Affiliate companies that have any individual who is an officer, director, or partner in both companies, or if one or more persons or entities own or control 20% or more of the stock of both companies.

#### **Approval for Award.**

The acceptance by the Contracting Authority of a bid.

#### **Approved Equal (Equivalent).**

A product or material that, upon review of the Engineer, is determined to meet or exceed the requirements called for by the specifications. Upon approval, the item will be allowed in lieu of the specified material or product.

#### **Approximate Start Date.**

A calendar day shown on the proposal on which it is anticipated, at the time of letting, that conditions will be such as to permit the Contractor to commence work.

#### **Assignment of Contract.**

The written agreement whereby the Contractor sells, assigns, or transfers rights in the contract to any person, firm, or corporation.

#### **Award.**

The execution of the contract.

#### **Backslope.**

The sloping surface of a cut, borrow pit, or ditch of which the downward inclination is toward the traveled way.

#### **Bid Amount.**

The aggregate sum obtained by totaling the amounts arrived at by multiplying the number of units of each class of work, as shown in the proposal form, by the unit price specified in the proposal form for that class of work.

**Bid Bond.**

See Proposal Guaranty.

**Bidder.**

An individual, firm, corporation, or joint venture submitting a bid for the advertised work.

**Bid Item.**

See Contract Item (Pay Item).

**Board or County Board.**

The County Board of Supervisors as constituted under Chapters 39 and 331, Code of Iowa.

**Bridge.**

Any structure, including supports, erected over a depression or an obstruction, such as water, a highway, or a railroad, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.

**Length.** The length of a bridge structure is the overall length measured along the line of survey stationing back-to-back of backwall of abutments, if present, or otherwise end to end of the bridge floor, but in no case is less than the total clear opening of the structure.

**Roadway Width.** The clear width measured at right angles to the longitudinal center line of the bridge between the bottom of curbs or guard timbers or in the case of multiple height of curbs, between the bottoms of the lower risers.

**Calendar Day.**

Every day shown on the calendar.

**Change Order.**

A written order to the Contractor, signed by the Engineer, ordering a change in the performance of work or furnishing of materials, from that originally shown by the contract documents. Change orders duly signed and executed by the Contractor constitute authorized modifications of the contract, and may be performed at contract unit prices, agreed prices, or on a force account basis, as provided elsewhere in these specifications.

**Channel.**

A natural or artificial water course.

**Chief Engineer.**

A Professional Engineer licensed in the State of Iowa and appointed by the Director of the Department of Transportation.

**Classes of Work.**

The divisions made for the purpose of measuring and paying for labor to be performed or materials to be furnished according to the methods of construction involved, as indicated by the items for which bids have been received for each specific contract.

**Commencement of Work.**

Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents and which require inspection within the right-of-way; or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available to the site, but the operations are prevented by weather or soil conditions.

**Commission.**

The State Transportation Commission as constituted under the laws of the State of Iowa (which is the party of the first part in the contracts let in behalf of the State, of which these specifications are a part).

**Commissioner.**

A member of the State Transportation Commission.

**Completion Date.**

The Date on which all work specified in the contract is completed.

**Contract (Also Contract Documents).**

The written agreement between the Contracting Authority and Contractor setting forth obligations of the parties thereunder, including but not limited to, performance of the work, furnishing of labor and materials, and basis of payment. The contract includes the following:

- Addendum,
- Contract bond,
- Contract form,
- Materials Instructional Memorandums,
- Notice to Bidders,
- Notice to Proceed,
- Plans,
- Proposal,
- Special Provisions,
- Standard Specifications, including General Supplemental Specifications,
- Developmental Specifications,
- Supplemental Specifications, and
- Any change orders and agreements which are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.
- Digital contract files specified in the contract documents.

**Contract Bond.**

The bond executed by the Contractor and the Contractor's surety in favor of the party of the first part, guaranteeing the faithful performance of the obligation assumed by the contract and the payment of all debts pertaining to the work.

**Contract Item (Pay Item).**

A specifically described unit of work for which a price (either unit or lump sum) is provided in the contract.

**Contract Period (Also Contract Time).**

The number of working days allowed for completion of the contract, including authorized time extensions.

**Contract Sum.**

The aggregate sum obtained by totaling the amounts arrived at by multiplying the number of units of each class of work, as shown in the contract, by the unit price specified in the contract for that class of work.

**Contract Unit Price.**

The price bid by the Contractor for one unit of work, as defined by the specifications.

**Contracting Authority.**

The governmental body, board, commission, or officer having authority to award a contract.

**Contractor.**

The individual, firm, corporation, or joint venture contracting with the Contracting Authority for performance of prescribed work.

**Contractor's Financial Statement.**

The specified forms on which a contractor shall furnish required information as to the Contractor's ability to perform and finance the work.

**Controlling Item of Work.**

The Controlling Item of Work is the unique activity of a contract that will determine the duration of the construction period. The character of this work may change during the construction period. It is the work that could be in progress at any time that would have the greatest influence on the duration of the construction period.

**County.**

Party of the first part in the contract, let by a County Board of Supervisors, of which these specifications are a part.

**County Auditor.**

The auditor of the contracting county duly elected under Chapter 39, Code of Iowa.

**County Engineer.**

A Professional Engineer licensed in the State of Iowa and appointed by the County Board of Supervisors.

**Culvert.**

A structure not classified as a bridge or storm sewer which provides an opening under a roadway or embankment, except that such term shall not include tiles crossing the road, or intakes thereto, where such tiles are part of a tile line or system designed to aid subsurface drainage.

**Deficient Work.**

Work not in reasonably close conformance with the contract requirements, or otherwise inferior, but in the opinion of the Engineer, reasonably acceptable for its intended use and allowed to remain in place.

**Department of Transportation (the Department).**

The Department of Transportation, as defined in Iowa Code 307.

**Developmental Specifications.**

Additions and revisions to the standard, general supplemental, and supplemental specifications covering the development of new construction items or changes to a process. They only apply to a project when noted in the proposal form.

**Divided Highway.**

A highway with separate roadways for traffic in opposite directions.

**Drainage Ditch.**

An artificially constructed open depression, other than a road ditch, which is constructed for the purpose of carrying off surface water.

**Electronic Support File.**

A file provided to the Contractor for their convenience that is not part of the contract documents. Electronic support files may include, but are not limited to:

- Machine control data files.
- Tabulations of plan quantities.
- Earthwork files.
- Alignment files.
- Soil testing data files.
- CADD files.

**Employee.**

Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.

**Engineer.**

For the Department, the Engineer is the Chief Engineer. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and authorized representative of the Contracting Authority. For privately contracted projects, with improvements that will become publicly owned, the Engineer is the authorized representative of the public entity ultimately accepting ownership of the improvements. For all other projects, the Engineer is the owner's authorized representative.

The Engineer may act directly or through duly authorized representatives, acting within the scope of the duties assigned to the Engineer, or the authority given the Engineer.

**Equipment.**

All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for proper construction and acceptable completion of the work.

**Extra Work.**

Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract within its intended scope and authorized by the Engineer.

Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.

**Foreslope.**

The sloping surface of an embankment, ditch, or borrow pit of which the downward inclination is away from the traveled way.

**General Supplemental Specifications.**

Specifications adopted by the Department's Specification Committee subsequent to the publication of this book. They contain changes to the Standard Specifications and apply to all contracts. Published in April and October each year.

**Grade Separation.**

A structure, with its approaches, which provides for highway or pedestrian traffic to pass without interruption over or under a railway, another highway, road, or street.

**Haul Road.**

A corridor of land, when so designated in the contract documents, either private or public, of which the right to use is acquired by the Contracting Authority for the purpose of hauling equipment, materials, or machinery either as vehicles or vehicles with loads, where these vehicles or vehicles with loads exceed the provisions of Iowa Code 321, governing size, weight, and load. (Not to be confused with temporary Primary Road haul road.)

**Holidays.**

The following holidays are observed by the Department:

New Year's Day, January 1,  
Martin Luther King, Jr.'s Birthday, third Monday in January,  
Memorial Day, last Monday in May,  
Independence Day, July 4,  
Labor Day, first Monday in September,  
Veterans Day, November 11,  
Thanksgiving Day, fourth Thursday in November,  
Friday after Thanksgiving Day, and  
Christmas Day, December 25.

**Independent Contractor.**

Any person, firm, or corporation who contracts with the Contractor to perform a service for which the basis of payment is in terms of units of service rather than salary or wages.

**Inspector.**

The authorized representative of the Engineer assigned to make a detailed inspection of any or all portions of the work, or materials.

**Institutional Road Project.**

A project on the institutional road system of highways at any state institution.

**Instruction to Bidders.**

See Notice to Bidders.

**Intermediate Contract Period.**

A period of working days shown on the proposal form specifying the time of completion for a specific item or portion of work on a contract.

**Interstate Project.**

A Primary project on the Federal System of Interstate and Defense Highways. Includes projects on county and city road bridges over the Interstate.

**Item.**

See Contract Item.

**Joint Bid.**

A firm proposal submitted by two or more qualified bidders who have been authorized to bid jointly by the Contracting Authority on a specific proposal, in which case bidders will be held individually and collectively responsible for completion of the work involved in any contract resulting from such proposal.

**Joint Venture.**

The joining of two or more qualified contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single proposal.

**Jurisdiction.**

Political subdivision acting through its governing body or through the authorized representatives of such governing body when so authorized.

**Jurisdictional Engineer.**

See Engineer.

**Laboratory.**

The testing laboratory of the Contracting Authority or any other testing laboratory which may be designated in the contract documents.

**Late Start Date.**

A calendar day shown on the proposal form specifying the latest date on a contract that the Contractor is to commence work.

**Legal Axle Load.**

A maximum axle load of 20,000 pounds, as defined in Iowa Code 321.

**Liquidated Damages.**

The dollar amount, determined by the Department and set forth in the contract documents, as an estimate of the damage to the Contracting Authority or the public for delay in completion of the work.

**Lump Sum.**

The contract amount is complete payment for all work described in the contract documents and necessary to complete the work for that item. Changes in payment will be made for obvious errors or authorized additional work that was not included in the work to be bid by lump sum.

**Major Item of Work.**

Any contract item (pay item) for which the original contract amount plus authorized additions is more than 10% of the total original contract sum or \$50,000, whichever is less.

**Manhole.**

See Utility Access.

**Materials.**

Any substances specified for use in the construction of the project and its appurtenances.

**Materials Instructional Memorandum (Materials I.M.).**

This is an instruction prepared by the Office of Materials. These may identify approved sources of various qualities or types of materials, sampling, testing, and approval procedures, and conditions for acceptance and use.

**Maximum Density and Optimum Moisture Content.**

The term maximum density and optimum moisture content as applied to soil, aggregate, and similar materials shall be construed as the maximum density described in AASHTO T 99, T 134, or T 180, as specified, and the corresponding optimum moisture as defined therein. The test methods will normally be AASHTO T 99, Method C; AASHTO T 134, Method B; and AASHTO T 180, Method C, as modified by the Materials I.M.s.

**Median.**

The portion of a divided highway separating the traveled ways for traffic.

**Mobilization.**

Preparatory work and operations for all items under the contract documents, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the projects; and for all other work or operations which must be performed or costs incurred prior to beginning work on the various items on the project site. Mobilization may include bonding, permit, and demobilization costs.



**Need Line.**

A line or lines within the right-of-way, as shown on the plans or set by the Engineer, to define an area inside which disturbance is expected to complete work on the project and outside which permanent disturbance should be avoided.

**Notice to Bidders.**

That portion of the contract documents prepared and furnished by the Contracting Authority for the information of bidders submitting proposals, which notice specifies the provisions, requirements, and instructions pertaining to the method, manner, and time of submitting bids.

**Notice to Proceed.**

Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time.

**Optionally Combined Proposal.**

The projects from two or more proposals combined by the Contracting Authority to allow the Contractor to bid all the projects as one contract.

**Park Road Project.**

A project on the park road system of highways and roads at any state park.

**Pavement or Paving.**

The pavement structure, or the upper surface of a pavement structure, or the materials of which the pavement structure is constructed.

**Pavement Structure.**

The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

**Plans.**

The final plan, authorized for letting, which includes approved plans, profiles, cross sections, typical cross sections, working drawings, plan notes, standard plans, and supplemental drawings, or exact reproductions thereof, including modifications, altered plans, revisions, and amendments, which show the location, character, dimensions, and details of the work to be done.

**Precast Concrete Units.**

Conventionally reinforced (not prestressed) concrete structural units, formed, cast, and cured presumably in a central casting yard and later moved and incorporated into the finished structure.

**Prestressed Concrete.**

Concrete which is subjected to compressive stresses, after hardening, by means of high strength steel tendons, for the purpose of eliminating or minimizing tensile stresses in the concrete due to applied loads. Prestressed concrete may be prefabricated in a permanent plant or at the site, or it may be designed to be cast in place. Prestressed concrete may be either pretensioned, in which case the concrete is cast to engage the steel tendons which have been prestressed between fixed anchorages and released after the concrete has hardened, or post tensioned, in which case the steel tendons are cased in the concrete in suitable enclosures to prevent bond and are stressed by jacking and anchoring against the concrete after it has hardened.

**Primary Project.**

A project on the Primary Road System of Iowa and extensions thereof in cities and towns. Includes projects on county and city road bridges within an interchange of a Primary road with a county road or city road.

**Profile Grade.**

The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal center line of the roadbed. Profile grade means either elevation or gradient of such trace, according to the context.

**Project.**

The specific section of the highway together with all appurtenances and construction to be performed under a contract. A contract may involve the work covered by one or more projects.

**Project Area.**

The right-of-way between the project limits shown in the contract documents, and additional area which is necessary for the Contractor to place traffic control devices required by the contract documents or necessary to protect the work.

**Proposal.**

The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

**Proposal Form.**

The form showing the location and description of the proposed work, the approximate quantities of work to be performed or materials to be furnished, the form and amount of the required proposal guaranty, and the contract period. The proposal form will also contain a reference to any special provisions or requirements which are supplemental to the standard specifications.

**Proposal Guaranty.**

The security furnished by the bidder with the proposal for a project(s), as guaranty the bidder will execute the contract for the work if the proposal is accepted.

**Reasonably Acceptable.**

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

**Reasonably Close Conformity.**

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

**Resident Bidder.**

A person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement.

**Responsive Bid.**

A bid submitted by a Contractor which is determined not to be an irregular proposal as defined by Article 1102.10 and fulfills the good faith effort recruitment requirements in Article 1102.17.

**Right-of-Way.**

The land area of which the right to possession is secured or reserved by the Contracting Authority for road purposes.

**Road.**

A general term denoting a public way for vehicular travel, including the entire area within the right-of-way.

**Roadbed.**

The area of the roadway between the tops of foreslopes.

**Roadside.**

The area within the right-of-way and outside the shoulder lines of a roadbed.

**Roadway.**

That portion of the right-of-way designed or ordinarily used for vehicular traffic.

**Secondary Project (Secondary Road Construction Project).**

A project on the Secondary Road System of Iowa and extensions thereof in cities and towns.

**Shoulder.**

That portion of the road bed contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**Sidewalk.**

That portion of the roadway primarily constructed for the use of pedestrians.

**Skew or Skew Angle.**

The complement of the acute angle between two center lines which cross. The angular deviation of the axis of a culvert or bridge from a true right angular crossing of a road.

**Slope.**

The inclination of a line or surface expressed as a ratio of horizontal distance to vertical distance.

**Special Provisions.**

Additions and revisions to the Standard, General Supplemental, Developmental, and Supplemental Specifications covering conditions particular to an individual project. They only apply to a project when noted in the proposal form.

**Specialty Items.**

Pay items designated in the contract documents as specialty items; usually minor items requiring equipment, skills, or crafts not ordinarily associated with the major types of work covered by the contract.

**Specifications.**

The general term comprising all the written documents, provisions, and requirements to which may be added or adopted Supplemental Specifications, Developmental Specifications, or Special Provisions, all of which are necessary for the proper performance of the contract documents.

**Specified Starting Date.**

A calendar day shown on the proposal on which date commencement of work is expected.

**Speed Limit.**

Refers to the legally established speed limit before construction and not the advisory speed during construction.

**Standard Road Plans.**

A manual of detailed drawings showing standardized design features, construction methods, and approved materials for repetitive use on Interstate, Primary, and Secondary road construction.

**Standard Specifications.**

The requirements contained herein applying to all contracts, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract.

**State.**

The State of Iowa acting through its authorized representative.

**Station.**

One hundred linear feet.

**Street.**

See Road.

**Structures.**

All objects constructed of materials other than earth, required by the contract documents to be built, or to be removed, but not including pavement, surfacings, base courses, and subbases. Includes bridges, culverts, intakes, drop inlets, retaining walls, cribbing, utility accesses, end walls, buildings, sewers, service pipes, subdrains, foundation drains, and other features which require engineering analysis.

**Subbase.**

The layer or layers of specified or selected material of designed thickness upon which a base course or pavement is constructed.

**Subcontractor.**

Any individual, firm, or corporation to whom the Contractor, with the written consent of the Contracting Authority, sublets any part of the contract.

**Subgrade.**

The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

**Substructure.**

All of that part of the structure below the bearings of simple and continuous spans, and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

**SUDAS Standard Specifications.**

Refers to specifications developed by the Iowa Statewide Urban Design and Specifications Program.

**Superintendent.**

The Contractor's authorized representative in responsible charge of the work.

**Superstructure.**

The entire structure except the substructure.

**Supplemental Agreement.**

Written agreement between the Contractor and Contracting Authority modifying the original contract.

**Supplemental Specifications.**

Specifications adopted subsequent to the publication of this book. They involve new construction items or changes to Standard Specifications. They only apply to a project when noted in the proposal form.

**Surety.**

The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**Target or Target Value.**

When a target or target value is specified, a continuous and determined effort is expected to reach and maintain that value, as a goal.

**Temporary Primary Road Haul Road.**

Any Secondary public road or city street so designated by the Department in accordance with Iowa Code 313.

**Temporary Structure.**

Any structure required to maintain traffic during construction of the work and which will be dismantled when the work is completed. The temporary structure shall include the earth approaches thereto.

**Traffic Control Device.**

As defined in the MUTCD.

**Traffic Control Zone.**

The distance between the first advance warning sign and the point beyond the work area where traffic is no longer affected. This does not include work more than 12 feet (3.6 m) from the outside edge of the traveled way.

**Traveled Way.**

The portion of the roadway for the movement of vehicles, exclusive of shoulders.

**Unacceptable Work (Also Defective Work).**

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

**Unauthorized Work.**

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

**Unit Price.**

See Contract Unit Price.

**Utility.**

Includes all privately, publicly, municipally, or co-operatively owned structures and systems for supplying water, sewer, electric lights, street lights and traffic lights, gas power, telegraph, telephone, communications, transit, pipelines, and the like.

**Utility Access.**

An inline structure to allow personnel access and maintenance of underground utilities.

**Utility Agency.**

Means and includes: 1) all franchised utilities having utility system facilities with State or local jurisdiction right-of-way, including but not limited to gas electric, telephone, cable television, and communications; 2) communications systems allow by the State or local jurisdiction; and 3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

**Waters of the United States.**

All waters, impoundments of waters, or tributaries of waters, including but not limited to lakes, rivers, streams, intermittent streams, mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, or natural ponds.

**Work.**

Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the contract and the carrying out of all the duties and obligations imposed by that contract.

**Work Area.**

That portion of the project area in which construction activity is ongoing.

**Working Day.**

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

**Working Drawings.**

Stress sheets, shop drawings, erection plans, false work plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval.



# **CONTRACT DOCUMENTS**





Section 3 –  
Contract  
Documents

# Iowa DOT Contract Administration Introduction

1

## Intent of Plans and Specifications

### Section 1104. Scope of Work

#### 1104.01 INTENT OF PLANS AND SPECIFICATIONS.

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

- Standard Specification 1104.01
- Plans and specifications are contract documents
- Detail work to be completed by telling
  - What
  - Where
  - How
  - With what materials
  - Quantity
- Specification and plans will not capture everything, still require best practices and quality materials

2

# Conformity With and Coordination of the Contract Documents

## 1105.04 CONFORMITY WITH AND COORDINATION OF THE CONTRACT DOCUMENTS.

A. In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:

1. Addendum
2. Proposal Form
3. Special Provision
4. Digital Contract Files. Shall apply only when digital files are available and the Contractor uses automated machine control guidance.
5. Plans
6. Standard Bridge Plans, Standard Culvert Plans, and Standard Road Plans
7. Developmental Specifications
8. Supplemental Specifications
9. General Supplemental Specifications
10. Standard Specifications
11. Materials I.M.
12. Notice to Bidders

Highest Ranking

Lowest Ranking

- Standard Specification 1105.04
- 12 contract documents
- Contract document above overrides contract document below
- Examples
  - DS 15079 on smoothness overrides standard specification on smoothness
  - Plan note requiring concrete compressive strength testing overrides materials IM 204 requirements for strength

3

# Conformity With and Coordination of the Contract Documents

- B. Electronic support files, if available, will be provided prior to letting and are for information only. Should there be a discrepancy between an electronic support file and a contract document, the contract document shall govern.
- C. Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.
- D. Should there be a discrepancy between a contract document and a document (e.g.: ASTM, AASHTO, MUTCD, etc.) referenced by a contract document, the referenced document shall carry the same hierarchy as the contract document from which it is referenced. Should there be a discrepancy between the contract documents and a referenced document, the contract documents govern unless obviously incorrect.
- E. The Contractor shall not take advantage of any apparent error, omission, or discrepancy in the contract documents. The Engineer will be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the contract documents subject to compensation as provided in Articles 1109.03, 1109.04 and 1109.14. Written notice of changes in the contract documents will be given to the Contractor by the Engineer.


- Contract documents override electronic support files
- Figures govern over drawings
- Referenced documents carry equal weight of contract document referenced from
- Contractor can not take advantage of errors
- Engineer can make changes but will provide agreed upon compensation

4

## 12.) Notice to Bidders

- Created for each monthly letting
- Contains information about
  - Letting process
  - Legal advertisement
  - Federal regulations
  - Each proposal in the monthly letting
- Used to ensure all other contract documents override an error in the bidding proposal
- Accessed from Bid Express webpage

5



SMARTER | SIMPLER | CUSTOMER DRIVEN

[www.iowadot.gov](http://www.iowadot.gov)

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

**NOTICE TO BIDDERS – November 21, 2017**

STATE OF IOWA - Sealed bids will be received by the Iowa Department of Transportation (DOT), Office of Contracts, 800 Lincoln Way, Ames, Iowa 50010 on December 19, 2017 at 10:00 A.M. CDT for various items of construction and maintenance work.

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

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

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

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

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

A proposal guarantee, not less than the amount as set forth in the proposal form, shall be filed with each proposal. The proposal guarantee shall be in the form of a certified check or credit union certified share draft, cashier's check, money order or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks, money orders or bank drafts shall be made payable either to the contracting authority or bidder; and, where made payable to the bidder, shall contain an unqualified endorsement to the contracting authority signed by the bidder or the bidder's authorized agent. A properly completed Contractor's Annual Bid Bond (form 650043) may be used in lieu of the monetary options specified above. Both forms are available from the Office of Contracts. These must be delivered to the Office of Contracts at the address above. Iowa DOT personnel will be available to accept proposal guaranties during regular business hours of 8:00 a.m. to 4:30 p.m. A Proposal Guaranty/Bid Bond (Form 131084) may be used for the proposal guaranty in lieu of that specified above, using the electronic bid bond verification feature authorized by the Department.

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

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

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

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

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

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

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

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BID ORDER NUMBER: 009  
 COUNTY: DUBUQUE  
 PROPOSAL ID: 31-0321-041  
 WORK TYPE: BRIDGE NEW - STEEL GIRDER  
 PROPOSAL SECTION(S):  
 0001 DESIGN NO. 1917; 260'-0 X 36'-0 CONTINUOUS WELDED GIRDER BRI  
 DGE  
 0002 ROADWAY ITEMS  
 DBE GOAL: 4.0%  
  
 WORKING DAYS: 105  
 LATE START DATE: 2018/05/21  
 GUARANTY: \$100,000.00  
  
 PROJECTS INCLUDED:  
 NHSX-032-1(41)--3H-31  
 ROUTE: IOWA 32  
 U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK

673.90	CUBIC YD	STRUCTURAL CONCRETE
1.20	ACRE	MULCHING
1.20	ACRE	SEEDING & FERTILIZING
750.00	LINR FT	SILT FENCE
1.20	ACRE	STABILIZING CROP, SEED & FERT.
3,893.00	CUBIC YD	EXCAVATION CLASS 10
407.00	CUBIC YD	EXCAVATION CLASS 20
284.00	CUBIC YD	EXCAVATION CLASS 21
140.00	CUBIC YD	EXCAVATION CLASS 22
1,900.00	SQ YARD	ENGINEERING FABRIC
25.00	SQ YARD	PAVED SHOULDERS
800.00	LINR FT	PILE, STEEL H, 10 IN.
586.00	LINR FT	RAIL, CONCRETE BARRIER
1,315.00	TON	REVTMENT
2.30	STATION	SHOULDER CONSTRUCTION
37,720.00	POUND	REINFORCING STEEL
82,132.00	POUND	REINFORCING STEEL, EPOXY COATED
310,230.00	POUND	STRUCTURAL STEEL
1.00	LUMP SUM	CONSTRUCTION SURVEY

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## 11.) Materials Instructional Memorandums (IM)

- Revised every October and April
- Provides information on materials
  - Approval procedures
  - Sampling and testing procedures
  - Minimum sampling and testing frequencies
  - Approved sources
- Accessed from ERL webpage



### AIR CONTENT OF FRESHLY MIXED CONCRETE BY PRESSURE

#### SCOPE

This test method describes the procedure for determining the air content of freshly mixed concrete by one form of pressure method.

#### PROCEDURE

**NOTE:** Certain coarse aggregates in eastern Iowa with large interconnected pores in the aggregate will cause air meter readings to indicate higher air content than is actually in the concrete because air is compressed in the aggregate pores just as the air is compressed in the paste. An aggregate correction factor must be applied to correct the air content. AASHTO T152 requires an aggregate correction factor for all concrete; however, it typically is not large enough for most aggregates to require adjustment. A list of aggregates that typically require a correction factor is included as well as the procedure to determine aggregate correction factor.

##### A. Apparatus

1. Measure bowl and cover assembly: All apparatus used shall incorporate the requirements of AASHTO Designation T-152 Section 4, for a Type B Washington-type meter.
2. Tamping Rod: 5/8 in. diameter, having a hemispherical tip.
3. Scoop
4. Strike-off bar
5. Rubber mallet
6. Rubber syringe or polyethylene unitary wash bottle

##### B. Test Procedure (For use with Washington-Type Air Meter)

**NOTE:** All meters shall be calibrated annually. Check calibration prior to use on a project and periodically throughout the construction season.

##### 1. Calibration of Apparatus

Calibration Canisters (Plug method)

The volume of the calibration canister should be 0.0125 ft<sup>3</sup>. The effective air volume of the canister depends on the volume of the air meter being calibrated.

Effective Air Volume = 100 X 0.0125 ft<sup>3</sup> / (air meter pot volume)

Below is the effective air volume for the range of meters in service.

Effective air volume

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### Sampling & Testing Guide-Minimum Frequency STRUCTURAL CONCRETE, REINFORCEMENT, FOUNDATIONS & SUBSTRUCTURES, CONCRETE STRUCTURES, CONCRETE FLOORS, & CONCRETE BOX, ARCH & CIRCULAR CULVERTS

April 21, 2020

Supersedes October 15, 2019

Sections 2403, 2404, 2405, 2406, 2412, & 2415

Matls. IM 204

Appendix H (US) Units

MATERIAL OR CONSTRUCTION ITEM	TESTS	METHOD OF ACCEPTANCE & RELATED IMs		QUALITY CONTROL					INDEPENDENT ASSURANCE & VERIFICATION S&T					REMARKS	
				SAMPLE BY	FREQ.	SAMPLE SIZE	TEST BY	REPORT	S&T TYPE	SAMPLE BY	FREQ.	SAMPLE SIZE	TEST BY		REPORT
PLANT INSPECTION															
Fly Ash	Quality	AS	Cert		Each Load			800240							
GGBFS(Ground Granulated Blast Furnace Slag)	Quality	AS	Cert		Each Load										
Air-Entraining Admixture (4103)		AB	403						M	DME	1/project	1pt	CMB	(1) Sample lots/batches not previously reported or as required by DME	
Retarding Admixture		AB	403						M	DME	1/project	1pt	CMB		
Water Reducing Admixture (4103)		AB	403						M	DME	1/project	1pt	CMB		
GRADE INSPECTION															
Plastic Concrete	Air Content	318, 327						E145*	V	RCE	1/30 cy, min. 1/day		RCE	If >350 cy placement, DME may increase to 1/50 cy, if consistent during first 90 cy	
	Slump	317, 327							IA	RCE	1/30 cy, min. 1/day		DME		
	Beams	316, 327, 328								IA	RCE	2/placement		RCE	If required per 2403
	Cylinders										DME			DME	See Note
AS-Approved Source ASD-Approved Shop Drawing S&T-Sampling & Testing AB-Approved Brand		Cert – Certification Statement					RCE-Resident Construction Engineer/Project Engineer DME-District Materials Engineer CMB-Construction Materials Bureau CONTR-Contractor					IA-Independent Assurance V-Verification M-Monitor			

(1) These verification samples for concrete materials not required when mix quantity is less than 50 cu. yd. For placements greater than 1000 cu. yd., sample 1/placement.

(2) **NOTE:** IA may be accomplished by system approach or on a per project basis (IA at 1 per 1000 cy of concrete) at the discretion of the DME according to IM 207.

**NOTE:** RCE/CONTR indicates that the Contractor shall assist in the sampling at the direction of and witnessed by the Project Engineer.

**NOTE:** Cylinders for strength on primary project bridge decks only and where specifically called for in the plans or specifications.

**NOTE:** For Local agency projects with no Federal funding, Independent Assurance, IA, tests are not required.

**NOTE:** For Local agency projects with no Federal funding, verification samples or monitor samples sampled by the DME are not required. These samples may be sampled by the contracting authority. With prior approval, these samples may be tested by the Iowa Department of Transportation Central Laboratory.

\*Available from the Construction and Materials Bureau.

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## APPROVED PRODUCT LIST

### SEARCH INFORMATION:

MAPLE may be searched by navigating to the "Material names", "IMs", or "Producers" tab and selecting an item from a dropdown list or by navigating to the "Brands" tab, entering text into the search field, and then clicking the show results button.

Material Names	IMs	Producers	Brands		
Select an IM: <input type="text" value="401aa - Appendix A - Portland Cement"/> <a href="#">View Report</a>					
<input type="checkbox"/> Include historical data      from date: <input type="text"/> to date: <input type="text"/>					
Brand Name	Approved	Company Name	Material Item	IM	Plant L
<a href="#">Ash Grove I/II - Chanute (Code: PC0102)</a>	04/24/2014	Ash Grove Cement Company	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Chanute
<a href="#">Ash Grove I/II - Louisville (Code: PC0002)</a>	04/24/2014	Ash Grove Cement Company	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Louisvill
<a href="#">Ash Grove III - Chanute (Code: PC0103)</a>	02/17/2015	Ash Grove Cement Company	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Chanute
<a href="#">Ash Grove III - Louisville (Code: PC0003)</a>	02/17/2015	Ash Grove Cement Company	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Louisvill
<a href="#">Ash Grove IP(25) - Chanute (Code: PC0108)</a>	04/24/2014	Ash Grove Cement Company	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Chanute
<a href="#">Ash Grove IP(25) - Louisville (Code: PC0008)</a>	04/24/2014	Ash Grove Cement Company	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Louisvill
<a href="#">Buzzi I/II - Cape Girardeau (Code: PC1502)</a>	04/24/2014	Buzzi Unicem USA	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Cape Gi
<a href="#">Buzzi I/II - Festus (Code: PC3002)</a>	04/24/2014	Buzzi Unicem USA	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Festus, 11
<a href="#">Buzzi I - Pryor (Code: PC1401)</a>	04/24/2014	Buzzi Unicem USA	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Pryor, O
<a href="#">Central Plains EaglePave IP(25) (Code: PC2808)</a>	04/24/2014	Central Plains Cement Company	<a href="#">PORTLAND CEMENT</a>	<a href="#">401</a>	Omaha,

## 10.) Standard Specification

- Covers all aspects of construction
- Applies to all contracts
- Describes
  - Method of performing work
  - Quality of work
  - Materials to be used
  - Method of measurement and basis of payment
- Current version 2023

# Standard Specification

- 9 divisions
  - 1X – general
  - 2X – construction
  - 4X – materials
- 216 sections
  - Divide divisions by type of work or material

<a href="#">Division 11</a>	General Requirements and Covenants
<a href="#">Division 20</a>	Equipment Requirements
<a href="#">Division 21</a>	Earthwork, Subgrades, and Subbases
<a href="#">Division 22</a>	Base Courses
<a href="#">Division 23</a>	Surface Courses
<a href="#">Division 24</a>	Structures
<a href="#">Division 25</a>	Miscellaneous Construction
<a href="#">Division 26</a>	Roadside Development
<a href="#">Division 41</a>	Construction Materials

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## Standard Specification Division 11

### DIVISION 11. GENERAL REQUIREMENTS AND COVENANTS

This part consists of the general provisions applying to all types of construction and maintenance as set forth in the following sections:

- [1101. Definitions.](#)
- [1102. Proposal Requirements and Conditions.](#)
- 1103. Approval for Award and Award of Contract.
- [1104. Scope of Work.](#)
- [1105. Control of Work.](#)
- 1106. Control of Materials.
- [1107. Legal Relations and Responsibility to the Public.](#)
- [1108. Prosecution and Progress.](#)
- [1109. Measurement and Payment and Metric Conversion.](#)
- 1110. Progress Scheduling.
- 1111. Incentive/Disincentive for Early Completion.
- 1112. A + B Bidding.
- 1113. Electronic Document Storage

# Standard Specification Division 20

## DIVISION 20. EQUIPMENT REQUIREMENTS

This Division consists of requirements for equipment used on various types of construction and maintenance work.

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# Standard Specification Division 21

## DIVISION 21. EARTHWORK, SUBGRADES, AND SUBBASES

This work consists of grading and construction of subgrades and subbases as required for the various types of work in the following sections. Complete the work in conformance with the lines, grades, thicknesses, and typical cross sections shown in the contract documents or as established by the Engineer.

- 2101. Clearing and Grubbing.
- 2102. Roadway and Borrow Excavation.
- 2103. Presplitting and Production Blasting of Rock Slope Cuts.
- 2104. Channel Excavation.
- 2105. Stripping, Salvaging, and Spreading Topsoil.
- 2106. Settlement Plates.
- 2107. Embankments.
- 2108. Overhaul.
- 2109. Natural Subgrade.
- 2110. Soil Aggregate Subbase.
- 2111. Granular Subbase.
- 2112. Wick Drains.
- 2113. Subgrade Stabilization Material.
- 2115. Modified Subbase.
- 2116. Full Depth Reclamation.
- 2120. Fuel Adjustment.
- 2121. Granular Shoulders.
- 2122. Paved Shoulders.
- 2123. Earth Shoulders for Pavements and Bases.
- 2125. Reshaping Ditches.
- 2126. Reclaiming Present Surfacing Material.
- 2127. Reconstruction of Roadbed.
- 2128. Furnish and Apply Granular Shoulder Material.



# Standard Specification Division 22

## DIVISION 22. BASE COURSES

Construct base courses on prepared subgrades or subbases. Base courses consist of construction performed according to the requirements specified for the various types in the following sections. Comply with the lines, grades, thicknesses, and typical cross sections shown in the contract documents.

If a subbase or other prepared subgrade is not specifically required, prepare the subgrade as provided in [Section 2109](#).

- 2201. Portland Cement Concrete Base.
- 2203. Hot Mix Asphalt Base.
- 2210. Macadam Stone Base.
- 2212. Base Cleaning and Repair.
- 2213. Base Widening.
- 2214. Pavement Scarification.
- 2216. Cracking and Sealing PCC Pavement.
- 2217. Rubblizing Existing Portland Cement Concrete Pavement.

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# Standard Specification Division 23

## DIVISION 23. SURFACE COURSES

Construct surface courses on a prepared base, subbase, or subgrade according to the requirements specified for the various types in the following sections. Comply with the lines, grades, thicknesses, and typical cross sections shown in the contract documents or established by the Engineer.

- 2301. Portland Cement Concrete Pavement.
- 2302. Portland Cement Concrete Widening.
- 2303. Flexible Pavement.
- 2304. Detour Pavement.
- 2305. Safety Edge.
- 2306. Bituminous Fog Seal (Pavement).
- 2307. Bituminous Seal Coat.
- 2308. Bituminous Fog Seal (Shoulders).
- 2309. Surface Recycling by Heater Scarification.
- 2310. Portland Cement Concrete Overlay.
- 2312. Granular Surfacing.
- 2314. Surface Application of Calcium Chloride.
- 2315. Driveway Surfacing.
- 2316. Pavement Smoothness.
- 2317. Primary and Interstate Pavement Smoothness.
- 2318. Cold In-Place Recycled Asphalt Pavement.
- 2319. Slurry Leveling, Slurry Wedge (Edge Rut Treatment), and Strip Slurry Treatment.
- 2320. Polymer-Modified Microsurfacing.

# Standard Specification Division 24

## DIVISION 24. STRUCTURES

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

For work involved in [Division 24](#), use equipment complying with the appropriate part of [Division 20](#) and as further provided in the particular section.

After completing projects involving work of any section of Division 24, place all portions of right-of-way disturbed by the Contractor's operations in acceptable condition. Apply [Article 1104.08](#).

- 2401. Removal of Existing Structures.
- 2402. Excavation for Structures.
- 2403. Structural Concrete.
- 2404. Reinforcement.
- 2405. Foundations and Substructures.
- 2406. Concrete Structures.
- 2407. Precast and Prestressed Concrete Bridge Units.
- 2408. Steel Structures.
- 2409. Timber Structures.
- 2410. Plank Decks.
- 2411. Laminated Wood Decks.
- 2412. Concrete Bridge Decks.
- 2413. Bridge Deck Surfacing, Repair, and Overlay.
- 2414. Railings.
- 2415. Concrete Box, Arch, and Circular Culverts.
- 2416. Rigid Pipe Culverts.
- 2417. Corrugated Culverts.
- 2418. Temporary Stream Diversion.
- 2419. Precast Concrete Units.
- 2420. Structural Plate Pipes, Pipe Arches, and Arches.
- 2422. Unclassified Pipe Culverts.
- 2423. Support Structures for Highway Signs, Luminaires, and Traffic Signals.
- 2424. Shotcrete.
- 2425. Precast Prestressed Concrete Deck Panels.
- 2426. Structural Concrete Repair.
- 2427. Bridge Cleaning.
- 2428. Smoothness of Bridge Decks and Bridge Deck Overlays.
- 2429. Pre-Engineered Steel Truss Recreational Trail Bridge.
- 2430. Modular Block Retaining Wall.
- 2431. Segmental Retaining Wall.
- 2432. Mechanically Stabilized Earth (MSE) Retaining Wall.
- 2433. Concrete Drilled Shaft.
- 2434. Disc Bearing Assembly.
- 2435. Sanitary and Storm Sewer Structures.
- 2436. Precast Noise Wall.

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# Standard Specification Division 25

## DIVISION 25. MISCELLANEOUS CONSTRUCTION

This work consists of various types according to the requirements of the sections listed below. Comply with the lines, grades, and dimensions shown in the contract documents or established by the Engineer.

- 2501. Piles and Pile Driving.
- 2502. Subdrains.
- 2503. Storm Sewers.
- 2504. Sanitary Sewers.
- 2505. Guardrail Construction and Removal.
- 2506. Flowable Mortar.
- 2507. Concrete and Stone Revetment.
- 2508. Removal of Paint and Painting Steel Bridge Structures.
- 2509. Cleaning, Surface Preparation, and Painting of Galvanized Surfaces.
- 2510. Removal of Pavement.
- 2511. Removal and Construction of Sidewalks and Recreational Trails.
- 2512. Portland Cement Concrete Curb and Gutter.
- 2513. Concrete Barrier.
- 2514. Curb Removal.
- 2515. Removal and Construction of Paved Driveways.
- 2516. Combined Concrete Sidewalk and Retaining Wall.
- 2517. Railroad Approach Sections.
- 2518. Safety Closure.
- 2519. Fence Construction.
- 2520. Field Laboratory and Field Office.
- 2521. Certified Plant Inspection.
- 2522. Tower Lighting.
- 2523. Highway Lighting.
- 2524. Highway Signing.
- 2525. Traffic Signalization.
- 2526. Construction Survey.
- 2527. Pavement Marking.
- 2528. Traffic Control.

# Standard Specification Division 25

- 2529. Full Depth Finish Patches.
- 2530. Partial Depth Finish Patches.
- 2531. Pavement Surface Repair (Milling).
- 2532. Pavement Surface Repair (Diamond Grinding).
- 2533. Mobilization.
- 2534. Delivery of Samples.
- 2535. Bin Type Crib Walls.
- 2536. Asbestos Removal.
- 2537. Underground Tank System Removal and Petroleum Contaminated Soil Remediation.
- 2538. Salvage, Removal, and Disposal of Obstructions.
- 2539. Concrete Pavement Undersealing by Pressure Grouting.
- 2540. Longitudinal Joint Repair.
- 2541. Crack and Joint Cleaning and Sealing (HMA Surfaces).
- 2542. Crack and Joint Cleaning and Filling (Portland Cement Concrete Pavement).
- 2543. Transverse Joint Repair for HMA Pavements.
- 2544. Cleaning and Filling Cracks for HMA Surfaces.
- 2545. Overlay of Type "B" Guide Signs.
- 2546. Gabions and Revet Mattresses.
- 2547. Temporary Stream Access.
- 2548. Milled Shoulder Rumble Strips - HMA or PCC Surface.
- 2549. Pipe and Manhole Rehabilitation.
- 2550. Night Work Lighting.
- 2551. Crash Cushions.
- 2552. Trench Excavation and Backfill.
- 2553. Trenchless Construction.
- 2554. Water Mains, Valves, Fire Hydrants, and Appurtenances.
- 2555. Deliver and Stockpile Salvaged Materials.
- 2556. Dowel Bar Retrofit.

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# Standard Specification Division 26

## DIVISION 26. ROADSIDE DEVELOPMENT

This work consists of developing and improving the right-of-way by shaping and establishing turf, primarily for control of surface drainage and soil and wind erosion, and by installing plant materials. Comply with the requirements of the contract documents and the following sections:

- 2601. Erosion Control.
- 2602. Water Pollution Control (Soil Erosion).
- 2610. Furnish and Install Shrubs, Trees, and Vines.
- 2611. Furnish and Install Shrubs and Trees with Warranty.
- 2612. Mowing.

# Standard Specification Division 41

## DIVISION 41. CONSTRUCTION MATERIALS

- 4100. General Provisions.
- 4101. Portland Cement.
- 4102. Water for Concrete and Mortar.
- 4103. Liquid Admixtures for Portland Cement Concrete.
- 4104. Burlap for Curing Concrete.
- 4105. Liquid Curing Compounds.
- 4106. Plastic Film and Insulating Covers for Curing Concrete.
- 4107. Plastic Film for Subgrade Treatment.
- 4108. Supplementary Cementitious Materials.
- 4109. Aggregate Gradations.
- 4110. Fine Aggregate for Portland Cement Concrete.
- 4111. Class L Fine Aggregate for Portland Cement Concrete.
- 4112. Intermediate Aggregate for Portland Cement Concrete.
- 4115. Coarse Aggregate for PC Concrete.
- 4117. Class V Aggregate for Portland Cement Concrete.
- 4118. Bedding Material for Non-Primary Road Projects.
- 4119. Bedding and Backfill Material for Interstate and Primary Road Projects.
- 4120. Granular Surfacing and Granular Shoulder Aggregate.
- 4121. Granular Subbase Material.
- 4122. Crushed Stone Base Material.
- 4123. Modified Subbase Material.
- 4124. Aggregate for Slurry Mixtures.
- 4125. Aggregate for Bituminous Sealcoat.
- 4127. Aggregate for Flexible Paving Mixtures.
- 4128. Stabilization (Foundation) Material
- 4130. Revetment Stone, Erosion Stone, and Gabion Stone.
- 4131. Porous Backfill Material.
- 4132. Special Backfill Material.
- 4133. Granular Backfill Material.
- 4134. Floodable Backfill Material.
- 4136. Joint Fillers, Sealers, and Seals.
- 4137. Asphalt Binder.
- 4138. Cutback and Liquid Asphalts.
- 4139. Liquid Sealing Materials for PCC Surfaces.
- 4140. Emulsified Asphalt.

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# Standard Specification Division 41

- 4141. Corrugated Steel Culvert Pipe.
- 4143. Subdrain Pipe.
- 4144. Structural Plates for Pipe, Pipe Arches, and Arches.
- 4145. Concrete Culvert Pipe.
- 4146. Plastic Pipe.
- 4147. Pipe and Manhole Rehabilitation Materials.
- 4148. Drain Tiles.
- 4149. Sanitary and Storm Sewer Pipes and Structure Materials.
- 4150. Water Main, Valve, Fire Hydrant, and Appurtenance Materials.
- 4151. Steel Reinforcement.
- 4152. Structural Steel.
- 4153. Miscellaneous Iron and Steel.
- 4154. Fence Materials.
- 4155. Guardrail.
- 4160. Wood Preservatives.
- 4161. Preservative Treatment.
- 4162. Untreated Timber and Lumber.
- 4163. Treated Timber and Lumber.
- 4164. Treated Wood Posts.
- 4165. Timber Piles.
- 4166. Concrete Piles.
- 4167. Steel Piles.
- 4169. Erosion Control Materials.
- 4170. Landscape Plant Materials.
- 4171. Detectable Warnings.
- 4182. Paints for Steel Bridges and Structures.
- 4183. Traffic Paints and Pavement Markings.
- 4184. ReflectORIZING Spheres for Traffic Paint.
- 4185. Highway Lighting Materials.
- 4186. Signing Materials.
- 4187. Materials for Sign Support Structures.
- 4188. Traffic Control Devices.
- 4189. Traffic Signal Equipment.
- 4190. Nonferrous Metals.
- 4191. Keyway and Expansion Tubes.
- 4192. Caulking Compound.
- 4193. Hydrated Lime for Soil Stabilization.
- 4194. Calcium Chloride and Sodium Chloride.
- 4195. Bearing Pads.
- 4196. Engineering Fabrics.



# Standard Specification

- Specification number is the division and the section and corresponds to the bid item number in the contract
- Example: 2301
  - 23 – surface courses
  - 01 – Portland cement concrete paving
- Construction divisions will have sections divided as follows:
  - .01 – Description
  - .02 – Materials
  - .03 – Construction
  - .04 – Method of Measurement
  - .05 – Basis of Payment
- Example: 2301.04
  - 23 – surface courses
  - 01 – Portland cement concrete paving
  - .04 – method of measurement

25

## Statewide Urban Design and Specifications (SUDAS)

- Parallel Standard Specification to Iowa DOT Standard Specification
- Typically used by local agencies on urban projects that are locally let
- Carefully check for application on contract on urban projects
- Advantages
  - Promotes uniformity of urban design and construction
  - Reduces confusion and mistakes due to differing specifications
  - Mechanism for research for new and improved urban design and specifications
  - Method for study and implementation of latest techniques and material use
- Accessed from ERL or SUDAS webpage

## 9.) General Supplemental Specifications (GS)

- Updates the Standard Specification
- Revisions are reviewed and approved by the Iowa DOT Specification Committee
- Revised every April and October
- GS-15001 was released with the release of the Standard Specification in October 2015
  - 15 indicates the 2015 Standard Specification
  - 001 indicates the update number
- Current and historic accessed from ERL webpage
  - Changes highlighted or strikeout from previous GS

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### A. Portland Cement Concrete Pavement.

1. Square yards, of the type specified, shown in the contract documents. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement area.
2. ~~The coring~~ Requirements for thickness do not apply to detour pavements, paved drives, and temporary pavements. The thickness of pavement constructed will be determined ~~from core depths~~ as follows:
  - a. The division of sections, lots, and ~~core~~ thickness measurement locations will be ~~determined by the Engineer~~ according to [Materials I.M. 346](#).
  - b. ~~At locations determined by the Engineer, cut samples from the pavement, as directed above, by drilling with a core drill that will provide samples with a 4 inch outside diameter. Restore the surface by tamping low slump concrete into the hole, finishing, and texturing. The Engineer will witness the core drilling, and identify and measure the cores immediately. The Engineer will measure the cores and determine the thickness index according to [Materials I.M. 346](#). After measurement on the grade, deliver the cores to the Engineer's office or field laboratory. When cores are not measured on the grade, the Engineer will take immediate possession of the cores.~~
  - b. For Interstate and Primary projects, evaluate pavement thickness for sections of the same design thickness more than 3500 square yards using non-destructive testing according to Materials I.M. 346 Method A.
  - c. For non-Primary projects evaluate pavement thickness for sections of the same design thickness more than 3500 square yards by coring according to Materials I.M. 346 Method B. The specification will be adopted in its entirety.
  - d. Determine thickness for sections of the same design thickness 3500 square yards or less, by probing plastic concrete in accordance with [Materials I.M. 396](#).
  - d e. Only sections which are ~~cored~~ evaluated for thickness will be included in the thickness index determination. Areas not ~~cored or probed~~ evaluated for thickness will be paid for at the contract unit price.

# General Supplemental Specifications

- Critical to use GS that contract was let with
- Applicable GS is listed in bidding proposal and contract
- Projects let October 2021 to March 2022 use GS-15013
- Projects let April 2022 to September 2022 use GS-15014
- Example: What GS is used for project let in May 2021?
  - May 2021 falls between April 2021 and September 2021 therefore GS-15012
- Always lookup in bidding proposal or contract to verify

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## 8.) Supplemental Specification (SS)

- Provide specifications for
  - Bid items not contained in the Standard Specification
  - Significant issues that can not wait for General Supplemental Specification revision
- Assigned only to specific projects
- Approved by the Iowa DOT Specification Committee
- Last step before inclusion into the Standard Specification
- Applicable SS will be listed in bidding proposal and contract
- Accessed from ERL or Specifications webpage

## 7.) Developmental Specification (DS)

- Similar to SS but less established
- Provide specifications for
  - Experimental or new technologies
  - Special requirements or processes used only in certain situations
- Assigned only to specific projects
- Applied, monitored, and adjusted by a controller
- Approved by the Iowa DOT Specification Committee
- Applicable DS will be listed in bidding proposal and contract
- Accessed from Specifications or bidding documents on Contracts webpage

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## 6.) Standards

- Detailed drawings showing standard dimensions, materials, construction methods and uses
- Created for items used repetitively on various levels of roadways
- Simplifies design, encourages consistency, and promotes use of current practices
- Maintained by the Design Methods Section
- Referenced in plan in tabulation 105-4
- Critical to use the correct version of date shown in tabulation
- Accessed from ERL webpage
  - Types
    - Standard road plans
    - Standard culvert plans
    - Standard bridge plans
    - Sign truss standards

3-16

32

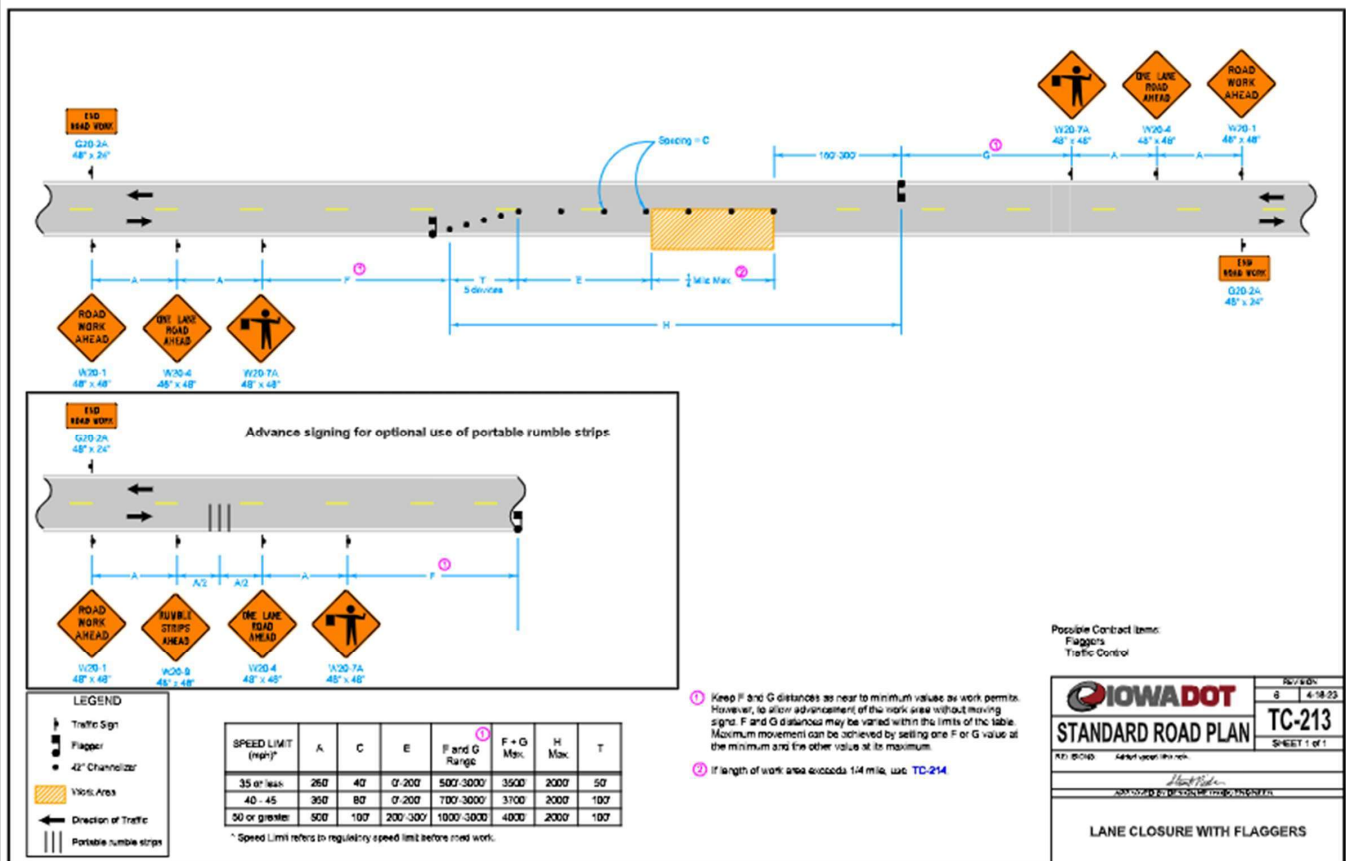


# Tabulation 105-4

[illegible]

# Standard Road Plans

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



## 5.) Plans

- Primary centralized location detailing where, how many, sequence, and in what way contract bid items are to be completed
- Information is provided graphically and in tabular format
- References other contract documents
- Parts of plans may be in color for ease of reading
- Organized in a specific manner “sheets” for consistency and ease of finding information
  - Bridge plans numbered
  - Road plans lettered

# Plans

- A sheets provide general project information such as location, work type, and project number
  - Location map
  - Legend sheet
  - Revision sheet
- B sheets provide typical grading and/or paving cross sections
- C sheets provide quantity information and other general information needed for bidding
  - Project description
  - Estimated project quantities
  - Estimate reference information
  - Standard road plans tabulation
  - Standard notes
  - Tabulations

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# Plans

- CS sheets provide soil quantity information/tabulations
- D sheets provide mainline plan (overhead) and profile (side) view information
  - Legend and symbol sheet
  - Plan and profile sheets
- E sheets provide side road plan and profile view information
- F sheets provide detour plan and profile view information
- G sheets provide horizontal and vertical control information as well as alignments
  - Reference ties and benchmarks
  - Tabulations of alignment coordinates, curve data, GPS information

# Plans

- H (mainline) and HE (side road) sheets provide right of way (ROW) information
  - Station and offset
  - Property owner
- J sheets provide construction staging and traffic control
  - Tabulations of traffic control, special events, coordinated operations
  - Legend and symbol sheet
  - Staging sheets showing traffic locations
  - Modified TC standards

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# Plans

- K sheets provide overhead plan and profile views of interchanges/ramps
- L sheets provide intersection geometrics
  - Geometric sheets
  - Staking sheets
  - Edge profile sheets
  - Jointing sheets
- M sheets provide storm and sanitary as well as water main information
  - Tabulation of storm sewer
  - Legend and symbol sheet
  - Storm sewer plan and profile
  - Water main and sanitary sheets

3-20

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# Plans

- MIT sheets provide wetland/stream mitigation information
- N sheets provide signing and traffic signal information
- P sheets provide lighting information
- QR sheets provide borrow information
- R sheets provide information related to the pollution prevention plan (PPP) and placement of sediment and erosion control measures
  - RC sheets - PPP and tabulations
  - RR sheets - legend and symbol, drainage basins, sediment and erosion control measures
  - RU sheets – special erosion control details

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# Plans

- S sheets provide sidewalk plan sheets and detailed ADA compliant layout information
  - Legend and symbol sheet
  - Plan sheet
  - Tabulation
- T sheets provide tabulation of earthwork quantities
- U sheets provide 500 series detail, modified standards and special details
- V sheets provide bridge and culvert situation plans
- W (mainline), X (side roads), Y (ramp) sheets provide cross section information
- Z sheets provide borrow cross section information

## 4.)Digital Contract Files

- Standard Specification 1105.15
- Designers provide to Contracts Bureau
- Plan CADD files related to cross sections, topography, and ROW
- Contractor must evaluate actual site conditions and engineer may spot check
- Used by contractor to develop automated machine guidance (AMG) files
- For AMG
  - Engineer must provide initial horizontal and vertical control
  - Contractor must provide shared rover for evaluation
- Accessed from bidding documents on Contracts webpage

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## Digital Contract Files

### 1105.15 AUTOMATED MACHINE GUIDANCE.

- **A.** Contractor may use equipment with AMG that results in meeting the same accuracy requirements as conventional construction as detailed in the Standard Specifications.
- **B.** Use this section in conjunction with [Section 2526](#) unless construction survey is being provided by the Engineer.
- **C.** Electronic files.
  - **1.** Available electronic files will be provided by the Contracting Authority with the Proposal Form. This information is available at the [Office of Contracts website](#).
  - **2.** Convert electronic data provided by the Contracting Authority into the format required by AMG system. Files made available will be in a generic format. For naming conventions and file formats refer to Office of Design's online design manual. Note that additional files, such as storm sewer design files, may be included in the original design software format. Files provided may include:
    - **a.** CAD Files: Primary CADD (Computer Aided Design and Drafting) design file that may include:
      - CADD cross section files.
      - CADD Right of Way file.
      - CADD Topography files.
      - 3D Design break line files in an industry standard format.
    - **b.** Machine Control Surface Model Files (including topsoil placement where required on the plans): Documentation file describing all of surface models, typically in LandXML format. Areas where a surface model is not provided, Contractor may, at no additional cost to Contracting Authority, develop required surface models to facilitate AMG.
    - **c.** Alignment Data Files: Documentation file describing alignment information both horizontal and vertical, typically in LandXML format.
  - **3.** For PCC overlays, compute an estimated quantity of overlay concrete based on existing pavement profile and the electronic model. This quantity will serve as the estimated concrete quantity for the project and must be approved by the Engineer prior to start of construction.
  - **4.** For full-depth paving projects, provide a digital terrain model (DTM) of subgrade surface.
  - **5.** For paving projects, provide an electronic file such as a D45 file, or equivalent, identifying x, y, and z coordinates profiles and alignments and/or 3D polylines at all breakpoints in LandXML format for shoulder and pavement edges as well as the pavement centerline based on project alignments and elevations.
  - **6.** No guarantee is made that the data systems used by the Engineer will be directly compatible with the systems the Contractor uses.
  - **7.** Electronic information shall not be considered a representation of actual conditions to be encountered during construction. Providing the Contractor this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered, including but not limited to site visits, and basing the bid on information obtained from these investigations and professional interpretations and judgment. Contractor assumes the risk of error if the information is used for any purposes for which the information was not intended. Assumptions the Contractor makes from this electronic information or manipulation of the electronic information is at their risk.
  - **8.** Engineer may perform spot checks of the machine control results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines the work is not being performed in a manner assures accurate results, the Engineer may order such work to be redone, to the requirements of the contract documents, at no additional cost to the Contracting Authority.



# Digital Contract Files

- 1105.15 AUTOMATED MACHINE GUIDANCE.
- D. Additional Contracting Authority Responsibilities.
  - 1. For new construction, Engineer will set initial horizontal and vertical control points in the field for the project as indicated in the contract documents. For reconstruction or PCC overlays, Engineer will furnish information on existing horizontal and vertical control points.
  - 2. Engineer will provide project specific localized coordinate system if required. The control information utilized in establishing the localized coordinate system, specifically rotation, scaling, and translation may be requested from the Engineer.
  - 3. For paving, Engineer will review and approve proposed surface model within two weeks following receipt of the model.
  - 4. The Engineer will resolve discrepancies in coordinate data between the plans and field.
- E. Additional Contractor Responsibilities.
  - 1. Provide a rover, readily available for Engineer to use jointly with the Contractor, during duration of contract.
  - 2. Provide Engineer up to 8 hours of formal training as needed on Contractor's AMG systems.
  - 3. Contractor bears all costs, including but not limited to cost of actual reconstruction of work that may be incurred due to errors in application of AMG techniques. Grade elevation errors, rework resulting from errors or failures of AMG system, and associated quantity adjustments resulting from Contractor's activities are at no cost to Contracting Authority. Delays due to late submittals or satellite reception of signals to operate AMG system will not result in adjustment to contract unit prices or justification for granting contract extensions.
  - 4. Check and recalibrate, if necessary, AMG system at beginning of each work day.
  - 5. At least one week prior to preconstruction conference, submit to Engineer for review a written AMG work plan which includes the following:
    - • Equipment type,
    - • Control software manufacturer and version,
    - • Proposed location of local GPS base station for broadcasting differential correction data to rover units, and
    - • Proposed locations where AMG will be used. Provide minimum of 30 calendar days notice when there are changes to proposed AMG locations that will require additional construction staking by Contracting Authority. Contractor may perform the additional staking at no additional cost to Contracting Authority.

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## 3.) Special Provisions (SP)

- Similar to DS but less established and widely used
- Can become a DS over time and multiple uses
- Provide specifications for an individual item of work
- Assigned only to specific projects
- Applied, monitored, and adjusted frequently by a controller
- Not approved by the Iowa DOT Specification Committee
- Applicable SP will be listed in bidding proposal and contract
- Accessed from Specifications or bidding documents on Contracts webpage

## 2.) Proposal Form

- Form summarizing information and references needed for bidders to bid work
- Generated by Contracts and Specification Bureau using AASHTOWare Project for every project let by Iowa DOT and some local agency projects
- Information included
  - Location and description
  - DBE goal
  - Proposal guaranty
  - Federal aid wages
  - Contract time
  - Proposal notes
  - Proposal specifications lists
  - Approximate quantities

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## Proposal Form

- Accessed from bidding documents on Contracts webpage
  - Grouped by monthly letting in call groups
  - Helpful to know
    - Monthly letting
    - Call group
    - County

Call group	Bid order range	Call group	Bid order range
Structures	001 - 080	Traffic safety	351 - 400
Alternate pave types	081 - 100	Buildings and sites	401 - 450
PCC pavement	101 - 150	Miscellaneous	451 - 500
HMA – resurfacing	151 - 200	Erosion control	501 - 600
Surface rehabilitation	201 - 300	Bridge painting	601 - 650
Grading	301 - 350	Small business	981 - 999

3-24 contracts

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# Proposal Form

- Cover page provides overall project and letting information
- Proposal ID **31-0321-041**
  - Unique number to identify a project or group of projects being let
    - County number – 2-digits – **31**
    - Route and federal control section number – 4 digit – **0321**
    - Chronological sequence of federal aid projects in county – 3 digit - **041**
  - Leading 0s keep 2, 4, or 3 digits



## OFFICE OF CONTRACTS Proposal

**Proposal ID:** 31-0321-041

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

**Call Order No.:** 009

**Proposal Work Type:** BRIDGE NEW - STEEL GIRDER

**DBE Goal:** 4.0%

**Contracting Authority:** IOWA DEPARTMENT OF TRANSPORTATION

**Proposal Guaranty:** \$100,000.00

### This proposal includes the following project(s):

<b>Project Number:</b> NHSX-032-1(41)-3H-31	<b>County:</b> DUBUQUE
<b>Project Work Type:</b> BRIDGE NEW - STEEL GIRDER	<b>Route:</b> IOWA 32
<b>Location:</b> U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK	
<b>Road System:</b> PRIMARY ROAD (on NHS)	

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# Proposal Form

- Letting date - identifies the monthly letting the project was let in
- Call order No. - identifies and groups the type of work
- DBE Goal - identifies the desired percent of the total bid amount in dollars to be accomplished by disadvantaged business enterprises (DBE)



## OFFICE OF CONTRACTS Proposal

**Proposal ID:** 31-0321-041

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

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<b>Project Work Type:</b> BRIDGE NEW - STEEL GIRDER	<b>Route:</b> IOWA 32
<b>Location:</b> U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK	
<b>Road System:</b> PRIMARY ROAD (on NHS)	

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# Proposal Form

- Contracting authority - owner
- Proposal guaranty - security furnished by the bidder as a guaranty they will execute the work
- Project(s) - identifies the project or projects included in the proposal including
  - County
  - Route
  - Work type
  - Location
  - Road system
  - Status of federal aid
  - Status of predetermined wages



## OFFICE OF CONTRACTS Proposal

**Proposal ID:** 31-0321-041      **Letting Date:** December 19, 2017 10:00 A.M.  
**Call Order No.:** 009  
**Proposal Work Type:** BRIDGE NEW - STEEL GIRDER  
**DBE Goal:** 4.0%  
**Contracting Authority:** IOWA DEPARTMENT OF TRANSPORTATION  
**Proposal Guaranty:** \$100,000.00

### This proposal includes the following project(s):

**Project Number:** NHSX-032-1(41)--3H-31      **County:** DUBUQUE  
**Project Work Type:** BRIDGE NEW - STEEL GIRDER      **Route:** IOWA 32  
**Location:** U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK  
**Road System:** PRIMARY ROAD (on NHS)

**Federal Aid - Wages:** Federal Aid - Predetermined Wages are in Effect

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# Proposal Form

- Project No. **NHSX-032-1(41)--3H-31**
  - Unique combination of letters and numbers following a set pattern
    - System prefix – letter or letters – **NHSX**
    - Route – 3 numeric digits – **032**
    - Federal control section number – 1 numeric digit – **1**
    - Paren number ( ) – digit or digits – **(41)**
    - System prefix – 2 digit alpha numeric – **3H**
    - County number – 2 digit – **31**
    - Leading 0s keep specific number of digits
- Relates to the proposal ID
- PPM 130.01



## OFFICE OF CONTRACTS Proposal

**Proposal ID:** 31-0321-041      **Letting Date:** December 19, 2017 10:00 A.M.  
**Call Order No.:** 009  
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**DBE Goal:** 4.0%  
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### This proposal includes the following project(s):


**Project Number:** NHSX-032-1(41)--3H-31      **County:** DUBUQUE  
**Project Work Type:** BRIDGE NEW - STEEL GIRDER      **Route:** IOWA 32  
**Location:** U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK  
**Road System:** PRIMARY ROAD (on NHS)

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# Proposal Form

- Contract time provides specified start date, work days, and liquidated damages for each site
- Site ID
  - Identifies the site or sites associated with the proposal
  - Multiple sites exist when there are multiple funding sources or there are multiple projects that require specific staging
  - Single projects or multiple projects with staging bundled together will have only 1 site
  - 00 is always the first site

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01  
Page 1 of 2



Contract Time

Proposal ID: 31-0321-041

Call Order No.: 009

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

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


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

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# Proposal Form

- Specified start date
  - Identifies the method/time to start charging working days
  - Types covered in other modules
  - Site specific

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01  
Page 1 of 2



Contract Time

Proposal ID: 31-0321-041

Call Order No.: 009

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

Site ID	Site Details	Liquidated Damages
00	<div style="border: 1px solid red; display: inline-block; padding: 2px;">Late Start Date</div> 05/21/2018      105 WORK DAYS	\$1,500.00

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

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# Proposal Form

- Work days
  - Days that the contractor is provided to complete work
  - Site specific
  - Rules for charging days covered in other modules
- Liquidated damages
  - Dollar amount determined by Contracts Bureau as an estimate of damage to the contracting authority or public for delay in completing work
  - Site specific
  - Not punitive or penalty for defective work

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01  
Page 1 of 2

**Contract Time**

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

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

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

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# Proposal Form

- Proposal notes detail specific information about
  - Lane rentals
  - Complex staging details
- Typically left blank for less complex projects

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01  
Page 2 of 2

**Proposal Notes**

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


**Proposal Notes :**  
There are no notes for this proposal.

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# Proposal Form

- Proposal specification list
  - Identifies notes and specifications applicable to the proposal
  - Note provides the reference or specification
  - Description provides note requirements or title of GS, SS, DS, and SP

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01



11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01

**Proposal Specifications List**

Page 1 of 2


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

Note	Description
001.2015	<b>*** STANDARD SPECIFICATIONS -- SERIES 2015 ***</b> 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.
005.0014	<b>DIGITAL SIGNING OF CONTRACT AND PERFORMANCE BOND THROUGH DOC EXPRESS</b> 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.  The winning bidder will be provided detailed instructions to complete the contract signing through Doc Express.  Costs for complying with this requirement shall be considered incidental to the project. No separate payment will be made.
410.11	<b>*** STORM WATER POLLUTION PREVENTION PLAN ***</b> 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.
500.07.2017	<b>*** WINTER WORK ***</b> 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.
500.2018	<b>*** NO WINTER FREE TIME ***</b> 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'.
DS-15005	<b>DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION PROGRESS SCHEDULE</b>

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# Proposal Form

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01



11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01

**Proposal Specifications List**

Page 2 of 2

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

DS-15044	<b>DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE FOR STRUCTURES</b>
FHWA-1273.05	<b>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS</b>
GS-15005	<b>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</b>
IA17-97.0	<b>PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA170097 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)</b> 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.  <b>*** Additional Requirement ***</b> 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	<b>SPECIAL PROVISIONS FOR GIRDER ERECTION PLAN</b> Dubuque County NHSX-032-1(41)--3H-31

58



# Proposal From

- Proposal schedule of items
  - Provides a detailed listing of all items of work
  - Organized by section and project
- Proposal line number
  - Unique number assigned to each bid item
  - Payment/progress will be paid for each line number
- Item number item description **2404-7775005**
  - Unique number listed in ascending order
  - Specification section – 4 digits – **2404**
  - Bid reference number – 7 digits – **7775005**
  - Description combines specification section title and bid reference details
  - Used to identify forms

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01

**IOWA DOT**  
IMPROVING IOWA'S INFRASTRUCTURE

Page 1 of 4

**Proposal Schedule of Items**

Proposal ID: 31-0321-041

SECTION: 0001      DESIGN NO. 1917; 260'-0" X 36'-0" CONTINUOUS WELDED GIRDER BRIDGE

Alt Set ID:      Alt Mbr ID:

Proposal Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	3,893.000 CY				
0020	2402-2720000 EXCAVATION, CLASS 20	407.000 CY				
0030	2402-2721000 EXCAVATION, CLASS 21	284.000 CY				
0040	2402-2722000 EXCAVATION, CLASS 22	140.000 CY				
0050	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	226.500 CY				
0060	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	447.400 CY				
0070	2404-7775000 REINFORCING STEEL	34,025.000 LB				
0080	2404-7775005 REINFORCING STEEL, EPOXY COATED	82,132.000 LB				
0090	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,695.000 LB				
0100	2408-7800000 STRUCTURAL STEEL	310,230.000 LB				
0110	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	83.000 LF				
0120	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	83.000 LF				
					59	

# Proposal Form

- Item quantity and units
  - How much of each bid item exists for the proposal
  - Units used to measure and pay for an item
- Unit price and bid amount
  - Most items are left blank and completed during bidding
  - A few items like flaggers and pilot cars will have pre-set bid amounts

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01

**IOWA DOT**  
IMPROVING IOWA'S INFRASTRUCTURE

Page 1 of 4

**Proposal Schedule of Items**

Proposal ID: 31-0321-041

SECTION: 0001

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


Alt Set ID:      Alt Mbr ID:

Proposal Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	3,893.000 CY				
0020	2402-2720000 EXCAVATION, CLASS 20	407.000 CY				
0030	2402-2721000 EXCAVATION, CLASS 21	284.000 CY				
0040	2402-2722000 EXCAVATION, CLASS 22	140.000 CY				
0050	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	226.500 CY				
0060	2403-7000210 HIGH PERFORMANCE STRUCTURAL CONCRETE	447.400 CY				
0070	2404-7775000 REINFORCING STEEL	34,025.000 LB				
0080	2404-7775005 REINFORCING STEEL, EPOXY COATED	82,132.000 LB				
0090	2404-7775009 REINFORCING STEEL, STAINLESS STEEL	3,695.000 LB				
0100	2408-7800000 STRUCTURAL STEEL	310,230.000 LB				
0110	2413-1200000 STEEL EXTRUSION JOINT WITH NEOPRENE	83.000 LF				
0120	2413-1200100 NEOPRENE GLAND INSTALLATION AND TESTING	83.000 LF				
					60	

# Proposal Form

- Additional sections are provided for
  - Types of work
  - Incentive payments
  - Divisions
  - Projects
- Incentive/disincentive (I/D)
  - Included for all eligible items
  - Avoid contract modification
- Total is provided for each section
- Total bid combines all sections for the entire proposal

11/16/2017 17:32:18  
AASHTOWare Project v3.01.164.01


**Proposal Schedule of Items**

Page 3 of 4

Proposal ID: 31-0321-041  
 SECTION: 0002 ROADWAY ITEMS  
 Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0230	2122-5190501 PAVED SHOULDER, PORTLAND CEMENT CONCRETE (PAVED SHOULDER PANEL FOR BRIDGE END DRAIN)	25.000 SY				
0240	2123-7450000 SHOULDER CONSTRUCTION, EARTH	2.300 STA				
0250	2301-0690203 BRIDGE APPROACH, BR-203	477.200 SY				
0260	2503-0500402 BRIDGE END DRAIN, DR-402	1.000 EACH				
0270	2528-8445110 TRAFFIC CONTROL	LUMP SUM	LUMP SUM			
0280	2601-2634100 MULCHING	1.200 ACRE				
0290	2601-2636043 SEEDING AND FERTILIZING (RURAL)	1.200 ACRE				
0300	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	1.200 ACRE				
0310	2601-2643412 TURF REINFORCEMENT MAT, TYPE 2	71.000 SQ				
0320	2602-0000020 SILT FENCE	750.000 LF				
0330	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	750.000 LF				
0340	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	75.000 LF				
					61	

## 1.) Addendum

- Revision to the contract documents occurring two weeks after plan turn in
- Often generated from omissions having significant bidding or project impacts
- Least desirable method of making revisions due to timing and assuring distribution to bidders
- Overrides all other contract documents
- Issued by Contracts and provided electronically directly to bidders
- Accessed from Bid Express webpage

# Addendum

- Date of letting and addendum provide length of time change was available to bidders
- C.O., Proposal ID, Project Number provide applicability
- Addendum **19DEC009A01**
  - Date issued – **19DEC**
  - Call order – **009**
  - Addendum number – **A01**
- Changes identified
  - Proposal specification list
  - Proposal schedule of items
  - Plan

## Addendum

Iowa Department of Transportation  
Office of Contracts

Date of Letting: December, 19, 2017

Date of Addendum: December 12, 2017

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

Make the following change to the plan:

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

63

# Questions

64





<p><b>OFFICE OF CONTRACTS</b></p> <p><b>Proposal</b></p>
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**Proposal ID:** 31-0321-041

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

**Call Order No.:** 009

**Proposal Work Type:** BRIDGE NEW - STEEL GIRDER

**DBE Goal:** 4.0%

**Contracting Authority:** IOWA DEPARTMENT OF TRANSPORTATION

**Proposal Guaranty:** \$100,000.00

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**This proposal includes the following project(s):**

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

**County:** DUBUQUE

**Project Work Type:** BRIDGE NEW - STEEL GIRDER

**Route:** IOWA 32

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

**Road System:** PRIMARY ROAD (on NHS)

---

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

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

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

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**Proposal Notes**

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

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**Proposal Notes** :

There are no notes for this proposal.

**Proposal Specifications List**

Page 1 of 2

**Proposal ID:** 31-0321-041

**Call Order No.:** 009

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

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

**Proposal Specifications List**

Page 2 of 2

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

DS-15044 DEVELOPMENTAL SPECIFICATIONS FOR HIGH PERFORMANCE CONCRETE  
FOR STRUCTURES

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

GS-15005 GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE  
CONSTRUCTION

IA17-97.0 PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA170097  
FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT  
COUNTY)  
Note: The Contractor shall review the contract documents and  
is responsible for identifying which zone(s), as defined  
in the Predetermined Wage Rate specification, apply to  
the work on the contract.

\*\*\* Additional Requirement \*\*\*

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

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

**Proposal Schedule of Items**

Page 1 of 4

**Proposal ID:** 31-0321-041

**SECTION:** 0001

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

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

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

## Proposal Schedule of Items

Page 2 of 4

**Proposal ID:** 31-0321-041

**SECTION:** 0001

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

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

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

**Proposal Schedule of Items**

Page 3 of 4

**Proposal ID:** 31-0321-041

**SECTION:** 0002 ROADWAY ITEMS

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

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



**Proposal Schedule of Items**

Page 4 of 4

**Proposal ID:** 31-0321-041

**SECTION:** 0002 ROADWAY ITEMS

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

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



# CONTRACT



Section 4 –  
Contract

# Iowa DOT Contract Administration Introduction

1

## Contract

- Issued to low bidder
- Mirrors the proposal form and provides some additional information
  - DBE commitment
  - Project participants
  - Accounting ID – Not used in AWP
  - Addendums
  - Unit prices, bid amounts, and contract amount
  - Federal requirements for federal aid projects
    - FHWA-1273
    - Predetermined wage rate
- Accessed from DocExpress webpage


# Contract

- Project engineer – office that will administer the project
- Cost center and object code – location of funds used to process payments
- DBE commitment – dollar amount contractor has identified as being completed by DBE subcontractors
- Contracting authority – agency awarding the contract
- Contractor – entity (prime contractor) that will perform the work
- Contract amount – awarded amount for satisfactorily completing work according to the contract documents

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.		
<p>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.</p> <p>Contractor, for and in consideration 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.</p> <p>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.</p>		
<p>By, _____ Contractor (if joint venture)</p> <p>By, _____ Contracting Authority Contract Award Date</p> <p>Iowa DOT Concurrence _____ For Local Agency Contracts Concurrence Date</p>		
3		


# Contract

- Contract ID provides link between project and pool of allocated money
- Each Project in a Contract is assigned a unique Contract ID
- Listed on each contract modification/change order

		12/22/2017 08:03:28
		AASHTOWare Project v3.01.164.01
		Page 1 of 3
Contract Project(s)		
Contract ID: 31-0321-041	Call Order No.: 009	Letting Date: Dec 19, 2017 10:00 A.M.
<p>Project Number: NHSX-032-1(41)-3H-31 County: DUBUQUE</p> <p>Project Work Type: BRIDGE NEW - STEEL GIRDER Accounting ID: 34755</p> <p>Location: U.S. 61 CONNECTOR ROAD B OVER GRANGER CREEK</p> <p>Route: IOWA 32</p> <p>Federal Aid - Predetermined Wages are in Effect</p>		
4		

# Contract

- Addendums that were issued during the letting process are listed
- If none were issued this section will be blank



12/22/2017 08:03:28  
 AASHTOWare Project v3.01.164.01  
 Page 1 of 1

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**Contract Addenda**

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Contracts ID: 31-0321-041

Call Order No.: 009  
 Letting Date: Dec 19, 2017 10:00 A.M.

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The following is a list of Contract Addenda:


19DEC009.A01.

5

# Contract

- Contract amount, unit prices, and bid amount are provided
- Item quantity X unit price = bid amount
- Example: What is the bid amount for line item 0040?

$$140 \times 100 = 14,000.00$$



12/22/2017 08:03:28  
 AASHTOWare Project v3.01.164.01  
 Page 1 of 4

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**Contract Schedule**

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Contract ID: 31-0321-041

Awarded Vendor: SC320

JIM SCHROEDER CONSTRUCTION, INC.

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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	

6

4-3



# Contract

- FHWA-1273 details federal requirements and is attached to every contract utilizing federal aid funds
- If not present, then federal aid requirements are not in effect

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

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

# Contract

- Predetermined wages rate details the wage rate requirements for the contract
- If not present, then predetermined wages are not in effect
- Not all federal aid projects will have predetermined wages

## 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](http://www.dol.gov/whd/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)		8
ZONE 1, 2, AND 3	22.80	5.70
ZONE 4	21.50	5.70

IA170097 - 1

# Contract

- Document signing history shows the contract is signed
  - Who
  - When
- Do not interact with contractor until marked completed by Contracts and Specifications Bureau

Doc Express® Document Signing History	
Contract: 07-3807-130 Document: BO 152 07-3807-130 211019 CONTRACT	
Date	Signed By
10/26/2021	Milt Dakovich Aspro, Inc. Digital Signature (Signed by Contractor)
11/15/2021	Dot Contracts Iowa DOT Electronic Signature (Checked by Contracts & Specifications Bureau)
11/15/2021	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts & Specifications Bureau)
11/15/2021	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Contracts & Specifications Bureau)

9

## Standard Specification (MOM) and (BOP)

- Each item has specific guidelines for the method of measurement (MOM) and basis of payment (BOP)
- Tells the Inspector how the bid line item is measured and paid for
- MOM and BOP covers
  - Contract items
  - Associated incentive/disincentive (I/D)
  - Incidental items
- Types of items
  - Plan quantity
  - Measured quantity
  - Lump sum
  - Incidental

# 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

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# 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

4-6

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# 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 AWP
- 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

13

# Incidental

- Items that are not bid and are part of the contract item
- No direct measurements or payment will be made
- Materials certifications are still required
- Examples
  - 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

# 2599 Items

- Items starting with 2599 designate that standard bid items are not available for the item of work
- Designer should ensure that all parts of the specification are addressed in the contract documents
- Information can be found in DSs, SPs, and estimate reference information
- May use or reference other parts of the specification
- Examples
  - Girder erection plan
  - Concrete barrier shoulder 54" half section on reinforced shoulder
  - MASSH-400 sign post

15

# 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

# 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

17

# 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

4-9

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# Progress 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

19

# 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



# Questions



# 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

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**Contract Project(s)**

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

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**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

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**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

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**Notes**

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

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**Notes :**

There are no notes for this contract.

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**Contract Addenda**

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Contracts ID: 31-0321-041

Call Order No.: 009

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

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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**

Page 3 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
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. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Withholding**

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

## **3. Payrolls and basic records**

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

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

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

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

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

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

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



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

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

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

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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

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

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

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

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

##### **b. Trainees (programs of the USDOL).**

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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



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

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

\* \* \* \* \*

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

**FHWA - 1273**



Section 5 –  
FHWA-1273

# Iowa DOT Contract Administration Introduction

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## FHWA-1273

- Attached to every contract and resulting subcontract utilizing federal aid
- Sections
  - 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

# General

- FHWA-1273 attached to every contract and resulting subcontract
- Excluding purchase orders, rental agreements and other agreements for supplies and services

## 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).

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# Nondiscrimination

- Contract and all related subcontracts of \$10,000 or more
- Compliance with Title VI of Civil Rights Act of 1964 as amended
  - Provide equal employment opportunity
  - EEO officer, program, record keeping
  - Nondiscrimination during hiring, subcontracting, and procurement
  - Training and promotion of minorities and women

## 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.

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# Nonsegregated Facilities

- Contract and all related subcontracts of \$10,000 or more
- Contractor must ensure all employee facilities are nonsegregated

## 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. T

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# Davis-Bacon Act

- Projects exceeding \$2,000 and all related subcontracts
- Compliance with 29 CFR 5.5
  - Minimum wages and payment frequency
  - Withholding mechanism
  - Contractor record keeping
  - Apprentices and trainees

## 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.

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# Contract Work Hours and Safety Act

- Contracts in excess of \$100,000 and all resulting subcontracts
- Compliance with Contract Work Hours and Safety Standards Act
  - Overtime
  - Violation liability
  - Retainage withholding mechanism
  - Subcontracts

## **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 watchpersons and guards.

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# Subletting or Assigning the Contract

- All federal aid contracts on the National Highway System
- Contractor must perform at least 30 percent of the work on the contract
- Based on total original contract price
- Subcontractor requests must be provided so percentage can be checked
  - Initial by Contracts
  - Subsequent by engineer

## **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).

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# Safety: Accident Prevention

- All federal aid contracts and related subcontracts
- Contractor must comply with all safety, health, and sanitation regulations
- Right to entry to inspect or investigate

## **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).

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# False Statements

- All federal aid contracts and resulting subcontracts
- Perform all functions correctly and honestly
- Willful falsification and/or misrepresentation is violation of federal law

## **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.

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# Implementation of Clean Air Act and Water Pollution Control Act

- Contract and all related subcontracts of \$150,000 or more
- All agree to comply with Clean Air Act and the Federal Water Pollution Control Act

## **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 200.327.

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

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# Certification Regarding Debarment, Suspension, Ineligibility and Exclusion

- Contract, subcontract, purchase, or transaction of \$25,000 or more
- Contractor signing proposal is providing certification regarding debarment, suspension, and voluntary exclusion
- Contractor provides subcontractors and materials suppliers with certification statement
- Certification statement signed by subcontractors and materials suppliers

## **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.

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# Certification Regarding Contract Funds for Lobbying

- Contracts in excess of \$100,000 and all resulting subcontracts
- Contractor signing proposal is providing certification that contract funds are not being used to influence or lobby federal employees
- Contractor provides subcontractors with certification statement
- Certification statement signed by subcontractors

## **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

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# Use of United States Flag Vessels

- All contracts and related subcontracts
- Applies to material or equipment acquired specifically for project
- Utilize privately owned United States-flag vessels for at least 50 percent of tonnage

## **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

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# Questions

**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



**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

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.

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### **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 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).

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.

# **TITLE VI**



Section 6 –  
Title VI

# Iowa DOT Contract Administration Introduction

1

## Title VI

- Part of the Civil Rights Act of 1964
- For federally assisted programs (federal aid projects)
  - Protects individuals, groups and organizations from discrimination
  - Affords equal opportunity
  - Provide public involvement and input at all project stages
  - Take reasonable steps to provide access to limited English proficiency individuals
- Applicable to
  - Recipients (IDOT)
  - Sub-recipients (local agencies)
  - Contractors
  - Subcontractors
- Recipients and sub-recipients must designate a Title VI liaison
- Report issues to Title VI liaison

# Questions

# **ROLES & RESPONSIBILITIES**





Section 7 –  
Roles and  
Responsibilities

# Iowa DOT Contract Administration Introduction

1

## Authority of Engineer

- Standard Specification 1105.01 and CM 2.01
- Professionally licensed in the State of Iowa
- Authorized representative of the contracting authority
- Determine all questions and disputes which may arise relative to the acceptable fulfillment of the contract
- Decisions are subject to review and potential revision by contracting authority or administering office

**1105.01 AUTHORITY OF ENGINEER.**

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

2

# Responsibility of Engineer

- Ensuring compliance with contract documents and project completion
- Maintaining good relations with contractors, affected property owners, and the general public
- Assigning personnel to inspection and survey operations on the project, along with providing the supervision and instructions necessary to assure proper performance of assigned duties
- Keeping the contracting authority informed of construction progress
- Maintaining complete project records and proper documentation
- Assuring proper use of equipment and materials used in the performance of assigned duties
- NOT directing contractor in everyday activities

3

## Conformity With and Coordination of the Contract Documents

- Standard Specification 1105.04
- 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 unacceptable shall be corrected at the expense of contractor

- 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.

4

# Reasonably Close Conformity Example

- Specification for concrete air content for paving is 6.0 to 10.0 percent in front of paver
  - Test result is 7.7% - considered within reasonably close conformity “complying”
  - Test result is 10.3% - not within reasonably close conformity not significant risk so engineer decides to price adjust according to the schedule in the CM
  - Test result is 3.5% - not within reasonably close conformity with significant risk so engineer decides to remove and replace

5

## Authority of Inspector

- Standard Specification 1105.06 and CM 3.01
- Authorized representative of the engineer
- Reject materials or suspend work if quality is in dispute
- NOT
  - Modify provisions of the contract documents
  - Approve or accept work
  - Supervise or direct the contractor or subcontractor

# Authority of Inspector

## **1105.06 AUTHORITY AND DUTIES OF INSPECTOR.**

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

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# Responsibility of Inspector

- Be familiar with the contract documents
- Establish the proper frequency of testing and intensity of inspection
- Determine compliance of materials and work performed
- Identify and clearly communicate unacceptable work immediately to the contractor
- Document daily activities
- Measure and pay for work that is acceptable
- Inform the engineer about progress and issues

# Documentation of Daily Activities

- Who – contractor, subcontractors, utilities
- What – items, weather, issues
- When – date, time of major events
- Where –Station and offset
- How – workers, equipment, methods
- Tests – type, results, compliance
- Quantities – measurements, sketches

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# Inspection of Work

- Standard Specification 1105.07
- Contractor must allow opportunity for inspection to determine if work conforms with the contract documents
- Work without ample opportunity for inspection may be
  - Removed and replaced at expense of contractor
  - Not included for payment



# Inspection of Work

## 1105.07 INSPECTION OF WORK.

- A. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.
- C. Work done without the Engineer having been afforded ample opportunity to provide suitable inspection, or unauthorized work, may be ordered removed and replaced at the Contractor's expense, or may be excluded from the quantities measured for payment.

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## Responsibility of Contractor

- Complete all work according to the contract documents
- Provide qualified supervision capable of understanding, overseeing, and directing work - 1105.05
- Abide by all laws, ordinances, and regulations related to employees and equipment used in completion of work – 1107.01
- Maintain appropriate insurance – 1107.02
- Procure all necessary permits – 1107.03

# Responsibility of Contractor

- Comply with all laws, rules, and ordinances governing safety, health, pollution, sanitation, and disposal of materials – 1107.07
- Complete work in such a way to provide the greatest public convenience and safety – 1107.08
- Placing and maintaining barricades, warning signs, and other traffic control devices – 1107.09
- Restore damaged property – 1107.11
- Indemnify and save harmless the contracting authority – 1107.12

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# Responsibility of Contractor

- Avoid damaging public utilities and services – 1107.15
- Comply with environmental requirements – 1107.18
  - Clean Water Act
  - Threatened and endangered species
  - Migratory birds
  - Cultural resources
  - Regulated materials
  - Noise
  - Loess hills

# Questions



# **PROGRAMS AND WEB- PAGES**



Section 8 –  
Programs,  
Resources, and  
Webpages

# Iowa DOT Contract Administration Introduction

1

## Electronic Reference Library

- Accessed from
  - <https://erl.iowadot.gov/#!/>
- Content
  - Current GS
  - SS
  - Materials IM's
  - Standards
  - Flagger training
  - CM
  - SUDAS specification
- Updated every October and April
- Link to archives

HOWADOT

ERL HOME

SEARCH


SPECIFICATIONS HOMEPAGE


ARCHIVE PRE OCT 2022


ELECTRONIC REFERENCE LIBRARY


Current ERL Issue - October 15, 2024  
The April 16, 2024 ERL has been archived.


Search or press enter for all records


  
Standard Specifications with GS-23003 Revisions


  
Supplemental Specifications


  
Materials I.M.s


  
Standard Road Plans


  
Standard Culvert Plans


  
Standard Bridge Plans

  
Sign Truss Standards

  
ITS Standards

  
Flagger Training Website

  
Construction Manual \*

  
SUDAS Standard Specifications \*

\* These manuals are not contract documents and are provided for information only

HOWADOT

ERL HOME

SEARCH

SPECIFICATIONS HOMEPAGE

ARCHIVE PRE OCT 2022

<

\*

Boolean

Q

x

Columns

Filters

Facets

Browse

More

1 - 50 of 251

Browse Path : Standard Specifications

First

Previous

1

Next

Last

Browse All > Standard Specifications

Division 11 - General Requirements [14]

Division 20 - General Equipment [2]

Division 21 - Earthwork, Subgr. [23]

Division 22 - Base Courses [9]

Division 23 - Surface Courses [19]

Division 24 - Structures [39]

Division 25 - Miscellaneous Co. [59]

Division 26 - Roadside Develop. [6]

Division 41 - Construction Mat. [79]

	Title	Library	ERL Release Date	Description	Collection	Creator	Series
<input type="checkbox"/>	Appendix	ERLLib	10/15/2024	Tables, charts	Standard Specifications		
<input type="checkbox"/>	Division 11 Table of Contents	ERLLib	10/18/2022		Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Division 20 Table of Contents	ERLLib	10/18/2022		Standard Specifications		Division 20 - General Equipment
<input type="checkbox"/>	Division 21 Table of Contents	ERLLib	10/17/2023		Standard Specifications		Division 21 - Earthwork, Subgr.
<input type="checkbox"/>	Division 22 Table of Contents	ERLLib	10/18/2022		Standard Specifications		Division 22 - Base Courses
<input type="checkbox"/>	Division 23 Table of Contents	ERLLib	10/18/2022		Standard Specifications		Division 23 - Surface Courses
<input type="checkbox"/>	Division 24 Table of Contents	ERLLib	10/18/2022		Standard Specifications		Division 24 - Structures
<input type="checkbox"/>	Division 25 Table of Contents	ERLLib	10/17/2023		Standard Specifications		Division 25 - Miscellaneous Co.
<input type="checkbox"/>	Division 26 Table of Contents	ERLLib	10/18/2022		Standard Specifications		Division 26 - Roadside Develop.
<input type="checkbox"/>	Division 41 Table of Contents	ERLLib	10/17/2023		Standard Specifications		Division 41 - Construction Mat.
<input type="checkbox"/>	Information	ERLLib	10/18/2022	Questions or comments, ord...	Standard Specifications	dharnes	
<input type="checkbox"/>	Preface	ERLLib	10/18/2022	page i-ii	Standard Specifications	dharnes	
<input type="checkbox"/>	Section 1101	ERLLib	10/17/2023	Definitions	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1102	ERLLib	10/15/2024	Proposal Requirements and ...	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1103	ERLLib	10/15/2024	Approval for Award and Awar...	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1104	ERLLib	10/18/2022	Scope of Work	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1105	ERLLib	10/17/2023	Control of Work	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1106	ERLLib	10/18/2022	Control of Materials	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1107	ERLLib	10/15/2024	Legal Relations and Respon...	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1108	ERLLib	10/17/2023	Prosecution and Progress	Standard Specifications		Division 11 - General Requirements
<input type="checkbox"/>	Section 1109	ERLLib	10/17/2023	Measurement and Payment ...	Standard Specifications		Division 11 - General Requirements

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**Browse All** > Standard Specifications > Division 23 -  
Surface Courses

### 2303.01 DESCRIPTION

- A. Design, produce, place, and compact flexible paving mixtures using proper quality control. Construct to the dimensions specified in the contract documents.
- B. A surface course is the top lift. An intermediate course is the next lower lift or lifts. Use intermediate course mixtures for leveling, strengthening, and wedge courses. A base course is the lift or lifts placed on a prepared subgrade or subbase.

## 2303.02 MATERIALS.

#### A. Asphalt Binder

Use the specified Performance Graded (PG) asphalt binder meeting the requirements of [Section 4137](#). For shoulder mixtures refer to [Section 2122](#). For base widening mixtures refer to [Section 2213](#). Adjustments to the contract binder grade may be required according to [Article 2303.02, C, 6](#).

### B. Aggregates.

1. Individual Aggregates.
- Use virgin mineral aggregate as specified in [Section 4127](#).
  - When specified, furnish friction aggregate from sources identified in [Materials I.M. T203](#).
    - Friction Classification L-2.

Use a combined aggregate such that:

      - At least 80% of the combined aggregate retained on the No. 4 sieve is Type 4 or better friction aggregate, and
      - At least 25% of the combined aggregate retained on the No. 4 sieve is Type 2 or better friction aggregate, and
      - For Interstates and all mixtures designed for Very High Traffic (VT), the fineness modulus of the combined Type 2 aggregate is at least 1.0. Calculations for fineness modulus are shown in [Materials I.M. 501](#).
      - On Interstates and all mixtures designed for Very High Traffic (VT), if 40% or more of the total aggregate is a limestone as defined in [Materials I.M. T203](#), at least 30% of the combined aggregate retained on the No. 4 sieve is Type 2 or better friction aggregate and at least 25% of combined aggregate passing No. 4 sieve is Type 2 or better friction aggregate.
    - Friction Classification L-3.

Use a combined aggregate such that:

      - At least 80% of the combined aggregate retained on the No. 4 sieve is Type 4 or better friction aggregate, and
      - At least 45% of the combined aggregate retained on the No. 4 sieve is Type 3 or better friction aggregate, or if Type 2 is used in place of Type 3, at least 25% of the combined aggregate retained on the No. 4 sieve is Type 2.
    - Friction Classification L-4.

Use a combined aggregate such that at least 50% of the combined aggregate retained on the No. 4 sieve is Type 4 or better friction aggregate.
2. Combined Aggregates.
- Use a combined aggregate meeting the requirements in [Materials I.M. 510](#).
  - When mixtures include RAM, use a combined aggregate gradation consisting of a mixture of RAM aggregate and virgin aggregate.

### C. Recycled Asphalt Materials

1. RAM includes RAP and RAS. The designations Classified and Unclassified are exclusively for the use of RAP in HMA.
  2. Identify each RAP stockpile and document Classified and Unclassified RAP stockpiles as directed in [Materials I.M. 505](#). Do not add material to a Classified RAP stockpile without the approval of the District Materials Engineer.
  3. The Engineer may reject a RAP stockpile for non-uniformity based on visual inspection. Work the stockpiles in such a manner that the materials removed are representative of a cross section of the pile.
  4. Place stockpiles of RAP as directed in [Materials I.M. 505](#). Do not use RAP stockpiles containing concrete chunks, grass, dirt, wood, metal, coal tar, or other foreign or environmentally restricted materials. RAP stockpiles may include PCC (not to exceed 10% of the stockpile) from patches or composite pavement that was milled as part of the asphalt pavement.
  5. When RAP is taken from a project, or is furnished by the Contracting Authority, the contract documents will indicate quantity of RAP expected to be available and test information, if known. RAP not used in HMA becomes the property of the Contractor.
  6. For mix design purposes, the Contracting Authority will test samples of the RAM. The aggregate gradation and amount of asphalt binder in the RAM will be based on the Contracting Authority's extract tests. For mixtures using RAM, adjust the contract binder grade as directed in [Materials I.M. 510](#). No adjustments will be made to the contract unit price for required changes to the asphalt binder grade. RAP may be used in accordance with [Materials I.M. 510 Appendix C](#). For surface mixtures, 70% of the total asphalt binder shall be virgin.
    - a. Classified RAP
      - 1) Classified RAP is one of the following
- 8-3

erl.iowadot.gov/#/s?a=b&type=16

DOTNET ERL ERL New Construct HMA 1/40

Section 2303

Section 2303. Flexible Pavement

2303.01 DESCRIPTION.

A. Design, produce, place, and compact flexible paving mixtures using proper quality control. Construct to the dimensions specified in the contract documents.

B. A surface course is the top lift. An intermediate course is the next lower lift or lifts. Use intermediate course mixtures for leveling, strengthening, and wedge courses. A base course is the lift or lifts placed on a prepared subgrade or subbase.

2303.02 MATERIALS.

A. Asphalt Binder.

Use the specified Performance Graded (PG) asphalt binder meeting the requirements of [Section 4137](#). For shoulder mixtures refer to [Section 2122](#). For base widening mixtures refer to [Section 2213](#). Adjustments to the contract binder grade may be required according to [Article 2303.02, C, 8](#).

B. Aggregates.

1. Individual Aggregates.

a. Use virgin mineral aggregate as specified in [Section 4127](#).

b. When specified, furnish friction aggregate from sources identified in [Materials I.M. T203](#).

1) Friction Classification L-2.

Use a combined aggregate such that:

a) At least 80% of the combined aggregate retained on the No. 4 sieve is Type 4 or better friction aggregate, and

b) At least 25% of the combined aggregate retained on the No. 4 sieve is Type 2 or better friction aggregate, and

c) For Interstates and all mixtures designed for Very High Traffic (VT), the fineness modulus of the combined Type 2 aggregate is at least 1.0. Calculations for fineness modulus are shown in [Materials I.M. 501](#).

d) On Interstates and all mixtures designed for Very High Traffic (VT), if 40% or more of the total aggregate is a limestone as defined in [Materials I.M. T203](#), at least 30% of the combined aggregate retained on the No. 4 sieve is Type 2 or better friction aggregate and at least 25% of combined aggregate passing No. 4 sieve is Type 2 or better friction aggregate.

2) Friction Classification L-3.

Use a combined aggregate such that:

a) At least 80% of the combined aggregate retained on the No. 4 sieve is Type 4 or better friction aggregate, and

b) At least 45% of the combined aggregate retained on the No. 4 sieve is Type 3 or better friction aggregate, or if Type 2 is used in place of Type 3, at least 25% of the combined aggregate retained on the No. 4 sieve is Type 2.

3) Friction Classification L-4.

Use a combined aggregate such that at least 50% of the combined aggregate retained on the No. 4 sieve is Type 4 or better friction aggregate.

2. Combined Aggregates.

a. Use a combined aggregate meeting the requirements in [Materials I.M. 510](#).

b. When mixtures include RAM, use a combined aggregate gradation consisting of a mixture of RAM aggregate and virgin aggregate.

C. Recycled Asphalt Materials.

1. RAM includes RAP and RAS. The designations Classified and Unclassified are exclusively for the use of RAP in [HMA](#).

2. Identify each RAP stockpile and document Classified and Unclassified RAP stockpiles as directed in [Materials I.M. 505](#). Do not add material to a Classified RAP stockpile without the approval of the District Materials Engineer.

3. The Engineer may reject a RAP stockpile for non-uniformity based on visual inspection. Work the stockpiles in such a manner that the materials removed are representative of a cross section of the pile.

4. Place stockpiles of RAP as directed in [Materials I.M. 505](#). Do not use RAP stockpiles containing concrete chunks, grass, dirt, wood, metal, coal tar, or other foreign or environmentally restricted materials. RAP stockpiles may include PCC (not to exceed 10% of the stockpile) from patches or composite pavement that was milled as part of the asphalt pavement.

5. When RAP is taken from a project, or is furnished by the Contracting Authority, the contract documents will indicate quantity of RAP expected to be available and test information, if known. RAP not used in [HMA](#) becomes the property of the Contractor.

6. For mix design purposes, the Contracting Authority will test samples of the RAM. The aggregate gradation and amount of asphalt binder in the RAM will be based on the Contracting Authority's extraction tests. For mixtures containing RAM, adjust the contract binder grade as directed in [Materials I.M. 510](#). No adjustments will be made to the contract unit price for required changes to the asphalt binder grade. RAP may be used in accordance with [Materials I.M. 510 Appendix C](#). For surface mixtures, 70% of the total asphalt binder shall be virgin.

a. Classified RAP.

1) Classified RAP is one of the following

Close

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IOWADOT ERL HOME SEARCH SPECIFICATIONS HOMEPAGE [ARCHIVE PRE OCT 2022](#)

Electronic Reference Library (ERL)

ERL home  
Updates since current ERL issue  
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ERL corrections  
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Specifications

Archives

Select an archive year

Date	Archive
April 16, 2024	<ul style="list-style-type: none"><li><a href="#">Standard Specifications with GS-23002</a></li><li><a href="#">Materials I.M.s</a></li><li><a href="#">Standard Road Plans</a></li><li><a href="#">Standard Culvert Plans</a></li><li><a href="#">Standard Bridge Plans</a></li><li><a href="#">Sign Truss Standards</a></li><li><a href="#">Construction Manual</a></li><li><a href="#">Flagger's Handbook</a></li><li><a href="#">SUDAS Standard Specifications</a></li></ul>

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# Contracts Webpage

- Accessed from
  - <https://iowadot.gov/contracts>
- Content (as let)
  - Plans
  - Proposals
  - E-files
  - Current and historic lettings

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**IOWA DOT** DMV TRAVEL BUSINESS FORMS CONTACT US A-Z INDEX

## CONTRACTS

**CONTRACTS HOME**

PLANS AND ESTIMATION PROPOSALS

▶ CURRENT LETTINGS

▶ FUTURE LETTINGS

▶ HISTORICAL/COMPLETED LETTINGS

▶ GENERAL LETTING INFORMATION

CONTACT US

SPECIFICATIONS HOME

### CURRENT LETTING INFORMATION

Highway lettings typically take place on the **third Tuesday of each month**. These lettings include interstate, primary and secondary road work, and maintenance projects.

**DOWNLOAD PLANS & PROPOSALS**

[Notice to Bidders](#)

[Notice to Bidders - December 3, 2024 Special Letting](#)

[Letting schedule critical dates](#)

[The letting process](#)

[New contractor information](#)

### PRIME CONTRACTOR PREQUALIFICATIONS

The Iowa DOT is now requiring online submittal of the Contractor's Financial-Experience-Equipment Statement (Form 650004). The Form 650004 must be completed and submitted online from a computer, tablet or mobile device. You will be able to upload attachments and submit them with the form. Any other submittal format is not accepted.

To be prequalified to bid as a prime contractor on most work types, a contractor must submit via online a Contractor's Financial-Experience-Equipment

### WHAT WE DO

Contracts is the focal point where all pre-letting activities converge so contracting can take place for construction. We are also responsible for two major functions of the Iowa Department of Transportation:

- Estimating and contract letting.
- Bid review, monitoring and collusion detection.

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CONTRACTS HOME

PLANS AND ESTIMATION  
PROPOSALS

▶ CURRENT LETTINGS

▶ FUTURE LETTINGS

▶ HISTORICAL/COMPLETED LETTINGS

▶ GENERAL LETTING INFORMATION

CONTACT US

SPECIFICATIONS HOME

## PLANS AND ESTIMATION PROPOSALS

## 2025 ELECTRONIC PLANS AND PROPOSALS

▶ [January 2025 Letting](#) (Available 12/17/24)

## DOCUMENT PORTAL

[View plans and proposals prior to January 2022](#) in the Document Portal. To see more recent plans and proposals, view the list below.



**Need help finding specific plans and proposals?** Check out our [help and frequently asked questions page](#) for tips on locating lettings, downloading and opening zip folders, and getting the best results when printing your documents.

## 2024 ELECTRONIC PLANS AND PROPOSALS

▶ [December 2024 Letting](#)▶ [December 3, 2024 Special Letting](#)▶ [November 2024 Letting](#)▶ [October 22, 2024 Special Letting](#)▶ [October 2024 Letting](#)▶ [October 8, 2024 Special Letting](#)▶ [September 2024 Letting](#)▶ [September 24, 2024 Special Letting](#)▶ [September 4, 2024 Special Letting](#)▶ [August 2024 Letting](#)▶ [July 30, 2024 Special Letting](#)▶ [July 2024 Letting](#)▶ [June 2024 Letting](#)▶ [May 2024 Letting](#)▶ [April 2024 Letting](#)▶ [March 2024 Letting](#)▶ [February 2024 Letting](#)▶ [January 2024 Letting](#)

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CONTRACTS HOME

PLANS AND ESTIMATION  
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▶ CURRENT LETTINGS

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▶ GENERAL LETTING INFORMATION

CONTACT US

SPECIFICATIONS HOME

## LETTING DOCUMENTS - NOVEMBER 2024

## Disclaimer

The ability to access this information online is not to be construed as an indication that a person or entity is eligible to bid on projects for which bids are being solicited. Contractors must be authorized to submit a bid as a prime by the Office of Contracts. Requests to be authorized to bid as a prime contractor on individual proposals must be submitted through the [Bid Express website](#) by noon the day prior to the letting unless specified otherwise.

## Call group

Structures  
Alternate pave types  
PCC pavement  
HMA – resurfacing  
Surface rehabilitation  
Grading

## Bid order range

001 - 080  
081 - 100  
101 - 150  
151 - 200  
201 - 300  
301 - 350

## Call group

Traffic safety  
Buildings and sites  
Miscellaneous  
Erosion control  
Bridge painting  
Small business contracts

## Bid order range

351 - 400  
401 - 450  
451 - 500  
501 - 600  
601 - 650  
981 - 999

Show 10 entries

Search:

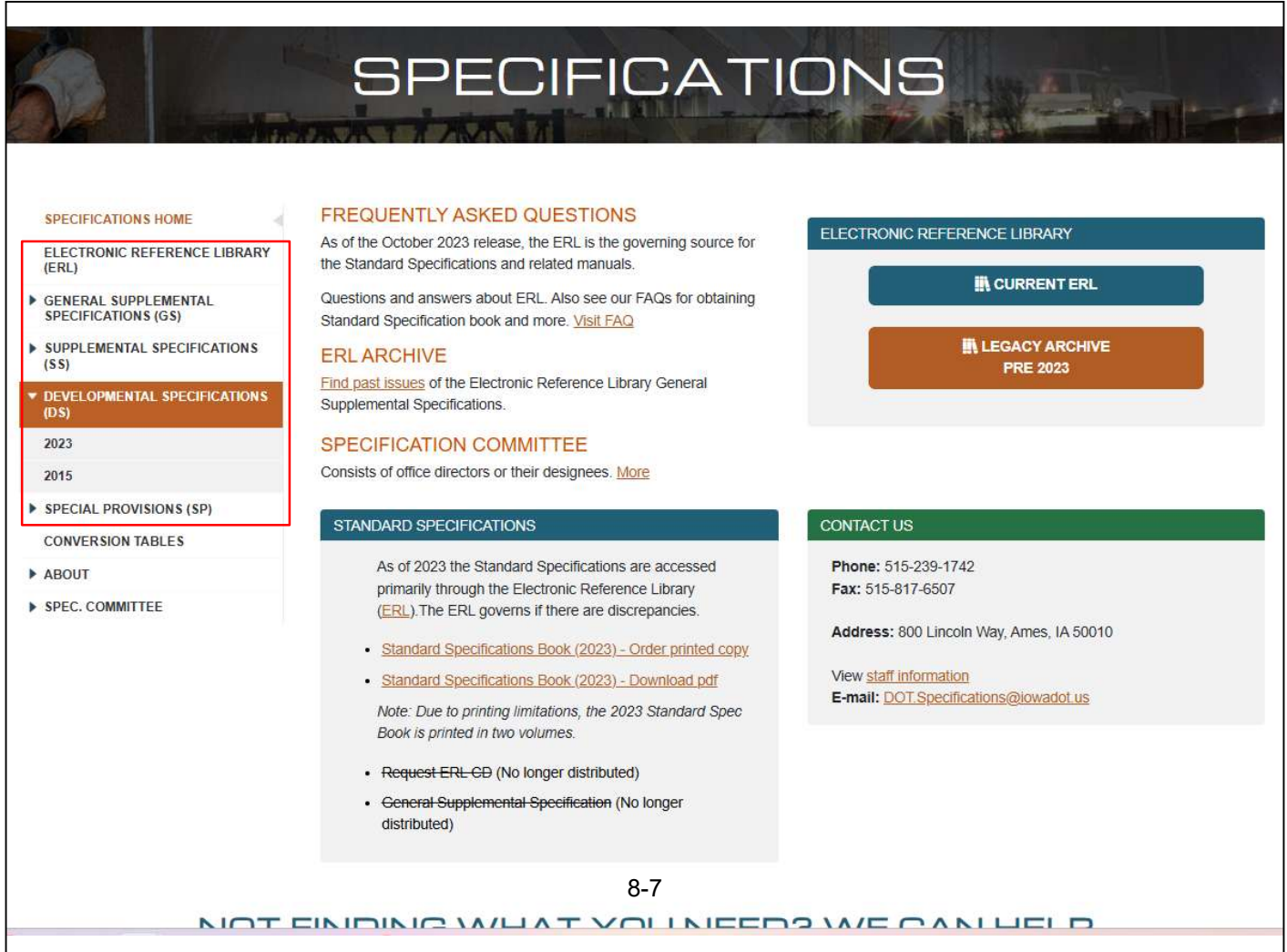
BID ORDER	PROPOSAL ID	COUNTY	PROJECT NUMBER	DOWNLOAD
001	03-0762-059	ALLAMAKEE	BRF-076-2(59)–38-03	<a href="#">DOWNLOAD PLANS / PROP</a> <a href="#">DOWNLOAD ROAD E-FILES</a> <a href="#">DOWNLOAD BRIDGE E-FILES</a>
002	06-C006-123	BENTON	BROS-C006(123)–8J-06	<a href="#">DOWNLOAD PLANS / PROP</a> <a href="#">DOWNLOAD PLANS / PROP</a> <a href="#">DOWNLOAD</a>



# Specifications Webpage

- Accessed from
  - <https://iowadot.gov/specifications/>
- Content
  - ERL link
  - Current and historic
    - GS
    - SS
    - DS
    - SP

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The screenshot displays the Iowa DOT Specifications Webpage. At the top, a banner image shows a construction site at night with the word "SPECIFICATIONS" in large white letters. Below the banner, the page is organized into several sections. On the left is a navigation menu with a red box highlighting the "ELECTRONIC REFERENCE LIBRARY (ERL)" section, which includes links for General Supplemental Specifications (GS), Supplemental Specifications (SS), Developmental Specifications (DS) (with sub-links for 2023 and 2015), and Special Provisions (SP). Other menu items include Conversion Tables, About, and the Specification Committee. The main content area features "FREQUENTLY ASKED QUESTIONS" about the ERL, an "ERL ARCHIVE" with a link to past issues, and the "SPECIFICATION COMMITTEE" information. To the right, there are buttons for "CURRENT ERL" and "LEGACY ARCHIVE PRE 2023". At the bottom right, a "CONTACT US" section provides phone, fax, address, and email information. A footer at the very bottom reads "NOT FINDING WHAT YOU NEED? WE CAN HELP".

## SPECIFICATIONS

**SPECIFICATIONS HOME**

- ELECTRONIC REFERENCE LIBRARY (ERL)**
  - ▶ GENERAL SUPPLEMENTAL SPECIFICATIONS (GS)
  - ▶ SUPPLEMENTAL SPECIFICATIONS (SS)
  - ▼ **DEVELOPMENTAL SPECIFICATIONS (DS)**
    - 2023
    - 2015
  - ▶ SPECIAL PROVISIONS (SP)
- CONVERSION TABLES
- ▶ ABOUT
- ▶ SPEC. COMMITTEE

**FREQUENTLY ASKED QUESTIONS**

As of the October 2023 release, the ERL is the governing source for the Standard Specifications and related manuals.

Questions and answers about ERL. Also see our FAQs for obtaining Standard Specification book and more. [Visit FAQ](#)

**ERL ARCHIVE**

[Find past issues](#) of the Electronic Reference Library General Supplemental Specifications.

**SPECIFICATION COMMITTEE**

Consists of office directors or their designees. [More](#)

**ELECTRONIC REFERENCE LIBRARY**

**CURRENT ERL**

**LEGACY ARCHIVE PRE 2023**

**STANDARD SPECIFICATIONS**

As of 2023 the Standard Specifications are accessed primarily through the Electronic Reference Library (ERL). The ERL governs if there are discrepancies.

- [Standard Specifications Book \(2023\) - Order printed copy](#)
- [Standard Specifications Book \(2023\) - Download pdf](#)

*Note: Due to printing limitations, the 2023 Standard Spec Book is printed in two volumes.*

- Request ERL-GB (No longer distributed)
- General Supplemental Specification (No longer distributed)

**CONTACT US**

**Phone:** 515-239-1742  
**Fax:** 515-817-6507

**Address:** 800 Lincoln Way, Ames, IA 50010

View [staff information](#)  
**E-mail:** [DOT.Specifications@iowadot.us](mailto:DOT.Specifications@iowadot.us)

NOT FINDING WHAT YOU NEED? WE CAN HELP

# Local Systems Webpage

- Accessed from
  - [https://iowadot.gov/local\\_systems](https://iowadot.gov/local_systems)
- Content
  - Contact information
  - Instructional Memorandums and Federal-Aid Guide
  - Training and videos
  - Post letting resources
  - Doc Express and Appia
  - Inspection worksheets

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**IOWA DOT** DMV TRAVEL BUSINESS FORMS CONTACT US A-Z INDEX

KNOW WHAT YOU'RE LOOKING FOR? TRY OUR A-Z INDEX

## LOCAL SYSTEMS

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- CONTACT US
- CONTACT LOCAL/FEDERAL PARTNERS
- INSTRUCTIONAL MEMORANDUMS AND FEDERAL-AID GUIDE
- I.M. TABLE OF CONTENTS
- LOCAL SYSTEMS EMAILS
- TRAININGS & VIDEOS
- PRE-LETTING RESOURCES
- POST-LETTING RESOURCES
- DOC EXPRESS AND APPIA
- INSPECTION WORKSHEETS (EXCEL)
- COUNTY REPORTS, FUNDING, RESOURCES

The Local Systems Bureau's mission is to "Serve and support transportation partners in the funding, development, and implementation of their projects to assist with compliance of state and federal policies and procedures. Through collaboration, the Local Systems Bureau strives to enhance the safety, quality, and growth of infrastructure in Iowa."

To achieve this, the Local Systems Bureau produces, maintains and publishes Instructional Memorandums to guide the Local Public Agencies (LPAs) to achieve compliance. The LPA program ranges from \$250 Million to \$350 Million annually let through the Iowa DOT. There are approximately 500-600 active projects in Construction phase at any one time. Federal and Iowa Code require Local Systems to oversee several of the LPAs reports, programs, and budgets. City and County roadways and bridges in Iowa account for over 105,000 miles of roadway and almost 20,000 LPA-owned bridges.

The Local Systems Bureau prioritizes safety, equality, and collaboration to enhance the quality of life for all, fostering a supportive and respectful environment.

**GET NOTIFIED**

- Subscribe to Local Systems emails. See our lists.

**SUBSCRIBE**

**CONTACT US**

✓ QUESTIONS?  
Call 515-239-1528

Organization chart  
Regions Map  
Iowa DOT utility coordination contacts

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## Chapter 6 - Construction

### Section 6.0 -- General

<a href="#">6.000*</a>	Construction Inspection	November 21, 2024	All	Both
	<a href="#">Attachment A</a> - Preconstruction Inspection Process Flowchart	December 31, 2015	All	Both
	<a href="#">Attachment B</a> - Construction Inspection Process Flowchart	December 31, 2015	All	Both
	<a href="#">Attachment C</a> - Subcontract Review and Authorization Process - Post Award Flowchart	November 27, 2019	All	Both
	<a href="#">Attachment D</a> - Local Public Agency Construction Contract Administration Guidance	June 12, 2024	All	Both
	<a href="#">Attachment E</a> - Iowa DOT Field Inspection Review Report (Word)	January 26, 2017	All	Both
	<a href="#">Attachment F</a> - Doc Express and Appia Instructions for Local Public Agencies	February 10, 2023	All	Both
	<a href="#">Attachment G</a> - Request for Early Release of Retained Funds (Word)	February 15, 2022	All	Both
	<a href="#">Attachment H</a> - Doc Express Change Order Drawer Signatures and Workflow Steps	November 21, 2024	All	Both
<a href="#">6.020</a>	Payment and Reimbursement Processes	December 27, 2024	All	Both

### Section 6.1 -- Project Close-out and Audits

<a href="#">6.110*</a>	Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects	November 21, 2024	All	Both
	<a href="#">Attachment A</a> - Project Close-out Process Overview Flowchart	March 2, 2021	All	Both
	<a href="#">Attachment B</a> - Final Review and Audit Process Flowchart - Highway or Bridge Construction	March 2, 2021	All	Both
	<a href="#">Attachment C</a> - Final Review and Audit Process Flowchart - Non-highway Construction, DOT Specifications	December 21, 2018	All	Both
	<a href="#">Attachment D</a> - Final Review and Audit Process Flowchart - Non-highway Construction, Non-DOT Specifications	December 31, 2015	All	Both
	<a href="#">Attachment E</a> - Required LPA Project Documentation and Pre-audit Checklist (Word)	June 12, 2024	All	Both
	<a href="#">Attachment F</a> - Final Forms Packet Checklist (Word)	December 31, 2020	All	Both
	<a href="#">Attachment G</a> - Doc Express Closeout Drawer Signatures and	November 21, 2024	All	Both

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## INSPECTION WORKSHEETS

These Inspection Worksheets are Excel Spreadsheets that can either be used in electronic format, or printed and organized into a binder for use in the field. There are two types of forms.

- ✓ The first type (labeled E0XX) is **Item Progress forms** that are used to document installation dates, locations, and field measurements of items as they are constructed.
- ✓ The second type (labeled E1XX) is **Support forms** that are used to record Construction Inspection Activities and Results of Field Tests.

When using either FieldManager or Appia to record construction progress, the Item Progress forms (labeled E0XX) are not required. However, the Support Forms (labeled E1XX) are always required to serve as a record of the inspection activities that are performed during construction. Also, when not using electronic documentation, in addition to the item progress forms, the seven forms listed at the top are also required in the field book records.

### Download Inspection worksheets (Excel format)

[Index](#)

[Daily 1](#)

[Daily 2](#)

[Project Index](#)

[Project Index A](#)

[Inspectors checklist](#)

[Project information](#)

[E001](#)

[E001A](#)

[E002](#)

[E002A](#)

[E003](#)

[E016A](#)

[E017](#)

[E017A](#)

[E018](#)

[E018A](#)

[E033](#)

[E033A](#)

[E034](#)

[E034A](#)

[E035](#)

[E110](#)

[E111](#)

[E112](#)

[E113](#)

[E114](#)

8-9

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- Accessed from
  - [https://iowadot.gov/construction\\_materials](https://iowadot.gov/construction_materials)
- Content
  - Contact information
  - Contract administration
  - Technical specialty areas
  - Inspection tools and resources
  - Training

[illegible]

# CONSTRUCTION & MATERIALS

CONSTRUCTION AND MATERIALS  
HOME

RCE CONFERENCE

APPROVED PRODUCTS (MAPLE)

CONTACTS

CONTRACT ADMINISTRATION

EARTHWORK AND EROSION  
CONTROL

FAQS

HOT MIX ASPHALT (HMA)

INDEPENDENT ASSURANCE  
PROGRAM

INSPECTION TOOLS & RESOURCES

MATERIALS FORMS

PORTLAND CEMENT CONCRETE  
(PCC)

STRUCTURES AND FOUNDATIONS

WORK ZONES

TRAINING

## CONTRACT ADMINISTRATION

GENERAL INFORMATION

DAVIS-BACON INFORMATION

EXTERNAL LINKS

- ✓ [Certification of subcontractor payments](#)
- ✓ [Fuel adjustment](#)
- ✓ [Contractor's posters](#)
- ✓ [DOT forms](#)
- ✓ [Iowa DOT Distribution Center order form](#)
- ✓ [Timeline for processing project documentation](#)

### CONTRACTOR EVALUATION

(NOT to be used with FieldManager or AASHTOWare Project (AWP))

- ✓ [Instructions](#)
- ✓ [Report](#)

CONSTRUCTION AND MATERIALS  
HOME

RCE CONFERENCE

APPROVED PRODUCTS (MAPLE)

CONTACTS

CONTRACT ADMINISTRATION

EARTHWORK AND EROSION  
CONTROL

FAQS

HOT MIX ASPHALT (HMA)

INDEPENDENT ASSURANCE  
PROGRAM

INSPECTION TOOLS & RESOURCES

MATERIALS FORMS

PORTLAND CEMENT CONCRETE  
(PCC)

STRUCTURES AND FOUNDATIONS

WORK ZONES

TRAINING

## INSPECTION TOOLS AND RESOURCES



### NOTICE TO LOCALS and CONSULTANTS:

If you are looking for the Excel inspection worksheets they have been moved to the Local Systems [Post-Letting Resources page](#), under Inspection Worksheets (Excel) heading. The Excel files on this page have been redesigned and do not contain all the information you may need.

[Index to Pay Items](#)

CMAApp = Construction Manual Appendix

- + Administration
- + General Inspection
- + Generic Measurement Forms
- + Environmental
- + Grading
- + Asphalt / Portland Cement Concrete
- + Asphalt
- + Portland Cement Concrete
- + Structures
- + Traffic Control / Safety
- + Guides / References

NOT FINDING WHAT YOU NEED? WE CAN HELP.

# Construction Manual and IM 6.000

## Appendix D

- Not contractual documents
- Rooted in contractual documents
- Provides guidance on contract administration
- Construction Manual is used by Iowa DOT
- IM 6.000 Appendix D is used by Local Agencies
- Significant similarities

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## Materials Approved Products Enterprise (MAPLE)

- Accessed from
  - <https://maple.iowadot.gov/>
- Searchable database of most current approved products, sources, producers, and suppliers of materials
- Search by
  - Materials names
  - IMs
  - Producers
  - Brands
- Products not found in the searchable database are
  - Aggregates T203
  - Seed conditioners
  - Certified weed seed mulch
  - Approved ready mix concrete producers





MENU

## APPROVED PRODUCT LIST

### WELCOME TO MATERIALS APPROVED PRODUCT LIST ENTERPRISE (MAPLE)

MAPLE contains a searchable database of most of the approved products, sources, producers, and suppliers of materials for Iowa highway projects. MAPLE may be searched by the brand/product name, producer, Materials Instructional Memorandum (IM) number, or material name. New approvals are continually added as they become approved for use. For the products and sources that are not in the database, they can be found at:

- Aggregate sources [map](#) and [T203 document](#)
- [Seed conditioners](#)
- [Certified weed seed free mulch](#)
- [Approved Ready-Mix Concrete Producers](#)

Please contact [Scott.Sommers@iowadot.us](mailto:Scott.Sommers@iowadot.us) or [Jeff.DeVries@iowadot.us](mailto:Jeff.DeVries@iowadot.us) if you have questions or need assistance.

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MENU

## APPROVED PRODUCT LIST

### SEARCH INFORMATION:

MAPLE may be searched by navigating to the "Material names", "IMs", or "Producers" tab and selecting an item from a dropdown list or by navigating to the "Brands" tab, entering text into the search field, and then clicking the show results button.

**Material Names**

IMs

Producers

Brands

Material Name: - Please Select -

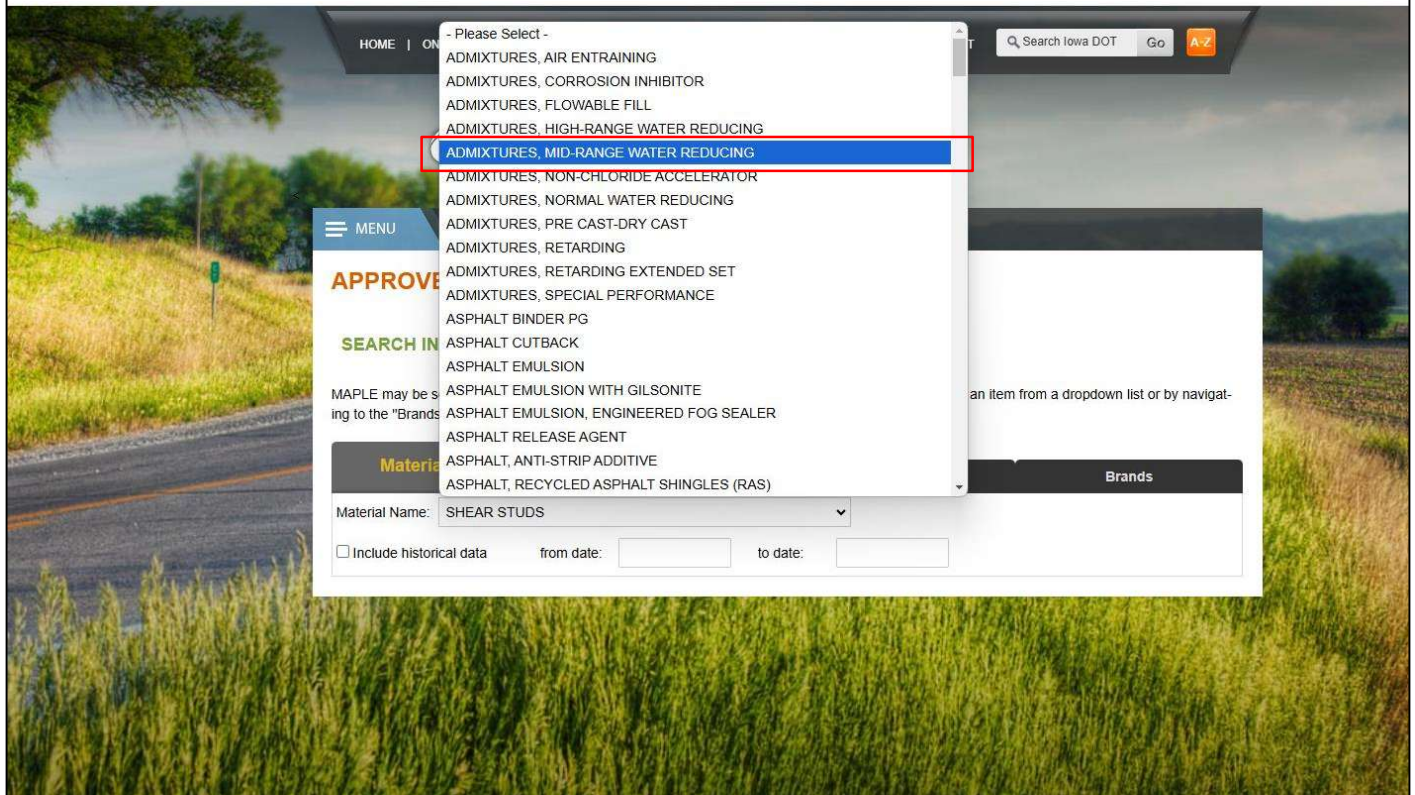
☐ Include historical data

from date:

to date:

26





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HOME | ONLINE SERVICES | TRAVEL | DRIVERS / VEHICLES | BUSINESS | FORMS | ABOUT

Search Iowa DOT Go A-Z

## APPROVED PRODUCT LIST

SEARCH INFORMATION:

MAPLE may be searched by navigating to the "Material names", "IMs", or "Producers" tab and selecting an item from a dropdown list or by navigating to the "Brands" tab, entering text into the search field, and then clicking the show results button.

Material Names

IMs

Producers

Brands

Material Name: ADMIXTURES, MID-RANGE WATER REDUCING [View Report](#)

☐ Include historical data from date: to date:

Brand Name	Approved	Company Name	Material Item	IM	Plant Location
<a href="#">ADVA 140M</a>	06/23/2021	GCP Applied Technologies	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">ADVA Cast 575</a>	05/10/2022	GCP Applied Technologies	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">ADVA Cast 600</a>	08/21/2023	GCP Applied Technologies	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">Chryso Fluid Optima 256</a>	03/02/2017	CHRYSO Inc	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">Dynamon 850</a>	01/18/2024	Mapei Corporation	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">Dynamon SX</a>	10/16/2020	Mapei Corporation	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">Eucon MR</a>	07/02/2014	Euclid Chemical Company	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	Cleveland, OH
<a href="#">Eucon MRX</a>	07/02/2014	Euclid Chemical Company	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	Cleveland, OH
<a href="#">Eucon X-15</a>	05/19/2023	Euclid Chemical Company	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	Cleveland, OH
<a href="#">FinishEase-NC</a>	07/02/2014	RussTech, Inc.	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">MIRA 110</a>	09/02/2015	GCP Applied Technologies	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">MIRA 62</a>	07/02/2014	GCP Applied Technologies	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	
<a href="#">MIRA 95</a>	02/12/2015	GCP Applied Technologies	ADMIXTURES, MID-RANGE WATER REDUCING	<a href="#">403</a>	

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©IOWA DOT EMPLOYEES | POLICIES AND STATEMENTS | PLUG-INS | CAREERS | CONTACT US

# DocExpress

- Accessed from
  - <https://docexpress.com/login>
  - Need login
- User manual
  - [https://iowadot.gov/Construction Materials/contractorsupplier-docepressguide.pdf](https://iowadot.gov/Construction_Materials/contractorsupplier-docepressguide.pdf)
  - [https://www.iowadot.gov/local\\_systems/publications/im/6000f.pdf](https://www.iowadot.gov/local_systems/publications/im/6000f.pdf)
- Digital filing cabinet for any project let through the Iowa DOT
- Electronic signature and tracking of documents
- Facilitates quicker and more secure exchange and storage of contract documentation
- Search feature for contract and documents in drawers

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# DocExpress

- Accessible by
  - Contractor
  - Subcontractors
  - Suppliers
  - Contracting authority
  - Engineer
  - Inspector
  - Auditor
  - FHWA
  - Oversight offices

# DocExpress

- Each contract is organized by drawers
- Appearance and access to drawers varies by user privileges
- Drawer usage and document naming convention detailed in user manuals
- Documents and submittal and signature history can be viewed directly or exported

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The image shows a login form for the Infotech Express service. The form is titled "infotech" in blue. Below the title, it says "Sign in". There is a label "\*Email" and a "Remember me" checkbox. A text input field is provided for the email address. Below the input field is a blue button labeled "Continue". At the bottom of the form, it says "Don't have an account? Sign up". The entire form is enclosed in a red rectangular border.

## Welcome to the Infotech® Express service!

The Infotech Express service is your construction services hub. Log in to get started.

[Contact Us](#) →

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Logged in!

John Hart

Edit Actions

Email john.hart@iowadot.us

Mobile ...

Phone (515) 239-1352

Fax ...

Time Zone Eastern Time (US & Canada)



Iowa DOT  
800 Lincoln Way, Ames, IA 50010  
(515) 239-1352

Search for Employees

Appia  
Bid Express  
Doc Express  
Signet  
Release notes

Name	Email	Role	Digital IDs
Aaron Schwarz	aaron.schwarz@iowadot.us	User	
ABHISHEK Bhargava	abhishek.bhargava@wsp.com	User	
Adam Roberts	adam.roberts@iowadot.us	User	
Adam Stoakes	adam.stoakes@iowadot.us	User	Doc Express
Adam Wygle	adam.wygle@iowadot.us	User	
Addison Brekke	addison.brekke@iowadot.us	User	
adrian simonson	adrian.simonson@iowadot.us	User	
Adriana Schnoebelen	adriana.schnoebelen@iowadot.us	User	
Adrianne Knight	adrianne.knight@iowadot.us	User	
Ahmad Abu Afifeh	ahmad.afifeh@iowadot.us	User	
Ahmed Yusuf	ahmed.yusuf@iowadot.us	User	

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Doc Express



(372)

CONTRACTS



DOCUMENTS



DASHBOARD



NOTIFICATIONS & SETTINGS

## Contracts

52-0806-372

Manchester - Bridge Replacement - PPCB - NHS-080-6(372)239-11-52 & (330). (440), (337), (343), (348), (358), (501), (340). (346), (351). 356, (360), (372), (383), (403), (404), (333), 380(326) -

Contract Documents	Pay Items	Shop Drawings
171	578	
Contract Modifications	Payrolls	Signature
	10	
Contract Signing	Plans	Working
19	1	

57-3806-372

Cedar Rapids - IMX-380-6(372)21-02-57 - PED -9/30/25 - FHWA 604210, 604220

Contract Documents	Pay Items	Signature
	1	
Contract Modifications	Plans	Working
	3	
Contract Signing	Shop Drawings	
3		

Displaying all 2 contracts

CONTRACTS

DOCUMENTS

DASHBOARD

NOTIFICATIONS & SETTINGS

(372)

Search

Prime Contractor

All Prime Contractors

Favorites / Locked

All Contracts

Sort Order

Order By Name

From Letting Date

From Letting Date

To Letting Date

From Start Date

From Start Date

To Start Date

From End Date

From End Date

To End Date

RESET SEARCH

Contracts

52-0806-372

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CONTRACTS

DOCUMENTS

DASHBOARD

NOTIFICATIONS

Contracts / 52-0806-372

52-0806-372

Actions

Manchester - Bridge Replacement - PPCB - NHS-080-6(372)239--11-52 & (330) (440), (337), (343), (348), (358), (501), (340) (346), (351), 356), (360), (372), (393), (403), (404), (333), 380(326) -

United Contractors, Inc., Cramer and Associates, Inc.

Johnson Co Hwy I-80/380

Letting Date: Dec 8 2020

Bid Order Number: 001

Contract Documents

Contract Modifications

Contract Signing

Pay Items

Payrolls

Plans

Shop Drawings

Signature

Working

Access Overview

Name	Role	Contract Documents	Contract Modifications	Contract Signing	Pay Items	Payrolls	Plans	Shop Draw
Abe Kos <small>User</small>	Associate	ON	ON <a href="#">View Download Access</a>	OFF	ON	OFF	ON	OFF
Adam Kos <small>User</small>	Associate	ON	ON <a href="#">View Download Access</a>	OFF	ON	OFF	ON	OFF
Allie Hansel <small>User</small>	Associate	ON	ON <a href="#">View Download Access</a>	OFF	ON	OFF	ON	OFF
Brian Stelken <small>User</small>	Read Write	ON	ON	ON	ON	ON	ON	ON

Help

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Contracts / 52-0806-372 / Pay Items

Search for documents

Pay Items

52-0806-372 - Manchester - Bridge Replacement - PPCB - NHS-080-6(372)239-11-52 & (330), (440), (337), (343), (348), (358), (501), (3...

Submit Document Actions

Bridge Deck Grades (440) 4495 HIGH PERFORMANCE STRUC CONC Beam Shot Elevations update Submitted

Iowa DOT Transition Actions

0 comments 0 supporting documents

Mar 22 04:54 PM EDT Submitted Version 1 (current) Iowa DOT - Hugh Holak Electronically Signed (Confirm)

(360) Des. 223 Modular Expansion Joint Certs 2725 MODULAR EXPANSION JOINT ASSEMBLY update Submitted

Cramer and Associates, Inc. Transition Actions

1 comment 1 supporting document

Mar 22 04:51 PM EDT commented stockpile payment entry 3/22/22 Iowa DOT - Sharon Chase

(360) Des. 223 Modular Expansion Joint Invoice #190115 & BOL 2725 MODULAR EXPANSION JOINT ASSEMBLY update Submitted

Cramer and Associates, Inc. Transition Actions

1 comment 1 supporting document

Mar 22 04:50 PM EDT commented stockpile payment entry 3/22/22 Iowa DOT - Sharon Chase

1 2 3 4 5 ... Next Last

Displaying documents 1 - 25 of 2108 in total

Help

37

Contracts / 52-0806-372 / Pay Items

Search for documents

Document types

- 0005 BRIDGE APPROACH PAVT, AS PER PLAN
- 0020 STRUCT CONC (BRIDGE)
- 0025 HIGH PERFORMANCE STRUC CONC
- 0030 REINFORC STEEL, EPOXY COATED
- 0035 REINF STEEL, STAINLESS STEEL
- 0040 STRUCTURAL STEEL

RESET SEARCH

Pay Items

52-0806-372 - Manchester - Bridge Replacement - PPCB - NHS-080-6(372)239-11-52 & (330), (440), (337), (343), (348), (358), (501), (3...

Submit Document Actions

Bridge Deck Grades (440) 4495 HIGH PERFORMANCE STRUC CONC Beam Shot Elevations update Submitted

Iowa DOT Transition Actions

0 comments 0 supporting documents

Mar 22 04:54 PM EDT Submitted Version 1 (current) Iowa DOT - Hugh Holak Electronically Signed (Confirm)

(360) Des. 223 Modular Expansion Joint Certs 2725 MODULAR EXPANSION JOINT ASSEMBLY update Submitted

Cramer and Associates, Inc. Transition Actions

1 2 3 4 5 ... Next Last

Displaying documents 1 - 25 of 2108 in total

Help

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# Bid Express

- Accessed from
  - <https://www.bidx.com/ia/main>
  - Need login
- Facilitate electronic bidding and bid data analysis
- Storage of all bid information including
  - Bid summary for projects
  - Bid questions and answers for projects
  - Historic bid prices for items
- For each letting provides
  - Wage rates
  - Notice to bidders

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Bid Express

Workspace

Iowa Department of Transportation

Home

Lettings

Search

Competitor Insights

Bid Tab Analysis

Small Business Network

Home

December 04, 2024 04:01 PM CST

**NOTICE OF BIDX LAYOUT CHANGE**  
On December 6th, 2024 Bid Express (BidX) will be implementing a new layout under the 'Plan holders' link. With that, the Request bidder eligibility feature has moved from the 'Attachments' link and is now under the 'Plan holders' link. Please direct questions pertaining to the new layout to Bid Express at:  
Call toll free: +1 (888) 352-BIDX (2439)  
Email: [bidx.support@infotechinc.com](mailto:bidx.support@infotechinc.com)

**ALL QUESTIONS SUBMITTED THROUGH BIDX Q&A**  
If a prospective bidder, for a proposal for which the Department is accepting bids, is in doubt as to the true meaning of any part of the contract documents, the bidder may submit to the Contracts Engineer a request for additional information, explanations, or interpretations. The request shall be submitted to the Q&A forum at the letting website used by the Department. Questions should be submitted as early as possible so answers can be researched and posted. Questions submitted within two business days of the letting will likely not be answered. Interpretations may be in the form of an addendum to the contract documents. The Contracting Authority will not be responsible for any information, explanation, or interpretation from any other source.

**OBTAINING YOUR RAILROAD CROSSING INFORMATION**  
A power point presentation with narration is available using the link in the Also Available box on the right hand side of this page.

**CONTRACTOR POSTERS**  
The 8in1 poster is available on the Civil Rights website. The link is: <https://iowadot.gov/civilrights/documents-forms-and-reports>  
E-mail questions and comments to [dot.civilrights@dot.iowa.gov](mailto:dot.civilrights@dot.iowa.gov)

**PAYMENTS TO CONTRACTORS**  
Information on payments to contractors can now be found on the Civil Rights website. The link is: <https://iowadot.gov/civilrights/documents-forms-and-reports>  
E-mail questions and comments to [dot.civilrights@dot.iowa.gov](mailto:dot.civilrights@dot.iowa.gov)

NEWS

**What's New?**

December			
Letting	Proposal	Activity	Activity Date
25/01/22		Letting Made Available	12/17/2024
24/12/17	154 - 50-C050-138-A	Plan Holder and Eligible Bidder Lists Uploaded	12/17/2024
	203 - 94-7170-003	Plan Holder and Eligible Bidder Lists Uploaded	12/17/2024

Downloads

Download bidding software  
Bidding  
Zip Utility

Also Available

Request DOT SBN  
Sponsorship  
Bid Item Master File  
Bidder Status Form  
Information  
Contracts Payments Search  
DOT Electronic Plans and  
Proposals  
Federally Debarred Entities  
Map of IDOT Ames  
Complex  
Obtaining Your Railroad  
Crossing Information  
Project Bids Digital ID  
Instructions  
SiteXchange  
Vendor.bln

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Iowa Department of Transportation

## Lettings

Upcoming 1

Date	Letting ID	Proposals
Jan 22, 2025	25/01/22	72

Recently ended previous 90 days

Date	Letting ID	Proposals
Dec 17, 2024	24/12/17	50
Dec 3, 2024	24/12/03	3
Nov 19, 2024	24/11/19	59
Oct 22, 2024	24/10/22	1
Oct 15, 2024	24/10/15	39
Oct 8, 2024	24/10/08	4
Sep 24, 2024	24/09/24	13

Archive

Select year

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Lettings / Nov 19, 2024

Iowa Department of Transportation

Nov 19, 2024 at 10:00:00 AM CST

Attachments 13

Plan holders 196

Q&A 116

Search proposals

Any work type

63 proposals Sort by: Call A-Z

Call 001 03-0762-059 ALLAMAKEE

Project ID: 241119 S1 Amendments: 2

BRIDGE REPLACEMENT - PPCB

Bidder Bid tabulations

BRENNAN CONSTRUCTION CO.

MINNOWA CONSTRUCTION, INC.

KRAEMER NORTH AMERICA, LLC

Call 002 06-C006-123 BENTON

Project ID: 241119 S1

BRIDGE REPLACEMENT - CCS

Bid tabulations have not been provided yet

[Change view to Apparent bids](#)

### Attachments

Iowa Department of Transportation

Nov 19, 2024

Letting ID: 24/11/19

All proposal files

24/11/19.zip

Awarded Contract Unit Prices

202312-202411\_SumAwardE.pdf

Awarded Contract Unit Prices (xls)

202312-202411\_SumAward.xls

DBE Commitments

241119\_DBE\_Commitments.pdf

DBE.BIN

19novdbe.bin

FHWA-1273

FHWA 1273 (2023 10 23).pdf

Iowa State Wage Rates

PREDETERMINED WAGE RATE IA24-81.0.pdf

Low Bid Summary

19Nov2024LowBidSummary.pdf

Notice to Bidders

241119NoticeToBidders.pdf

Predetermined Unit Prices

PredeterminedUnitPricesByLetting\_112024.pdf

Scott County Wage Rates

Wage Rate Scott County IA24-1.8.pdf

ALSO AVAILABLE

[Bid Item Master File](#)

[DOT Electronic Plans and Proposals](#)

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# AASHTOWare Project (AWP)

- Web based program used by inspector to create Daily Work Reports (DWR)
- DWR's document activities pertaining to the contract by detailing
  - Weather
  - Working days
  - Item postings
  - Contractors working
  - Comments

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# AASHTOWare Project (AWP)

- Program is also used by the office manager to create the daily diary from all imported IDRs
- Multiple DWRs often exists for a day as there could be multiple inspectors with multiple DWRs
- Only one daily diary exists per day
- Also used to create stockpiles, contract modifications, estimates, and various reports
- Payments go directly to Workday for Contractor Payments
- AWP is the true source for all payments

8-22

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# Appia

- Contract administration automation program implemented by Local System Bureau
- Local agency projects let through Iowa DOT or by local agency
- Similar to AWP
- Required for local agency projects as of April 2022 letting
- User manual
  - [https://iowadot.gov/local\\_systems/Post-Letting-Resources/Doc-Express-and-Appia](https://iowadot.gov/local_systems/Post-Letting-Resources/Doc-Express-and-Appia)

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# Questions



# APPENDIX



Section 9 –  
Appendix

# Iowa DOT Contract Administration Introduction

1

## Key Web Pages

- <https://iowadot.gov/#/services> - main Iowa DOT page
- <https://iowadot.seamlessdocs.com/sc/> - non-inspection forms
- <https://erl.iowadot.gov/#/> - specifications, materials IMs, standards, and CM
- <https://iowadot.gov/contracts> - letting information, proposals, and as let plans
- <https://iowadot.gov/specifications/> - ERL link, current and historic specifications
- [https://iowadot.gov/local\\_systems](https://iowadot.gov/local_systems) - IMs, Federal-Aid Guide, training, post letting resources, inspection worksheets



# Key Web Pages

- [https://iowadot.gov/Construction Materials](https://iowadot.gov/Construction_Materials) - contract administration, technical specialty areas, inspection tools and resources, training
- <https://maple.iowadot.gov/> - current approved products, sources, producers and suppliers
- <https://docexpress.com/login> - login to project repository for contract documents, submittals, certifications, storm water inspections
- <https://www.bidx.com/ia/main> - login to bid information, wage rates, notice to bidders

## **Section 2 Contact Information**

1. Who could you contact if you work for Dallas County, and you have a question on a contract administration issue that you cannot resolve within the county?
  
  
  
  
  
  
  
  
  
  
2. If you are a project inspector and have a technical question on PCC that could not be answered internally at your office, who could you call?
  
  
  
  
  
  
  
  
  
  
3. What should be the first thing you do as an inspector if you have a question on a project?
  
  
  
  
  
  
  
  
  
  
4. As an inspector or consultant, why should you talk to your office technician and auditor when setting a project up?

## **Section 3 Contract Documents**

1. An HMA project is let with an SP for binder as well as a DS for mix design. The documents contradict each other by calling for different grade binders to be used. Using contract document hierarchy, which contract document should be used to select the binder?
2. True or false, if the contract documents are silent to specific details, the contractor can use any materials and practices they see fit.
3. True or false, the notice to bidder can be found in DocExpress.
4. What following divisions are focused on construction methods, practices, measurement, and payment?
  - a. 41
  - b. 11
  - c. 23
  - d. 64
5. Which IM provides sampling and testing information in a tabular format for specific types of work?
  - a. IM 318
  - b. IM 529
  - c. IM 204
  - d. None of the above

6. What tabulation in the plans provides a detailed listing of standards used?
7. How frequently and in what months are GS specifications updated?
8. What contract document provides details including drawings, dimensions, materials, and construction methods for typical items?
  - a. Standards
  - b. Proposal form
  - c. GS
  - d. IMs
9. What sections of the standard specifications can traffic control be found in?
10. What numbered sub-division of a specification section can method of measurement and basis of payment be found in?
11. Why is it important to make sure that when administering a project you have the correct version of the contract documents?
12. True or false, SSs, DSs, and SPs are part of the standard specification and therefore are not assigned to specific projects.
13. True or false, plans override special provisions.

14. What division of the standard specification could an inspector reference to find information regarding scope of work, control of work, prosecution of work, and other contract administration topics?
15. Using the provided plan set answer the following
- a. What county is the project located in?
  - b. How many cubic yards of high performance structural concrete are there?
  - c. For item code 2414-6424110, what class concrete should be used if placement is by slipforming?
  - d. What is the project number?
  - e. What is the letting date?
  - f. What standard specification section could be referenced for bridge item no. 4?
  - g. What sheet number is roadway estimate information located on?
  - h. What standard is referenced for construction of the roadway bridge approaches?
  - i. How many feet of roadway silt fence item are there?
  - j. Relative to the roadway traffic control item, access is provided from what street?
  - k. What units are used for roadway item 6?

- l. Does item 13 included maintenance and removal or just install?
  
- 16. C sheets provide which of the following?
  - a. Survey data
  - b. Tabulations
  - c. PPP
  - d. Estimate reference information
  
- 17. What documents will show what SPs are used on a project?
  - a. Proposal and plan
  - b. Plan and contract
  - c. Notice to bidder and contract
  - d. Proposal and contract
  
- 18. Using the provided proposal answer the following
  - a. Is this a federal aid job?
  
  
  
  
  
  - b. How many working days are allowed?
  
  
  
  
  
  - c. What is the DBE goal?
  
  
  
  
  
  - d. What DSs are used?
  
  
  
  
  
  - e. For line number 0080, what is the item number?
  
  
  
  
  
  - f. What version of the GS is applicable?
  
  
  
  
  
  - g. Is winter free time allowed for the 2018-2019 winter?
  
  
  
  
  
  - h. On line number 0030, what is the item quantity and unit of measure?

- i. Are there any proposal notes?
- j. What is the letting date?
- k. For line number 0120, what section of the standard specification could be referenced?
- l. What is the late start date?

19. True or false, addendums can be found on the ERL.

20. Which of the following are true regarding addendums?

- a. Least desirable method of making revisions
- b. Overridden by the proposal
- c. Issued to bidders by Contracts Bureau
- d. Used to address omissions having significant bidding impacts



## **Section 4 Contract**

1. True or false, contracts are offered to the bidder nearest to the average price of all bidders.
  
2. The contract can be accessed from?
  - a. Bid Express
  - b. DocExpress
  - c. Back of the plan
  - d. None of the above
  
3. True or false, it is unacceptable to talk to the contractor prior to the contract being marked completed by Contracts and Specification Bureau.
  
4. True or false, all federal aid projects will have predetermined wages.
  
5. How does the DBE commitment differ from the DBE goal, and which is legally binding?
  
  
  
  
  
  
  
6. Using the provided contract answer the following
  - a. Who is the contractor?
  
  
  
  - b. Is there an addendum referenced in the contract and if so, what is it?
  
  
  
  - c. What is the bid amount for item 0140?

- d. Who is the project engineer?
  - e. What is the DBE commitment?
  - f. What are the liquidated damages?
  - g. What is the bid amount for line number 0100?
  - h. What is the total contract amount?
  - i. What version of predetermined wage rates is used?
  - j. What is the bid amount subtotal for section 0001?
7. What is a lump sum item?
8. What is a plan quantity item?
9. What should be included with each entry of a measured item?

## Section 5 and 6 FHWA-1273 and Title VI

1. True or false, if FHWA-1273 is attached to the contract then the contract is always federal aid.
  
2. Which of the following items are detailed in FHWA-1273?
  - a. Davis Bacon
  - b. Final federal authorization
  - c. Subletting
  - d. False statements
  
3. True or false, Title VI is applicable to only contractors, as the contract is between the contractor and contracting authority.
  
  
  
  
  
  
  
  
  
  
4. Who could issues relative to discrimination, equal opportunity, or segregated facilities be reported to?
  
  
  
  
  
  
  
  
  
  
5. What percentage of work must be performed by the contractor?

## Section 7 Roles and Responsibilities

1. True or false, the inspector has the authority to approve work.
2. The contractor decides that they want to work on Saturday to place a concrete footing. Do they need to notify the inspector, if so, why?
3. Which of the following are responsibilities of the engineer?
  - a. Measuring quantities of daily work completed
  - b. Directing the contractor in their daily work activities
  - c. Procuring permits for the contractor to complete work
  - d. None of the above
4. The inspector identifies work that is non-complying, who is ultimately responsible for determining how the non-complying work is handled?
5. Which of the following are possible ways the engineer could handle non-complying work?
  - a. Remove and replace the work
  - b. Accept the work without price adjustment
  - c. Accept the work with 0% payment
  - d. None of the above
  - e. All of the above
6. Does the contractor need to maintain qualified supervision on the project, if so, what must they be capable of doing?

7. Which of the following would be typical things an inspector would document relative to contractor daily activities?
  - a. Contractor, subcontractors, utilities working
  - b. Number of inspectors on grade
  - c. Test results and compliance
  - d. Hours of inspection
8. Why should the inspector clearly communicate unacceptable work immediately to the contractor?
9. Does the inspector have the authority to supervise or direct the employees of the contractor or subcontractor in completion of the work?
10. Which are acceptable actions for an inspector?
  - a. Modify the provisions/details of the plan
  - b. Determine compliance of materials and work performed
  - c. Inform the engineer of progress
  - d. Help a shorthanded contractor in completing the work
11. What is the most basic and universal responsibility of the contractor?
12. Provide two environmental requirements that a contractor might encounter and would need to be in compliance with on a project.

## Section 8 Programs, Resources, and Webpages

1. True or false, the Construction Manual and IM 6.000 Appendix D are contract documents.
2. Which of the following items could be found on Bid Express?
  - a. Developmental specification
  - b. Wage rates
  - c. Subcontractor list
  - d. DBE commitment
3. MAPLE contains information related to which of the following?
  - a. Quantities and pay
  - b. Material testing procedures
  - c. Bidding history
  - d. Materials approved products, sources, and producers
4. True or false, Appia is used on local agency projects but not on Iowa DOT projects.
5. Where could archived specifications be accessed from?
6. Can a DS be accessed on the ERL?
7. What program would materials certifications for a contract item be filed in?
  - a. Bid Express
  - b. FieldBook
  - c. DocExpress
  - d. Appia
8. What feature is essential to use in DocExpress to quickly find contracts and documents?

## **Section 2 Contact Information**

1. Who could you contact if you work for Dallas County, and you have a question on a contract administration issue that you cannot resolve within the county?

This would be a local agency project so you would contact either the local systems field technician or the engineer in the west region.

2. If you are a project inspector and have a technical question on PCC that could not be answered internally at your office, who could you call?

Each district has a PCC technician, so you could contact them as this is their specialty area. If they could not answer the question, then you could contact the PC concrete engineer or field engineer.

3. What should be the first thing you do as an inspector if you have a question on a project?

Review and study the contract documents and determine possible solutions. If you are still unclear, then you should reach out for assistance. It is also a good idea to ask for second opinions or how things have been handled in the past (precedence).

4. As an inspector or consultant, why should you talk to your office technician and auditor when setting a project up?

It helps to build an understanding about how processes work in the office and how an office technician or auditor would like things organized and specifically what they are looking for.



## **Section 3 Contract Documents**

1. An HMA project is let with an SP for binder as well as a DS for mix design. The documents contradict each other by calling for different grade binders to be used. Using contract document hierarchy, which contract document should be used to select the binder?

The SP should be used as it overrides the DS.

2. True or false, if the contract documents are silent to specific details, the contractor can use any materials and practices they see fit.

False, the contractor must still use best practices and quality materials.

3. True or false, the notice to bidder can be found in DocExpress.

False, the notice to bidder is found on Bid Express.

4. What following divisions are focused on construction methods, practices, measurement, and payment?
  - a. 41
  - b. 11
  - c. 23
  - d. 64

5. Which IM provides sampling and testing information in a tabular format for specific types of work?
  - a. IM 318
  - b. IM 529
  - c. IM 204
  - d. None of the above

6. What tabulation in the plans provides a detailed listing of standards used?

Tabulation 105-4 indexes all standards used in a plan.

7. How frequently and in what months are GS specifications updated?

GS specifications are updated every 6 months in April and October.

8. What contract document provides details including drawings, dimensions, materials, and construction methods for typical items?

- a. Standards
- b. Proposal form
- c. GS
- d. IMs

9. What sections of the standard specifications can traffic control be found in?

Traffic control is 2528

10. What numbered sub-division of a specification section can method of measurement and basis of payment be found in?

Method of measurement and basis of payment be found in .04 and .05 respectively.

11. Why is it important to make sure that when administering a project you have the correct version of the contract documents?

Using the correct version of the contract documents ensures that the requirements the contractor is made to meet matches the requirements that were bid and agreed to when the contract was signed.

12. True or false, SSs, DSs, and SPs are part of the standard specification and therefore are not assigned to specific projects.

False, SSs, DSs, and SPs are for work not included in the standard specification and are therefore attached to specific projects.

13. True or false, plans override special provisions.

False, following contract document hierarchy, special provisions override plans.

14. What division of the standard specification could an inspector reference to find information regarding scope of work, control of work, prosecution of work, and other contract administration topics?

Division 11

15. Using the provided plan set answer the following

- a. What county is the project located in?

Dubuque

- b. How many cubic yards of high performance structural concrete are there?

447.4

- c. For item code 2414-6424110, what class concrete should be used if placement is by slipforming?

Class BR concrete

- d. What is the project number?

NHSX-032-1(41)--3H-31

- e. What is the letting date?

12/19/2017

- f. What standard specification section could be referenced for bridge item no. 4?

2402

- g. What sheet number is roadway estimate information located on?

C.1

- h. What standard is referenced for construction of the roadway bridge approaches?

BR-203

- i. How many feet of roadway silt fence item are there?

750.0

- j. Relative to the roadway traffic control item, access is provided from what street?

Elmwood Drive

- k. What units are used for roadway item 6?

Acre

- l. Does item 13 included maintenance and removal or just install?  
Install only, maintenance and removal are covered in separate items.

16. C sheets provide which of the following?

- a. Survey data
- b. Tabulations
- c. PPP
- d. Estimate reference information

17. What documents will show what SPs are used on a project?

- a. Proposal and plan
- b. Plan and contract
- c. Notice to bidder and contract
- d. Proposal and contract

18. Using the provided proposal answer the following

- a. Is this a federal aid job?  
Yes
- b. How many working days are allowed?  
105
- c. What is the DBE goal?  
4.0% of the contract
- d. What DSs are used?  
DS-15005  
DS-15044
- e. For line number 0080, what is the item number?  
2404-7775005
- f. What version of the GS is applicable?  
GS-15005
- g. Is winter free time allowed for the 2018-2019 winter?  
No
- h. On line number 0030, what is the item quantity and unit of measure?

284.000 CY

- i. Are there any proposal notes?

No

- j. What is the letting date?

December 19, 2017

- k. For line number 0120, what section of the standard specification could be referenced?

2413

- l. What is the late start date?

05/21/2018

19. True or false, addendums can be found on the ERL.

False, addendums can be found on DocExpress.

20. Which of the following are true regarding addendums?

- a. Least desirable method of making revisions
- b. Overridden by the proposal
- c. Issued to bidders by Contracts Bureau
- d. Used to address omissions having significant bidding impacts

## **Section 4 Contract**

1. True or false, contracts are offered to the bidder nearest to the average price of all bidders.

False, the contract is offered to the low bidder.

2. The contract can be accessed from?

- a. Bid Express
- b. DocExpress
- c. Back of the plan
- d. None of the above

3. True or false, it is unacceptable to talk to the contractor prior to the contract being marked completed by Contracts and Specification Bureau.

True, no communication should occur with the contractor until the contract is marked completed by Contracts and Specification Bureau.

4. True or false, all federal aid projects will have predetermined wages.

False, some federal aid projects do not have predetermined wages.

5. How does the DBE commitment differ from the DBE goal, and which is legally binding?

The DBE goal is set by the Contracts Bureau to identify the percentage of the total contract price they would like to achieve. The DBE commitment is the actual dollar amount the contractor is agreeing to and legally bound to once the contract is signed.

6. Using the provided contract answer the following

- a. Who is the contractor?

Jim Schroeder Construction, Inc.

- b. Is there an addendum referenced in the contract and if so, what is it?

Yes, 19DEC009.A01

- c. What is the bid amount for item 0140?

\$40,000.00

- d. Who is the project engineer?  
Manchester Resident Construction Office
  - e. What is the DBE commitment?  
\$67,983.06
  - f. What are the liquidated damages?  
\$1,500.00
  - g. What is the bid amount for line number 0100?  
\$495,437.31
  - h. What is the total contract amount?  
\$1,388,040.68
  - i. What version of predetermined wage rates is used?  
IA17-97.0
  - j. What is the bid amount subtotal for section 0001?  
\$1,279,603.68
7. What is a lump sum item?
- Bid amount that is complete payment for that item's work and includes all necessary work to complete the item.
8. What is a plan quantity item?
- Bid amount that is complete payment for that item's work and includes all necessary work to complete the item.
9. What should be included with each entry of a measured item?
- Each entry must include date, item of work, location including stations, left, right, pier number, etc..., proper measurements, name of inspectors making measurements, name of inspector entering measurement



## Section 5 and 6 FHWA-1273 and Title VI

1. True or false, if FHWA-1273 is attached to the contract then the contract is always federal aid.

True, if FHWA-1273 is attached then the contract is always federal aid.

2. Which of the following items are detailed in FHWA-1273?

- a. Davis Bacon
- b. Final federal authorization
- c. Subletting
- d. False statements

3. True or false, Title VI is applicable to only contractors, as the contract is between the contractor and contracting authority.

False, Title VI is applicable to contractors as well as recipients, sub-recipients, and subcontractors.

4. Who could issues relative to discrimination, equal opportunity, or segregated facilities be reported to?

The Title VI liaison who will then coordinate with the Civil Rights Bureau.

5. What percentage of work must be performed by the contractor?

The contractor must perform at least 30 percent of the work on a contract.

## Section 7 Roles and Responsibilities

1. True or false, the inspector has the authority to approve work.

False, the engineer is responsible for approving work.

2. The contractor decides that they want to work on Saturday to place a concrete footing. Do they need to notify the inspector, if so, why?

Yes, the contractor must allow the inspector the opportunity to inspect the work.

3. Which of the following are responsibilities of the engineer?
  - a. Measuring quantities of daily work completed
  - b. Directing the contractor in their daily work activities
  - c. Procuring permits for the contractor to complete work
  - d. None of the above

4. The inspector identifies work that is non-complying, who is ultimately responsible for determining how the non-complying work is handled?

The engineer is responsible and will determine how to handle work that is non-complying.

5. Which of the following are possible ways the engineer could handle non-complying work?
  - a. Remove and replace the work
  - b. Accept the work without price adjustment
  - c. Accept the work with 0% payment
  - d. None of the above
  - e. All of the above

6. Does the contractor need to maintain qualified supervision on the project, if so, what must they be capable of doing?

Yes, the contractor must maintain qualified staff on the project when conducting work. They must be capable of understanding, overseeing, and directing the work being conducted.

7. Which of the following would be typical things an inspector would document relative to contractor daily activities?

- a. Contractor, subcontractors, utilities working
- b. Number of inspectors on grade
- c. Test results and compliance
- d. Hours of inspection

8. Why should the inspector clearly communicate unacceptable work immediately to the contractor?

Clear and immediate communication limits the potential for additional non-complying materials or work to be incorporated, limiting risk for both the contractor and contracting authority.

9. Does the inspector have the authority to supervise or direct the employees of the contractor or subcontractor in completion of the work?

No, the inspector should evaluate the work for compliance but not direct employees of the contractor or subcontractor on how to complete the work.

10. Which are acceptable actions for an inspector?

- a. Modify the provisions/details of the plan
- b. Determine compliance of materials and work performed
- c. Inform the engineer of progress
- d. Help a shorthanded contractor in completing the work

11. What is the most basic and universal responsibility of the contractor?

Complete work according to the contract documents.

12. Provide two environmental requirements that a contractor might encounter and would need to be in compliance with on a project.

Migratory birds  
Noise

## Section 8 Programs, Resources, and Webpages

1. True or false, the Construction Manual and IM 6.000 Appendix D are contract documents.  
**False, they are guidelines derived from contract documents but are not contract documents themselves.**
2. Which of the following items could be found on Bid Express?
  - a. Developmental specification
  - b. Wage rates**
  - c. Subcontractor list
  - d. DBE commitment
3. MAPLE contains information related to which of the following?
  - a. Quantities and pay
  - b. Material testing procedures
  - c. Bidding history
  - d. Materials approved products, sources, and producers**
4. True or false, Appia is used on local agency projects but not on Iowa DOT projects.  
**True, Appia is used on local agencies projects but not Iowa DOT projects.**
5. Where could archived specifications be accessed from?  
**The ERL provides access to archived specifications.**
6. Can a DS be accessed on the ERL?  
  
**No, a DS is not available on the ERL but can be found on the Contracts webpage.**
7. What program would materials certifications for a contract item be filed in?
  - a. Bid Express
  - b. FieldBook
  - c. DocExpress**
  - d. Appia
8. What feature is essential to use in DocExpress to quickly find contracts and documents?  
**The search feature and pulldown.**